



Zurich Marine Cargo Insurance

Single Shipment



1. Definitions

When used in this policy, *schedule* or endorsements the following definitions will apply:

General Average

General Average shall mean losses resulting from a voluntary sacrifice of part of a ship or cargo to save the whole in an emergency.

Insured, You, Your, Assured

insured, you, your, Assured means the insured as named in the *schedule* or as otherwise defined in the policy.

Period of insurance

period of insurance means the period of insurance stated in the *schedule*.

Schedule

schedule means the schedule attaching to and forming part of the policy, including any *schedule* substituted for the original *schedule*.

Subject matter insured

subject matter insured means the insured goods including packaging and labels.

Terrorism

terrorism means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

2. Scope of coverage

The coverage granted by this policy begins from the moment in which the operations of loading the goods in the warehouse of origin begin, will remain during its transport, intermediate stays inherent to it (up to a maximum of 60 days) and possible transfers, and will end on the delivery of the goods once unloaded in the warehouses of the recipients, all in accordance with the coverage stipulated in this policy, and the terms and conditions corresponding to the contract of sale or Incoterm used in each case.

3. The Cover

We insure *you* for loss of or damage to the *subject matter insured*, liability or expense subject to the following Institute Cargo Clauses:

Institute Frozen Food Clauses (A) – extended to include Chilled Food: *Clause 1.2.1 of the Institute Frozen Food Clauses A 1/1/86 is hereby amended to read as follows: “breakdown of refrigeration machinery resulting in its stoppage for a period of not less than 12 consecutive hours”*

Institute War Clauses (Cargo)

Institute Strikes Clauses (Frozen Food) – extended to include Chilled Food

Institute Classification Clauses

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

Marine Cyber Endorsement

Communicable Disease Exclusion (Cargo)

Termination of Transit Clause Terrorism

4. Conditions of cover

4.1 Conditions of insurance

The conditions of insurance are as specified in this policy wording, the *schedule* and attachments and any clauses referred to in the *schedule*, all of which are to be read together.

Any reference in the conditions of insurance to Institute Clauses is to the clauses published by the International Underwriting Association of London.

Any reference to 'English law and practice' is amended to German law and practice' wherever it appears.

4.2 Basis of valuation

For shipments involving imports or exports the *subject matter insured* is agreed to be valued as stated in the *schedule*.

For transits commencing and terminating within the same country:

- when stated as invoice value in the *schedule* the agreed value is the invoice cost or value, plus any costs incidental to the insured transit that are not covered by the invoice; or
- if there is no invoice, the value is the market value or the cost, at the time of the commencement of the insured transit, of replacing the *subject matter insured* with similar goods of the same age and condition.

4.3 Limits on cover

Further to any limitations to the cover set out in the applicable conditions of insurance, this insurance is limited to the limit of liability stated in the *schedule*.

5. Additional Clauses

5.1 Brands

We will not sell or dispose of salvaged branded goods without your consent. If you do not give your consent we may retain the goods and their reasonable salvaged value will be deducted from the amount payable in respect of the claim.

5.2 Container demurrage charges

This policy will cover demurrage charges and/or late penalties assessed against you for the late return of containers when they are retained by you on our instruction for inspection following a claim to a maximum of US\$20,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured.

The period for which we will be liable begins at the time we instruct you to retain the containers and finishes at the time our surveyor instructs you to return the containers.

5.3 Debris

This policy covers the cost of removal and disposal of damaged, deteriorated or contaminated subject matter insured and of cleaning and decontamination to a limit of up to US\$50,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured.

5.4 Deck cargo

If the subject matter insured is shipped on deck of vessels other than in general purpose I.S.O fully enclosed containers it is insured according to the conditions stated in the schedule but excluding loss, damage or expense caused by or arising from rust, oxidation, discolouration, fresh water or sea water unless as a result of a peril insured by the Institute Cargo Clauses (B) with sub clause 1.2.3 deleted.

5.5 Delayed unpacking

In the case of delay in opening cases or packages (except those showing signs of damage, wetting or staining) loss or damage discovered when they are opened within 90 days of delivery will be treated as having happened during an insured transit unless there is evidence to the contrary.

5.6 General Average and Salvage

For the purpose of claims for General Average contribution and Salvage Charges the subject matter insured shall be deemed to be insured for its full contributory value.

5.7 Labels

In the event of loss or damage to labels or wrappers caused by an insured peril, we will not be liable for more than the cost of new labels, capsules or wrappers and the cost of re-labelling and repacking but only up to the insured value of the subject matter insured.

5.8 Letter of Credit

Where you are obligated to arrange insurance in accordance with any instructions contained in a Letter of Credit cover is granted provided that it does not exceed the existing terms and conditions of this policy unless with our prior consent and at an additional premium if required.

5.9 Packers

The insurance applies while the subject matter insured is in transit to or from packers' premises and while there for packing up to a maximum of 30 days.

5.10 Sealed containers

Claims for theft, shortage or non-delivery of a whole package or item shipped in a container will not be invalidated solely because the seals appear intact on delivery, provided we are given:

1. documentary evidence the package or item was loaded into the container; and
2. a copy of the discharge tally sheet or claused delivery notes,

to substantiate the loss.

5.11 Shut out

In the event of the subject matter insured being 'shut out' from a vessel, this policy extends to cover the subject matter insured while waiting on the wharf, quay or pier or for the transfer to and whilst at another wharf, quay or pier and onforwarding by another vessel, subject to you notifying us as soon as you become aware of such event.

I. Exclusions

The following exclusions apply in addition to the exclusions contained in the Institute clauses or stated elsewhere in the schedule and attachments to this policy.

1. Information technology hazards

This insurance does not cover losses otherwise recoverable arising directly or indirectly out of loss of or damage to, or a reduction or alteration in the functionality or operation of, a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment whether your property or not unless the losses are caused directly by one or more of the following perils:

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

2. Mechanical or electronic derangement

This policy excludes mechanical, electrical or electronic breakdown or malfunction where there is no external evidence that an insured event has occurred.

3. Terrorism

This policy excludes any loss, damage, liability or expense arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

However, this exclusion will not apply to the extent of the provisions of the Termination of Transit Clause Terrorism.

4. Sanctions Exclusion

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions, law or regulation.

II. Claims conditions

Claims procedure

When loss or damage happens which may give rise to a claim under this policy, you and/or your agent should take all reasonable measures to avert or minimise the loss and ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. You and/or your agent must:

1. claim immediately on the carriers, port authorities or other bailees for any missing packages;
2. in no circumstances, other than under written protest, give clean receipts where goods are in damaged or doubtful condition;
3. in no circumstances, other than under written protest, sign a receipt for goods which are in damaged or doubtful condition without noting the damage or doubt regarding the condition on that receipt;
4. apply immediately for survey by carriers' or bailees' representatives if any loss or damage is apparent and claim on the carriers or bailees for any loss or damage found during the survey;
5. give notice, in writing, to the carriers or bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery; and
6. immediately notify us, or our nominated survey/settling agent, what has happened and promptly send full details including details of any other insurance on the subject matter insured and the following documentation:
 - original or copy of shipping invoices, shipping specifications and/or weight notes;
 - original bill of lading, waybill and/or other contract of carriage;
 - landing account and weight notes at final destination;
 - documentary evidence of the extent of the loss or damage; and
 - any correspondence with the carrier or bailee about their liability for loss or damage;
7. not authorise any repairs to the subject matter insured without our consent.

Claims settlement

In the event of a claim, we have the option of settling your loss by payment, repair, reinstatement or replacement.

Excess

In the event of a claim (other than a claim for total loss, General Average or Salvage) you must bear first the amount of any excess specified in the schedule or elsewhere in the policy wording.

Other insurance

When making a claim on this policy you must also supply us with written details of all policies that may pay or partially pay that claim.

Rights of subrogation

We are entitled to exercise any rights you or any assignee may have against anyone else in relation to the subject matter insured for which we have settled a claim under this policy. You, or anyone else entitled to claim under this policy, must cooperate fully with us in exercising those rights and must give us any information or assistance we may require.

Legal regulation

Insurance entity and control authority of its activity

Zurich Insurance Public Limited Company is an insurance company registered in Ireland, with company number 13460, domiciled in Zurich House, Ballsbridge Park, Dublin 4, Ireland. It is supervised and registered by the Central Bank of Ireland, and authorized to operate in Germany under the right of establishment through its branch Zurich Insurance plc, Branch in Germany.

Zurich Insurance plc, Branch in Germany is registered at Frankfurt / Main under register no. HRB 88353). Its address is Platz der Einheit 2, 60327 Frankfurt / Main (Germany). Besides being supervised by the Central Bank of Ireland, it is also subject to limited supervision by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) (German financial supervisory authority).

Current company information can be retrieved at www.zurich.de/gesellschaftsangaben.

Legislation and jurisdiction

This policy shall solely be subject to German law (excluding the UN Sales Convention). Conflicts not related to the object of the arbitration clause will be exclusively submitted to the German jurisdiction at Frankfurt / Main.

In particular the German Insurance Contract Act (VVG) applies, unless the conditions of this policy with its schedule and attachments deviate from it.

Arbitration

If we accept responsibility for an accident, but there is a dispute over the amount to be paid, it will be submitted to a single arbitrator chosen by common agreement with the policyholder / insured. In case of not reaching this agreement, the appointment will be submitted to the Courts of Frankfurt / Main, Germany (§ 1035 III ZPO).

In case of appointment of an arbitrator, who in any case must demonstrate experience in the field of transport insurance, the same shall resolve the dispute with as much evidence provided by the parties within a maximum period of three months. The Arbitration will be held in Frankfurt / Main (Germany), in English (or a different language should the parties agree on it). In all matters not regulated in this article, the German arbitration proceedings according to the §§ 1025 ff. of the German code of civil procedure (ZPO) shall apply.

Non- or delayed payment of the insurance premium

(1) If the premium is not paid within 14 days after the insurance contract has been concluded and the policy holder has been requested to pay the premium, the insurer is entitled to withdraw from the contract as long as the payment has not been made. If the insurer has not initiated a court proceeding with regard to the unpaid premium within three months after the premium had become due, it is deemed that the insurer has withdrawn from the contract.

(2) If the time period defined in paragraph (1) has lapsed and the premium has not been paid when the insured event occurs, the insurer shall not be obligated to provide coverage or effect payment.

(3) The legal consequences stipulated in paragraphs (1) and (2) shall not apply if the policyholder is not responsible for the non- or delayed payment of the premium.

Personal data protection

Responsible for data processing: Zurich Insurance plc, Branch in Germany ("the Insurer")

Purposes and recipients of data processing:

1. In the policy:

For the execution of the insurance contract, the Insurer is subject to its own insurance regulations and in such condition acts as Responsible for the treatment. Likewise, the policyholder, in regard to his own activity, can also act as Responsible for treatment.

Purposes of the processing of personal data in the policy:

- **In order to manage the contract:** The personal data will be included in files of Zurich Insurance plc, Branch in Germany, and its Zurich Insurance plc matrix, the purpose of which is the conclusion of the contract, perfection, maintenance and control of the insurance contract, as well as the performance of statistical, quality studies or technical analysis, the management of coinsurance, reinsurance, where appropriate, and, by the parent, treatments related to the prevention of money laundering and Terrorist financing.
- Legitimation: The execution of the contract and the regulations of the insurance, mainly, the Insurance Contract Act (VVG) and the regulations of prevention of money laundering and financing of terrorism.

2. Personal data of the representative (natural person) of the legal entity

The Representative (individual) of each of the Parties is informed by this clause that their personal data provided to execute this insurance contract will be treated by the other in order to manage the contractual relationship.

Where appropriate, the policyholder guarantees the insurer, with respect to any other personal data that he has been able to communicate in execution of the insurance contract, that he has informed the Interested Party (whether insured, beneficiary or any other figure), prior to said communication, of the processing of your data in the terms provided in this clause and that you have met any other requirement that is necessary to enable the legitimate communication of your personal data to the Insurer in accordance with the applicable regulations.

The legal basis for the aforementioned treatments is the execution of the contract and of the insurance regulations, mainly, the Insurance Contract Act (VVG).

Personal data will not be communicated to third parties, except, where appropriate, for the fulfilment of the obligations contained in the applicable regulations.

3. Third party data (collective or when listings with personal data of natural persons are included)

In those cases in which the policy is formalized by the policyholder for the benefit of a third party, the treatment of the data of the insured / beneficiaries, including those of health, if any, are legitimized by the existence of a contractual relationship when necessary for the formalization of the contract.

In this case, the policyholder / insured contractually assumes the obligation to inform said third parties about the treatment that the insurer makes of their personal data.

Rights and Additional Information

Rights: The holder of the personal data (in case of being a natural person) and the Interested Party and the Representative (in case of being a legal person) have the right to access, rectify, oppose and delete personal data, as well as other rights, as explained in "Additional information".

Additional information: You can consult the additional information at www.zurich.de/datenschutz.

International Public Order Application

Without prejudice to the terms of this agreement, the coverage insurer may not be considered to make payments or provide any service or benefit in favour of any insured or third party while that coverage, payment, service or benefit and / or any other business or activity of the insured could contravene laws or commercial regulations, commercial embargo, or economic sanctions affected by an international public order.

Likewise, in the event that the insurer, on the occasion of compliance with the formalities provided for in said regulations, exceeds the maximum period established for the fulfilment of certain obligations, these will not accrue late payment interest.

SEPA (Single European Payment Area) regulations

The policyholder / insured, when providing the bank details for the payment of the insurance premium or, where appropriate, for the recovery of franchises, consents and authorizes that its amount be charged to the account provided and collected in this document or in the one that, during the life of the contract, is communicated to the Insurance Entity for that purpose.

In the event that the policyholder / insured is not the owner of the account provided, he claims to have obtained the authorization of the holder for such purposes.

Reasonable diligence

The insured must act with reasonable diligence to avoid the loss, destruction, damage or death covered by this policy.

Severability:

If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance. Any changes of or amendments to this Agreement must be in writing to become effective.

Third parties

If any other person or entity has the right to claim a claim under this policy, that person and / or entity must also comply with the conditions of the policy.

Transfer

For shipments that involve imports and / or exports, this policy allows the insured or any assignee to transfer the insurance to another person and / or entity.

For transits that begin and end in the same country, you can only transfer a transfer right under this policy with our written consent.

<p>12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. 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>Forwarding Charges Clause</p>
<p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p>	<p>Constructive Total Loss Clause</p>
<p>14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Increased Value Clause</p>
<p>BENEFIT OF INSURANCE</p>	
<p>15. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p>MINIMISING LOSSES</p>	
<p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>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>Duty of Assured Clause</p>
<p>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.</p>	<p>Waiver Clause</p>
<p>AVOIDANCE OF DELAY</p>	
<p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p>Reasonable Despatch Clause</p>
<p>LAW AND PRACTICE</p>	
<p>19. This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>

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

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

CL263
1 January 1986

INSTITUTE CARGO CLAUSES (B)

(Extract as reference for 'Deck Cargo clause')

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
 - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 earthquake volcanic eruption or lightning,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,
 - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

CL383

01/01/2009

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 any claim based upon loss of or frustration of the voyage or adventure
 - 3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5. 5.1 This insurance
 - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and

- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the Insurers and to an additional premium, such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,
or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium*, this insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
thereafter this insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
- 5.5 *Subject to prompt notice to Insurers, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5

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

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

Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

Insurable Interest

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

Increased Value

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

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

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

Duty of Assured

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

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CL385
01/01/2009

INSTITUTE STRIKES CLAUSES (FROZEN FOOD)
(Excluding Frozen Meat)

RISKS COVERED

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| <p>1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>1.2 any terrorist or any person acting from a political motive.</p> | Risks Clause |
| <p>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.</p> | General Average Clause |

EXCLUSIONS

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| <p>3. In no case shall this insurance cover</p> <p>3.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>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)</p> <p>3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>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)</p> <p>3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>3.7 loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion</p> <p>3.8 any claim based upon loss of or frustration of the voyage or adventure</p> <p>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</p> <p>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</p> <p>3.11 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.</p> | General Exclusions Clause |
| <p>4. 4.1 In no case shall this insurance cover loss damage or expense arising from</p> <p style="padding-left: 40px;">unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,</p> <p style="padding-left: 40px;">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>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.</p> | Unseaworthiness and Unfitness Exclusion Clause |

DURATION

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| <p>5. 5.1 This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>5.1.1 on delivery to the cold store or place of storage at the destination named herein,</p> | Transit Clause |
|---|----------------|

- 5.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution,
 - or
 - 5.1.3 on the expiry of 5 days after discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
 - 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, 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 *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
 - 6.1 until the goods are sold and delivered at such port or place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or
 - 6.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
 - 7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*
- CLAIMS**
- 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.
 - 9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
 - 9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- BENEFIT OF INSURANCE**
- 10. This insurance shall not inure to the benefit of the carrier or other bailee.

Termination of Contract of Carriage Clause

Change of Voyage Clause

Insurable Interest Clause

Increased Value Clause

Not to Inure Clause

MINIMISING LOSSES

- | | |
|---|-------------------------------|
| <p>11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and</p> <p>11.2 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>Duty of Assured Clause</p> |
| <p>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.</p> | <p>Waiver Clause</p> |

AVOIDANCE OF DELAY

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| <p>13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> | <p>Reasonable Despatch Clause</p> |
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LAW AND PRACTICE

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| <p>14. This insurance is subject to English law and practice.</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.

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

1/1/86
CL265

INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

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

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

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions **subject to an additional premium to be agreed.**
 - Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they :
 - 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
 - 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

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

NATIONAL FLAG SOCIETY

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

PROMPT NOTICE

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

LAW AND PRACTICE

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

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

CL354

1 January 2001

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

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

CL370
10/11/2003

MARINE CYBER ENDORSEMENT

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

LMA5403
11 November 2019

COMMUNICABLE DISEASE EXCLUSION (CARGO)

- 1 Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011
17 April 2020

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

- 4 Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**
- either**
- 1.1 As per the transit clauses contained within the Policy,
 - or**
 - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
 - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
 - or**
 - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge,
 - 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,
- whichever shall first occur.
- 5 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1 .
- 6 This clause is subject to English law and practice.

JC2001/056
20 November 2001