

## INSTITUTE CARGO CLAUSES (A)

## RISKS COVERED

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| 1. | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.   | Risks<br>Clause                           |
| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.   | General<br>Average<br>Clause              |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to<br>Blame<br>Collision"<br>Clause |

## EXCLUSIONS

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| 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  | General<br>Exclusions<br>Clause                         |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                                 |   |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured  |   |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |   |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel  |   |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   |   |
| 5.  | 5.1 In no case shall this insurance cover loss damage or expense arising from<br>unseaworthiness of vessel or craft,<br>unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,<br>where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness<br>and Unfitness<br>Exclusion<br>Clause |
|     | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.   |   |
| 6.  | In no case shall this insurance cover loss damage or expense caused by  |   |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power  | War<br>Exclusion<br>Clause                              |
| 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  | Strikes<br>Exclusion<br>Clause                          |
| 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

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| 8.  | 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either   | Transit<br>Clause                                   |
|     | 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,   |   |
|     | 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either   |   |
|     | 8.1.2.1 for storage other than in the ordinary course of transit or  |   |
|     | 8.1.2.2 for allocation or distribution,<br>or  |   |
|     | 8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.  |   |
|     | 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the 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, 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.   |   |
| 9.  | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i> | Termination<br>of Contract<br>of Carriage<br>Clause |
|     | 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,<br>or   |   |
|     | 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.  |   |
| 10. | Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i>   | Change of<br>Voyage<br>Clause                       |
|     | <i>continued ...</i>   |   |

**CLAIMS**

**11.** 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause  
11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

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

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

**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. Increased Value Clause

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. Not to Inure Clause

**MINIMISING LOSSES**

**16.** It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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.

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

**19.** This insurance is subject to English law and practice. English Law and Practice Clause

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

**INSTITUTE CARGO CLAUSES (AIR)**  
(excluding sendings by Post)

**RISKS COVERED**

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

Risks  
Clause

**EXCLUSIONS**

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

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

General  
Exclusions  
Clause

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

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

War  
Exclusion  
Clause

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

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

Strikes  
Exclusion  
Clause

**DURATION**

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

- 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
  - 5.1.2.1 for storage other than in the ordinary course of transit or
  - 5.1.2.2 for allocation or distribution
- or
- 5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Transit  
Clause

**6.** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate 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 subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Termination  
of Contract  
of Carriage  
Clause

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

Change  
of Transit  
Clause

**CLAIMS**

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

- 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.

Insurable  
Interest  
Clause

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

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

Forwarding  
Charges  
Clause

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

Constructive  
Total Loss  
Clause

continued ...

<b>11.</b>	<p>11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>11.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	Increased Value Clause
<b>BENEFIT OF INSURANCE</b>		
<b>12.</b>	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
<b>MINIMISING LOSSES</b>		
<b>13.</b>	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	<p>13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	
<b>14.</b>	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
<b>AVOIDANCE OF DELAY</b>		
<b>15.</b>	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
<b>LAW AND PRACTICE</b>		
<b>16.</b>	This insurance is subject to English law and practice.	English Law and Practice Clause

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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.*

## INSTITUTE CARGO CLAUSES (B)

## RISKS COVERED

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| <p><b>1.</b> This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,</p> <p>1.1 loss of or damage to the subject-matter insured reasonably attributable to</p> <p>1.1.1 fire or explosion</p> <p>1.1.2 vessel or craft being stranded grounded sunk or capsized</p> <p>1.1.3 overturning or derailment of land conveyance</p> <p>1.1.4 collision or contact of vessel craft or conveyance with any external object other than water</p> <p>1.1.5 discharge of cargo at a port of distress,</p> <p>1.2 loss of or damage to the subject-matter insured caused by</p> <p>1.2.1 general average sacrifice</p> <p>1.2.2 jettison or washing overboard</p> <p>1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,</p> <p>1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.</p> | <p>Risks<br/>Clause</p>                             |
| <p><b>3.</b> 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.</p>  | <p>General<br/>Average<br/>Clause</p>               |
| <p><b>6.</b> 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.</p>  | <p>"Both to<br/>Blame<br/>Collision"<br/>Clause</p> |

## EXCLUSIONS

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| <p><b>7.</b> In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>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)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>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)</p> <p>4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons</p> <p>4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</p> | <p>General<br/>Exclusions<br/>Clause</p>                          |
| <p><b>8.</b> 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>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.</p>   | <p>Unseaworthiness<br/>and Unfitness<br/>Exclusion<br/>Clause</p> |
| <p><b>11.</b> In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>  | <p>War<br/>Exclusion<br/>Clause</p>                               |
| <p><b>12.</b> In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p>   | <p>Strikes<br/>Exclusion<br/>Clause</p>                           |

## DURATION

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| <p><b>13.</b> 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1 for storage other than in the ordinary course of transit or</p> <p>8.1.2.2 for allocation or distribution,</p> <p>or</p> <p>8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.</p> <p>8.2 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 that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.</p> | <p>Transit<br/>Clause</p> |
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continued...

<p><b>14.</b> If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i></p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or</p> <p>9.3 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p> <p><b>15.</b> Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p> <p><b>CLAIMS</b></p> <p><b>20.</b> 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.</p> <p><b>21.</b> Where, as a result of the operation of a risk covered by this insurance the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p> <p><b>22.</b> No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p> <p><b>23.</b> 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p><b>BENEFIT OF INSURANCE</b></p> <p><b>24.</b> This insurance shall not inure to the benefit of the carrier or other bailee.</p> <p><b>MINIMISING LOSSES</b></p> <p><b>25.</b> It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised</p> <p>and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> <p><b>26.</b> Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p> <p><b>AVOIDANCE OF DELAY</b></p> <p><b>27.</b> It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> <p><b>LAW AND PRACTICE</b></p> <p><b>28.</b> This insurance is subject to English law and practice.</p>	<p>Termination of Contract of Carriage Clause</p> <p>Change of Voyage Clause</p> <p>Insurable Interest Clause</p> <p>Forwarding Charges Clause</p> <p>Constructive Total Loss Clause</p> <p>Increased Value Clause</p> <p>Not to Inure Clause</p> <p>Duty of Assured Clause</p> <p>Waiver Clause</p> <p>Reasonable Despatch Clause</p> <p>English Law and Practice Clause</p>
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*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.*

## INSTITUTE CARGO CLAUSES (C)

## RISKS COVERED

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- |       |  |        |
|-------|--|--------|
| 1.1   | loss of or damage to the subject-matter insured reasonably attributable to                   | Risks  |
| 1.1.1 | fire or explosion  | Clause |
| 1.1.2 | vessel or craft being stranded grounded sunk or capsized                                     |        |
| 1.1.3 | overturning or derailment of land conveyance   |        |
| 1.1.4 | collision or contact of vessel craft or conveyance with any external object other than water |        |
| 1.1.5 | discharge of cargo at a port of distress,  |        |
| 1.2   | loss of or damage to the subject-matter insured caused by                                    |        |
| 1.2.1 | general average sacrifice  |        |
| 1.2.2 | jettison.  |        |

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

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

"Both to Blame Collision" Clause

## EXCLUSIONS

In no case shall this insurance cover

- |     |   |                           |
|-----|---|---------------------------|
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured   | General Exclusions Clause |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |                           |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) |                           |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured  |                           |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |                           |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel  |                           |
| 4.7 | deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons   |                           |
| 4.9 | 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.   |                           |

- 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 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.
- Unseaworthiness and Unfitness Exclusion Clause

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 | War Exclusion Clause |
| 6.2 | capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat                     |                      |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war.   |                      |

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 | Strikes Exclusion Clause |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions                                |                          |
| 7.3 | caused by any terrorist or any person acting from a political motive.  |                          |

## DURATION

- 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- |         |   |                |
|---------|---|----------------|
| 8.1.1   | on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,  | Transit Clause |
| 8.1.2   | on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either                                |                |
| 8.1.2.1 | for storage other than in the ordinary course of transit or   |                |
| 8.1.2.2 | for allocation or distribution,   |                |
|         | or  |                |
| 8.1.3   | on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur. |                |
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the 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, 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.

continued...

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

Termination of Contract of Carriage Clause

- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,  
or
- 9.4 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

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

Change of  
Voyage  
Clause

#### CLAIMS

11.1 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.

Insurable  
Interest  
Clause

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

Forwarding  
Charges  
Clause

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

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.

Constructive  
Total Loss  
Clause

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.

Increased  
Value  
Clause

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

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

Not to  
Inure Clause

#### MINIMISING LOSSES

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 minimizing 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.

Duty of  
Assured Clause

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

Waiver  
Clause

#### AVOIDANCE OF DELAY

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

Reasonable  
Despatch  
Clause

#### LAW AND PRACTICE

This insurance is subject to English law and practice.

English Law  
and Practice  
Clause

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



## INSTITUTE WAR CLAUSES (CARGO)

## RISKS COVERED

- |     |  |                              |
|-----|--|------------------------------|
| 1.  | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by  | Risks<br>Covered             |
| 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.   |                              |
| 2.  | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General<br>Average<br>Clause |

## EXCLUSIONS

- |     |   |  |
|-----|---|--|
| 3.  | In no case shall this insurance cover   | General<br>Exclusions<br>Clause            |
| 3.1 | loss damage or expense attributable to wilful misconduct of the Assured   |  |
| 3.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |  |
| 3.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                                 |  |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured  |  |
| 3.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |  |
| 3.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel  |  |
| 3.7 | any claim based upon loss of or frustration of the voyage or adventure  |  |
| 3.8 | loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   |  |
| 4.  | 4.1 In no case shall this insurance cover loss damage or expense arising from<br>unseaworthiness of vessel or craft,<br>unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,<br>where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness<br>And Unfitness<br>Clause |
| 4.2 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.   |  |

## DURATION

- |       |   |                   |
|-------|---|-------------------|
| 5.    | 5.1 This insurance  | Transit<br>Clause |
| 5.1.1 | attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel<br>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 place of discharge,<br>or<br>on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,<br>whichever shall first occur;<br>nevertheless,<br>subject to prompt notice to the Underwriters and to an additional premium, such insurance  |                   |
| 5.1.3 | reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,<br>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,<br>or<br>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,<br>whichever shall first occur.   |                   |
| 5.2   | If during the insured transit the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2 |                   |
| 5.2.1 | where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,<br>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 this 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 to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such 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 place of discharge;<br>thereafter such insurance terminates in accordance with 5.1.4.  |                   |
| 5.4   | The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.   |                   |
| 5.5   | Subject to prompt notice to Underwriters, 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 shipowners or charterers under the contract of affreightment.   |                   |

continued ...

(For the purpose of Clause 5)

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

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

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

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

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

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

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

#### BENEFIT OF INSURANCE

10. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

#### MINIMISING LOSSES

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause  
11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and  
11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

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

#### AVOIDANCE OF DELAY

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

#### LAW AND PRACTICE

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

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

**INSTITUTE WAR CLAUSES (AIR CARGO)**  
(excluding sendings by Post)

**RISKS COVERED**

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

**EXCLUSIONS**

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

**DURATION**

- |           |  |                   |
|-----------|--|-------------------|
| <b>3.</b> | This insurance   | Transit<br>Clause |
| 3.1.1     | attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured  |                   |
|           | and  |                   |
| 3.1.2     | terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge   |                   |
|           | or   |                   |
|           | on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur;  |                   |
|           | nevertheless,  |                   |
|           | <i>subject to prompt notice to the Underwriters and to an additional premium, such insurance</i>   |                   |
| 3.1.3     | reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,   |                   |
|           | and  |                   |
| 3.1.4     | terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,  |                   |
|           | or   |                   |
|           | on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,   |                   |
|           | whichever shall first occur.   |                   |
| 3.2       | If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2 |                   |
| 3.2.1     | where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,   |                   |
|           | or   |                   |
| 3.2.2     | where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.  |                   |
| 3.3       | If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches  |                   |
| 3.3.1     | in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;   |                   |
| 3.3.2     | in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;   |                   |
|           | thereafter such insurance terminates in accordance with 3.1.4.   |                   |
| 3.4       | <i>Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.</i>   |                   |

(For the purpose of Clause 3)

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

Continued ...

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

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.

**CLAIMS**

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. Insurable Interest Clause

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

7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause

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

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

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

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

**BENEFIT OF INSURANCE**

8. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

**MINIMISING LOSSES**

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

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

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

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

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

12. This insurance is subject to English law and practice. English Law & Practice Clause

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

**INSTITUTE WAR CLAUSES**  
(sendings by Post)

**RISKS COVERED**

- |           |  |                        |
|-----------|--|------------------------|
| <b>1.</b> | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by  | Risks Covered          |
| 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.   |                        |
| <b>2.</b> | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General Average Clause |

**EXCLUSIONS**

- |           |   |                           |
|-----------|---|---------------------------|
| <b>3.</b> | In no case shall this insurance cover   | General Exclusions Clause |
| 3.1       | loss damage or expense attributable to wilful misconduct of the Assured   |                           |
| 3.2       | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |                           |
| 3.3       | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) |                           |
| 3.4       | loss damage or expense caused by inherent vice or nature of the subject-matter insured  |                           |
| 3.5       | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |                           |
| 3.6       | any claim based upon loss of or frustration of the voyage or adventure  |                           |
| 3.7       | loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.   |                           |

**DURATION**

- |           |   |                |
|-----------|---|----------------|
| <b>4.</b> | This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate. | Transit Clause |
| <b>5.</b> | 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**

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

**MINIMISING LOSSES**

- |           |  |                        |
|-----------|--|------------------------|
| <b>7.</b> | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder   | Duty of Assured Clause |
| 7.1       | to take such measures as may be reasonable for the purpose of averting or minimising such loss,  |                        |
|           | and  |                        |
| 7.2       | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised  |                        |
|           | and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.   |                        |
| <b>8.</b> | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver Clause          |

**AVOIDANCE OF DELAY**

- |           |  |                            |
|-----------|--|----------------------------|
| <b>9.</b> | It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. | Reasonable Despatch Clause |
|-----------|--|----------------------------|

**LAW AND PRACTICE**

- |            |  |                                 |
|------------|--|---------------------------------|
| <b>10.</b> | This insurance is subject to English law and practice. | English Law and Practice Clause |
|------------|--|---------------------------------|

## INSTITUTE STRIKES CLAUSES (CARGO)

## RISKS COVERED

- |    |  |                              |
|----|--|------------------------------|
| 1. | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by  | Risks<br>Clause              |
|    | 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions   |                              |
|    | 1.2 any terrorist or any person acting from a political motive.  |                              |
| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General<br>Average<br>Clause |

## EXCLUSIONS

- |    |   |  |
|----|---|--|
| 3. | In no case shall this insurance cover   |  |
|    | 3.1 loss damage or expense attributable to wilful misconduct of the Assured   |  |
|    | 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  |  |
|    | 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                             | General<br>Exclusions<br>Clause                      |
|    | 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured  |  |
|    | 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)  |  |
|    | 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel  |  |
|    | 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot 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.   |  |
| 4. | 4.1 In no case shall this insurance cover loss damage or expense arising from<br>unseaworthiness of vessel or craft,<br>unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,<br>where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded wherein. | Unseaworthiness<br>and Unfitness<br>Exclusion Clause |

## DURATION

- |     |   |  |
|-----|---|--|
| 5.  | 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either  | Transit<br>Clause                                |
|     | 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,  |  |
|     | 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either  |  |
|     | 5.1.2.1 for storage other than in the ordinary course of transit or   |  |
|     | 5.1.2.2 for allocation or distribution,   |  |
|     | or  |  |
|     | 5.1.3 on the expiry of 60 days after completion of discharge 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, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.   |  |
| 5.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.  |  |
| 6.  | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either | Termination of<br>Contract of<br>Carriage Clause |
| 6.1 | until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,  |  |
|     | or  |  |
| 6.2 | if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.   |  |
| 7.  | Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .  | Change of<br>Voyage<br>Clause                    |

## CLAIMS

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

continued ...

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. Increased Value Clause  
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. Not to Inure Clause

**MINIMISING LOSSES**

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

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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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.  
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## INSTITUTE STRIKES CLAUSES (AIR CARGO)

**RISKS COVERED**

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

Risks  
Clause**EXCLUSIONS**

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

General  
Exclusions  
Clause**DURATION**

3. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
  - 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 3.1.2.1 for storage other than in the ordinary course of transit or
    - 3.1.2.2 for allocation or distribution,
  - or
  - 3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
  - 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
  - 3.3 This insurance shall remain in force (subject to the termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 4.1 until the subject-matter is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such place, whichever shall first occur,
  - or
  - 4.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. 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*.

Transit  
ClauseTermination of  
Contract of  
Carriage  
ClauseChange of  
Transit  
Clause**CLAIMS**

6. 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

Insurable  
Interest  
ClauseIncreased  
Value  
Clause

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

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

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

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

continued ...



**BENEFIT OF INSURANCE**

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

Not to Inure  
Clause

**MINIMISING LOSSES**

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

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

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

Duty of  
Assured  
Clause

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

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

Waiver  
Clause

**AVOIDANCE OF DELAY**

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

Reasonable  
Despatch  
Clause

**LAW AND PRACTICE**

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

English Law  
and Practice  
Clause

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

**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 a additional premium to be agreed.

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

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

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

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10/11/03

**INSTITUTE RADIOACTIVE, CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE (Cl. 370)**

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

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

**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE (Cl. 380)**

- 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.

01/01/34

**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 the replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

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