



# Zurich Marine Cargo Insurance

Single Shipment





## 1. Definitions

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

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.

Insurer, Insurers, Insurance Company

*Insurer, Insurers, Insurance Company* means Zurich Insurance plc - Italy Branch with registered office in Via Benigno Crespi 23, 20159 Milan, registered with the IVASS Register of Undertakings on 03.01.2008 at no. I.00066, Tax Code, VAT and registered with the Company Register of Milan at no. 05380900968.

Certified Electronic Mail: [zurich.insurance.plc@pec.zurich.it](mailto:zurich.insurance.plc@pec.zurich.it)

## 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 attached Institute Cargo Clauses:

Institute Cargo Clauses (A)

Institute War Clauses (Cargo)

Institute Strikes Clauses (Cargo)

Institute Classification Clauses 1/1/01

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

Marine Cyber Endorsement - LMA5403 - 11/11/19

Termination of Transit Clause Terrorism

## 4. General 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 current at the effective date of this policy.

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

### 4.2 Applicable Law - Competent Court

The insurance policy is subject to the Italian law and jurisdiction.

In case of dispute, the competent Court is exclusively the Court in Milan, unless the customer holds the status of "Consumer" pursuant to D.Lgs. 206/2005 (Codice del Consumo). In the latter case, the competent Court will be the one in the customer's residence or elected domicile.

### 4.3 Declaration of Policyholder and / or Assured

The insurance policy is based on the declarations of the Policyholder and / or the Assured, who are obliged to disclose all the circumstances that may affect the assessment of the risk. In particular, the Policyholder and / or the Assured must declare:

- a) if the goods belong to the category of flammable, explosive or dangerous goods;
- b) if the goods are for transshipment or redespach, with an indication of the place of origin and the date of arrival;
- c) the existence of any clause including the carrier's exemption or limitation of liability, other than provided for by the applicable law or international conventions;
- d) the name of the vessel for the purposes of article 523 of the Italian Navigation Code;
- e) if any consent has been given to loading on-deck, except in the case of goods declared for transport on ferries and / or RO-ROs or in containers on specially equipped vessels;
- f) if it is provided that the voyage shall take place with transshipment.

### 4.4 Transfer of contract

The insurance policy may be transferred by endorsement on the insurance document. The Insurers may apply, to the transferee, all the exceptions which are applicable to the transferor.

### 4.5 Insurance with various Insurers

When, for one and the same risk, several insurances with several Insurers have been taken out separately - even by various contracting parties - the Article 1910 of the Civil Code will apply.

### 4.6 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.

## 4.7 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*.

## 4.8 Reasonable Diligence

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

## 4.9 Premium payment

The validity and effectiveness of this insurance policy is subject to the fact that the agreed premium has been duly paid by the Assured. The relevant premium must be paid by bank transfer or credit / debit / prepaid card.

# 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 Containers

This policy will cover your legal liability for physical loss of or damage to Maersk owned shipping containers and/or flatracks in your care, custody and control up to a limit of US\$20,000 (or equivalent in other currencies) any one loss or occurrence in addition to the sum insured. An excess of US\$500 will be applicable to this clause.

For the purpose of this clause only, Maersk A/S are a loss payee.

## 5.3 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.

## 5.4 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.

## 5.5 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, oxidisation, 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.

## 5.6 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.

## 5.7 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.

## 5.8 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.

## 5.9 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.

## 5.10 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.

## 5.11 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.

## 5.12 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.

# 6. 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.

## 6.1 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.

## 6.2 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.

## 6.3. 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.

## 6.4 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.

## 6.5 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.

## 7. Claims conditions

### 7.1 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.

### 7.2 Claims settlement

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

### 7.3 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.

### 7.4 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.

### 7.5 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.

## INSTITUTE CARGO CLAUSES (A)

## RISKS COVERED

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

## EXCLUSIONS

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.



## **DURATION**

### Transit Clause

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

continues during the ordinary course of transit

and terminates either

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

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

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

8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter 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 subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

### Termination of Contract of Carriage

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

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

or

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

### Change of Voyage

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

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

## **CLAIMS**

### Insurable Interest

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

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

### Forwarding Charges

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

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

#### Constructive Total Loss

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

#### Increased Value

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

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

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

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

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

#### **BENEFIT OF INSURANCE**

15. This insurance

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

#### **MINIMISING LOSSES**

##### Duty of Assured

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

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

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

##### Waiver

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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**01/01/2009**

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## INSTITUTE STRIKES CLAUSES (CARGO)

### RISKS COVERED

#### Risks

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

#### General Average

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

### EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 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 directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 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
  - 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 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter 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 subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

##### Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either*
- 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
  - 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

##### Change of Voyage

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



## CLAIMS

### Insurable Interest

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

### Increased Value

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

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

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

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

## BENEFIT OF INSURANCE

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

## MINIMISING LOSSES

### Duty of Assured

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

### Waiver

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

## AVOIDANCE OF DELAY

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

## LAW AND PRACTICE

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

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

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**CL386**  
**01/01/2009**

1/1/09

## 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 exercisedand 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 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.**

\* 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)

10/11/2003

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

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

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

**(U.S.A. & Canada Endorsement)**

This Agreement is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10.11.03 (RACCBE). The inclusion of RACCBE in this Agreement is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the Parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S. A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province of territory of Canada, to the fullest extent permitted by applicable law.

In addition to the coverage afforded by the above endorsement (USCAN A) the institute Radioactive Contamination Exclusion clause USA Endorsement USEN91 (and subsequent amendments), or the local market equivalent of USEN91, remains applicable to those Original Policies which contain such conditions.

## MARINE CYBER ENDORSEMENT - LMA5403 (11.11.19)

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.

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## TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

- 1 Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE**:

**either**

- 1.1 As per the transit clauses contained within the Policy,

**or**

- 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
- 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured 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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
- 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall first occur.**

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



## INFORMATIVA PRIVACY

Gentile Cliente,

la nostra Società ha la necessità di trattare alcuni dei Suoi dati personali al fine di poter fornire i servizi e/o le prestazioni e/o i prodotti assicurativi richiesti o in Suo favore previsti. Ai sensi dell'art. 13 del Regolamento Europeo nr. 2016/679 (di seguito per brevità il "**Regolamento**") forniamo, pertanto, qui di seguito l'informativa relativa al trattamento dei Suoi dati personali.

### 1) IDENTITA' E DATI DI CONTATTO DEL TITOLARE DEL TRATTAMENTO E DEL RESPONSABILE PER LA PROTEZIONE DEI DATI

Il **Titolare del Trattamento** è Zurich Insurance Plc Rappresentanza Generale per l'Italia (di seguito per brevità la Società o Compagnia) con la quale è stato sottoscritto il contratto di assicurazione o che ha emesso un preventivo/quotazione, avente sede in Via Benigno Crespi, 23, 20159 – Milano (la "**Società**").

Potrà contattare il Titolare, indirizzando la Sua comunicazione all'attenzione del Responsabile per la Protezione dei Dati ad uno dei seguenti recapiti: inviando un'e-mail all'indirizzo [privacy@it.zurich.com](mailto:privacy@it.zurich.com) ovvero scrivendo a mezzo posta alla sede sopra riportata.

### 2) FINALITA' DEL TRATTAMENTO

#### a) Finalità contrattuali e di legge

I Suoi dati personali saranno trattati dalla Società:

- (i) al fine di **fornire i servizi e/o le prestazioni e/o i prodotti assicurativi richiesti o in suo favore richieste**, ivi compresa la registrazione e l'accesso al servizio attraverso il quale consultare la Sua posizione relativa ai Suoi contratti assicurativi in essere con la Società (c.d. Area Clienti);
- (ii) per ogni altra **finalità connessa ad obblighi di legge, regolamentari, disciplina comunitaria** e per finalità strettamente connesse alle attività assicurative fornite dalla Società. Per finalità assicurative sono contemplati, ad esempio, i seguenti trattamenti: predisposizione di preventivi e/o quotazioni per l'emissione di una polizza, predisposizione e stipulazione di contratti assicurativi, raccolta del premio assicurativo, accesso alla c.d. Area Clienti, liquidazione dei sinistri o pagamento delle altre prestazioni previste dal contratto assicurativo sottoscritto, riassicurazione, coassicurazione, prevenzione e individuazione delle frodi assicurative e relative azioni legali, costituzione, esercizio e difesa di diritti dell'assicuratore; adempimento di altri specifici obblighi di legge o contrattuali; antiterrorismo, gestione e controllo interno.

Il conferimento dei dati personali per tali finalità deriva dalla sottoscrizione di un contratto assicurativo ovvero dalla richiesta di un preventivo/quotazione per la stipula di un contratto e dai correlati obblighi legali ed un eventuale mancato conferimento potrebbe comportare l'impossibilità per la nostra Società di fornirle i servizi e/o le prestazioni e/o i prodotti assicurativi richiesti, ivi compresi la quotazione, la registrazione e l'accesso al servizio c.d. Area Clienti.

#### b) Soft Spam

Le ricordiamo, inoltre, che sulla base della normativa vigente, la Società potrà utilizzare le coordinate di posta elettronica da Lei fornite in occasione dell'acquisto di un nostro servizio e/o prestazione e/o prodotto assicurativo per proporre prodotti, servizi e prestazioni analoghi a quelli da Lei acquistati. Tuttavia, qualora non desiderasse ricevere tali comunicazioni, potrà darne avviso in qualsiasi momento alla Società, utilizzando gli indirizzi riportati al precedente paragrafo 1 della presente informativa privacy o utilizzando il link presente sulle comunicazioni email da Lei ricevute. La Società, in tal caso, interromperà senza ritardo la suddetta attività.

#### c) Attività di autovalutazione del servizio prestato

I Suoi dati personali, potranno altresì essere utilizzati dalla Società per contattarla al fine di ricevere da Lei informazioni circa la gestione dell'attività assicurativa da parte di Zurich e dei soggetti dalla stessa incaricati, al fine di procedere ad un'autovalutazione della gestione della pratica da parte della Società, in un'ottica di miglioramento del servizio fornito. Tuttavia, ove Lei non desiderasse essere contattato per tale scopo, potrà darne avviso in qualsiasi momento alla Società, utilizzando gli indirizzi riportati al precedente paragrafo 1. In tal caso, la Società non procederà con il trattamento di cui al presente paragrafo 2 b).

Con riferimento ai precedenti punti 2 b) e c) ove Lei ai sensi di quanto sopra richiedesse di non essere più contattato, ciò non pregiudicherà in alcun modo la possibilità di ottenere i servizi e/o le prestazioni e/o i prodotti assicurativi richiesti.

### 3) BASE GIURIDICA DEL TRATTAMENTO E LEGITTIMO INTERESSE

Con riferimento ai trattamenti svolti per le finalità di cui al precedente:

- (i) punto 2 a) (*trattamenti svolti per finalità contrattuali e di legge*), la base giuridica degli stessi sono:
  - (i) adempimento agli obblighi pre-contrattuali e contrattuali (per la gestione delle fasi precontrattuali – emissione di preventivo / quotazione – e contrattuali del rapporto, ivi incluse le attività di raccolta dei premi, liquidazione dei sinistri);
  - (ii) la normativa applicabile di settore, sia nazionale che comunitaria (quale l'invio di comunicazioni obbligatorie in corso di contratto, verifiche antiterrorismo);
  - (iii) l'interesse legittimo della Società (per le attività di prevenzione delle frodi, indagini, di tutela dei propri diritti anche in sede giudiziaria).
- (ii) punto 2 b) (soft spam) la base giuridica è da rinvenirsi nel legittimo interesse della Società all'utilizzo delle coordinate di posta elettronica di un cliente all'invio di un numero limitato di comunicazioni commerciali che possano essere appropriate ed inerenti al rapporto assicurativo con Lo stesso intercorrente;

- (iii) punto 2 c) (attività di autovalutazione) la base giuridica è da rinvenirsi nel legittimo interesse della Società ad effettuare un'autovalutazione dell'attività dalla stessa svolta in merito ai servizi forniti e alla gestione della pratica assicurativa, al fine di migliorare il proprio operato.

#### 4) CATEGORIE DI DESTINATARI DEI DATI PERSONALI

Con riferimento ai trattamenti svolti per le finalità di cui al precedente:

- (i) punto 2 a) (*trattamenti svolti per finalità contrattuali e di legge*), i Suoi dati personali potrebbero essere comunicati alle seguenti categorie di soggetti: (i) assicuratori, coassicuratori, riassicuratori (ii) intermediari assicurativi (agenti, broker, banche ) (iii) banche, istituti di credito; (iv) società del Gruppo Zurich Insurance Group Ltd; (v) legali; periti; medici; centri medici, soggetti coinvolti nelle attività di riparazione automezzi e beni assicurati (vi) società di servizi, fornitori, società di postalizzazione (vii) società di servizi per il controllo delle frodi; società di investigazioni; (viii) società di recupero crediti; (ix) ANIA e altri Aderenti per le finalità del Servizio Antifrode Assicurativa, organismi associativi e consortili, Ivass ed altri enti pubblici propri del settore assicurativo; (x) magistratura, Forze di Polizia e altre Autorità pubbliche e di Vigilanza.
- (ii) punti 2 b), c) (soft spam e attività di autovalutazione), i Suoi dati personali potrebbero essere comunicati alle seguenti categorie: (i) società del Gruppo Zurich Insurance Group Ltd; (ii) società di servizi, fornitori, outsourcer.

#### 5) TRASFERIMENTO ALL'ESTERO DEI DATI

I Suoi dati personali potranno essere trasferiti all'estero, prevalentemente verso paesi Europei. I dati personali possono tuttavia essere trasferiti verso paesi extra europei (tra cui la Svizzera, sede della società capogruppo e UK). Ogni trasferimento di dati avviene nel rispetto della normativa applicabile ed adottando misure atte a garantire i necessari livelli di sicurezza. Si precisa a tal riguardo che i trasferimenti verso Paesi extra europei - in assenza di decisioni di adeguatezza della Commissione Europea - avvengono sulla base delle "Clausole Contrattuali Tipo" emanate dalla Commissione medesima quale garanzia del corretto trattamento. Potrà in ogni caso sempre contattare il Responsabile per la Protezione dei Dati ai recapiti riportati nel paragrafo 1 al fine di avere esatte informazioni circa il trasferimento dei Suoi dati ed il luogo specifico di loro collocazione.

#### 6) PERIODO DI CONSERVAZIONE DEI DATI PERSONALI

I Suoi dati personali verranno conservati per i seguenti periodo di tempo:

- (i) dati precontrattuali (in caso di mancata stipula della polizza): per 60 giorni dalla data di decorrenza del preventivo/quotazione;
- (ii) dati contrattuali: per 10 anni successivi al termine del rapporto assicurativo;
- (iii) dati inerenti alle attività antifrode: per 10 anni successivi al termine del rapporto assicurativo;
- (iv) dati inerenti alle attività di contrasto al terrorismo: 10 anni;
- (v) dati inerenti alle attività di tutela dei propri diritti (anche in sede giudiziaria): per il termine di passaggio in giudicato della relativa sentenza o ultimo grado di giudicato e, ove necessario, per la successiva fase esecutiva;
- (vi) dati trattati per finalità di soft spam: due anni dalla loro comunicazione o dalla conferma circa la possibilità di loro utilizzo per tali finalità;
- (vii) dati trattati per attività di autovalutazione: per 12 mesi dalla conclusione dell'attività di autovalutazione.

#### 7) ESISTENZA DI UN PROCESSO DECISIONALE AUTOMATIZZATO

La informiamo che la Società, al fine di valutare e predisporre i propri preventivi, calcolare la classe di rischio ed il premio assicurativo, così come previsto dalla normativa applicabile, necessita di svolgere delle attività di analisi attraverso un processo decisionale automatizzato analizzando i dati inerenti alla precedente storia assicurativa del soggetto interessato e pregressi eventi (quali, ad esempio i sinistri). Questo processo viene svolto utilizzando algoritmi prestabiliti e limitati all'esigenza precipua di calcolo del rischio connesso con l'attività assicurativa ed è necessario per la stipula del contratto di assicurazione, per la natura stessa del rapporto (a tal riguardo pertanto, la base giuridica del trattamento deve individuarsi nel rapporto contrattuale o nell'adempimento alla richiesta di preventivo avanzata dal soggetto interessato).

Infine, la Società può svolgere ulteriori attività che comportano processi decisionali automatizzati connessi alle attività anti frode ed antiterrorismo. Tali attività comportano il trattamento di dati personali con modalità automatizzate al fine di individuare eventuali frodi o comportamenti che possano comportare la violazione di norme statali e sovranazionali in materia di antiterrorismo. A tal riguardo la base giuridica del trattamento deve individuarsi nel legittimo interesse della Società ad individuare eventuali frodi a suo carico e nell'obbligo legale nascente dalle vigenti norme in materia di antiterrorismo.

#### 8) I SUOI DIRITTI

Le ricordiamo che gli artt. 15, 16, 17, 18, 20 e 21 del Regolamento, Le riconoscono numerosi diritti, tra cui il diritto di:

- a) accedere ai dati personali che lo riguardano, ottenere informazioni circa i dati trattati, le finalità e le modalità del trattamento;
- b) ottenere la rettifica e l'aggiornamento dei dati, di chiedere la limitazione del trattamento effettuato sui propri dati (ivi incluso, ove possibile, il diritto all'oblio e la cancellazione);
- c) opporsi per fini legittimi al trattamento dei dati nonché esercitare il proprio diritto alla portabilità dei dati;
- d) proporre reclamo alla competente Autorità di controllo.

Per esercitare tali diritti potrà rivolgersi al Responsabile per la Protezione dei Dati ai recapiti indicati nel paragrafo 1, che qui si riportano per Sua maggiore comodità: E-mail [privacy@it.zurich.com](mailto:privacy@it.zurich.com); ovvero scrivendo alla Società all'attenzione del Responsabile per la Protezione dei Dati all'indirizzo di Milano, Via Benigno Crespi, 23 (20159).