

Single Shipment Marine Cargo Policy Wording (Limited Perils)

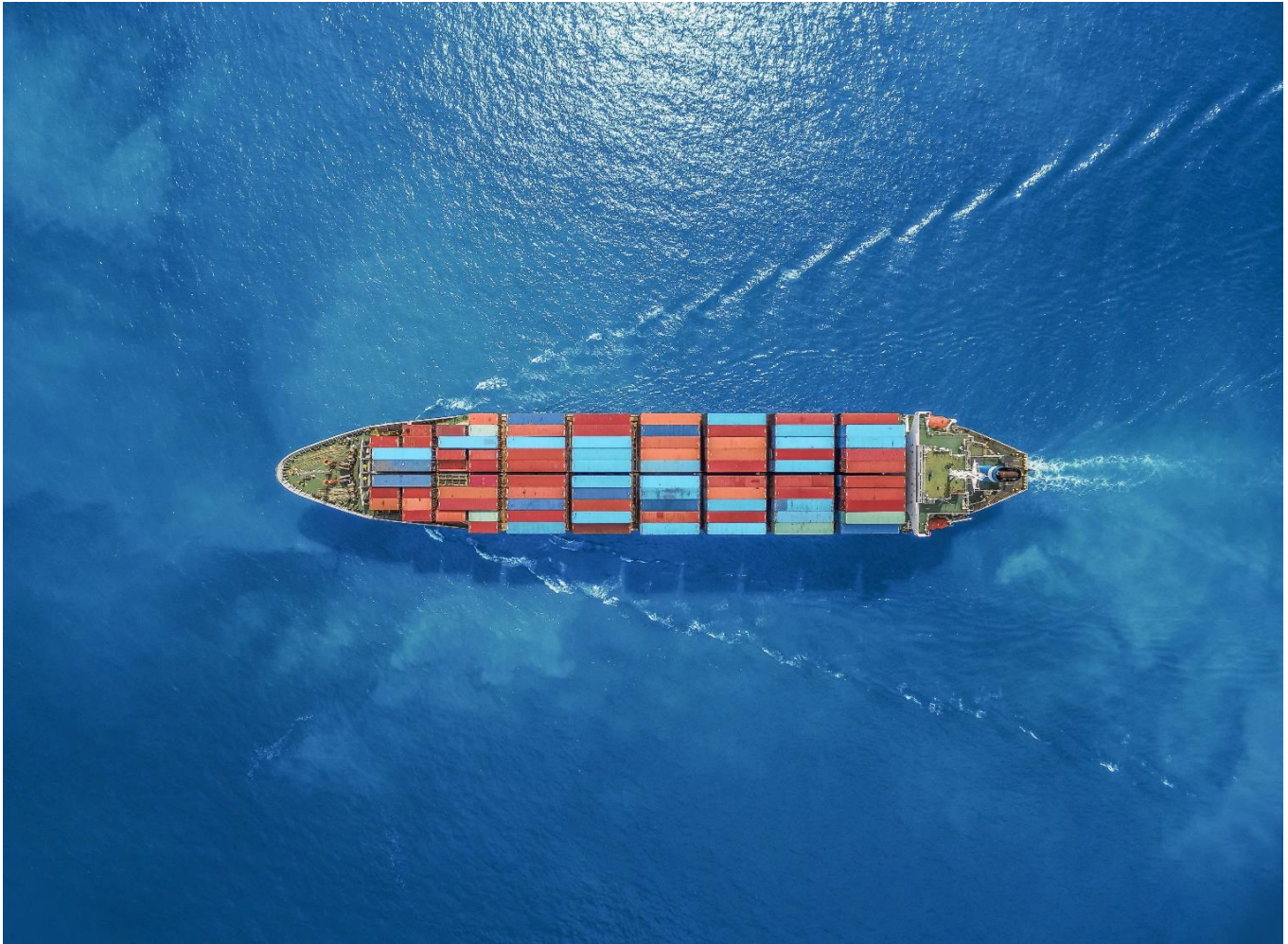


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Welcome to Zurich

About Zurich

This policy is underwritten by Zurich Insurance Company Ltd (Singapore Branch) (GST Registration Number F00007171H and Company Registration Number T08FC7171K), an insurer licensed by the Monetary Authority of Singapore (MAS) to conduct insurance business, with registered office address at 50 Raffles Place, #29-01 Singapore Land Tower, 048623 Singapore.

Single Shipment Marine Cargo Policy Wording (Limited Perils)

1 Definitions

When used in this **Policy**, the following definitions will apply:

- 1.1 **Deductible** means the amount stated in the **Schedule** or elsewhere in the **Policy** which the Insured must bear first in the event of a claim.
 - 1.2 **Institute Clauses** means the Institute Clauses published by the International Underwriting Association of London, current as at the effective date of this **Policy** and as may be amended by the terms of this **Policy**.
 - 1.3 **Insured** shall mean the insured party as named in the **Schedule** or defined in the **Policy**.
 - 1.4 **Period of Insurance** means the period of coverage stated in the **Schedule**.
 - 1.5 **Policy** means a contract of insurance between the **Insured** and **Zurich**. It contains all the details of the insurance coverage provided during a specified **period of insurance**. This **Policy** is made up of:
 - the **Schedule** that is to be read as part of the **Policy**. It specifies the **subject matter insured** and sets out further details regarding insurance cover that are specific to the **Insured's** individual circumstances;
 - the Policy Wording
 - any other written change otherwise advised by us in writing (such as an endorsement). These written changes vary or modify the above documents.
- The above **Schedule, Policy Wording** and any other written changes shall be read together as one contract. In the event of any conflict, ambiguity and/or inconsistency in or between the different constituent components of the **Policy**, the priority of each document shall be in accordance with the following order:
1. the written changes / endorsement (to prevail over all other constituent components of the **Policy**);
 2. the **Schedule** and
 3. the Policy Wording
- 1.6 **Policy Wording** means the following sections of the **Policy** - Definitions, The Cover, Standard Conditions, Special Conditions, Exclusions, Claims Procedure, General Terms and Conditions and Appendix 1 (which includes both Institute Clauses and non-institute clauses)
 - 1.7 **Schedule** means the document attaching to and forming part of the **Policy** which outlines the coverage provided under the **Policy**, including any revised **Schedule**.
 - 1.8 **Subject matter insured** means the insured goods (as specified in the **Schedule**) including packaging and labels.
 - 1.9 **Zurich** means Zurich Insurance Company Ltd (Singapore Branch) in this **Policy**.

2 The Cover

- Coverage is provided against any physical loss and/or damage to the **subject matter insured** under the terms and conditions of this **Policy**.
- This **Policy** excludes coverage for shipments to, from and/or through the following countries: Afghanistan, Belarus, Burundi, Crimea (Ukraine), Cuba, Democratic Republic of Congo, Egypt, Eritrea, Guinea, Guinea-Bissau, Iran, Iraq, Ivory Coast, Kosovo (Serbia), Lebanon, Libya, Mali, Myanmar, North Korea, North Sudan, Russia, Somalia, Syria, Ukraine, Venezuela, Yemen and any other US/UN/EU sanctioned countries.
- This insurance is limited to the limit of liability stated in the **Schedule** and the sub-limits (where applicable) that are indicated in the **Policy**.
- Basis of valuation: The Basis of Valuation is an agreed basis for determining the value of the **subject matter insured** under this **Policy** as follow:

Imports:	Delivered Cost at final Destination Plus mark up of 20%
Exports:	CIF + 10%
Goods in transit:	Commercial invoice + 10% uplift for local goods in transit
Goods in storage:	Cost Price as per Stock Listings
- In issuing this **Policy**, **Zurich** has relied on the information given by the **Insured** or on the **Insured's** behalf. **Zurich** agrees to provide insurance described in this **Policy**, subject to payment of premium by the **Insured**, that is in accordance with the Premium Payment Warranty clause.
- For backdating of cover, **Zurich** shall not be liable for any known or reported loss and/or damage of **subject matter insured** prior to the date of issue as stated in the **Schedule**. In no case shall **Zurich** be liable for intended actions of defrauding **Zurich** where the **Policy** is purchased after a loss event has occurred.

3 Standard Conditions

For sea transit

Institute Cargo Clauses (C) 01/01/2009

Institute War Clauses (Cargo) 01/01/2009

Institute Strikes Clauses (Cargo) 01/01/2009

Institute Classification Clause 01/01/2001

Cargo ISM Endorsement 01/05/1998

Cargo ISM Forwarding Charges Clause 04/06/1998

Warranted **subject matter insured** to be shipped under deck if are not stowed in GP / HC / reefer / tanktainer ISO containers

For air transit

Air Clause (Limited Perils)

Institute War Clauses (Air Cargo) excluding sendings by Post 01/01/2009

Institute Strikes Clauses (Air Cargo) 01/01/2009

For inland transit

Inland Transit Clause (Limited Perils)

Institute Strikes Clauses (Cargo) 01/01/2009

Warranted vehicle must not be left unattended unless securely locked at all times and no overnight storage of **subject matter insured** in vehicle

Applicable to all modes of transit

Institute Replacement Clause 01/12/2008

Termination of Transit Clause (Terrorism) 01/01/2009

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clauses 10/11/2003

USA/Canada Endorsement for the Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clauses USCAN B 29/01/2004

Marine Cyber Endorsement LMA5403 11/11/2019

Communicable Disease Exclusion (Cargo) JC2020/011

4 Special Conditions

4.1 Break bulk or structurally non-fully enclosed ISO shipping containers

Cover will be subjected to Institute Cargo Clause (C) 01/01/2009 for **subject matter insured** that is shipped under the following conditions:

- Breakbulk (on deck or under deck)
- Non-fully enclosed ISO shipping containers such as flat rack, open tops, open sided (on deck or under deck)

4.2 Motor Vehicle(s) (only applicable when stated in the Schedule)

In respect of shipments of motor vehicle(s), cover will be subjected to Institute Cargo Clauses (C) 01/01/2009. In no case shall Zurich be liable for loss or damage due motor vehicle(s) under its/their own power except for loading onto and unloading from the carrying conveyance

4.3 Packers Clause

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 7 days.

4.4 Pairs and Sets

Where any **subject matter insured** consists of articles in a pair or a set, this **Policy** will not pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of such pair or set.

5 Exclusions

The following exclusions apply in addition to the exclusions contained in the Institute Clauses or stated elsewhere in the **Policy**.

- 5.1 Any pre-existing damages and defects on the **subject matter insured**;
- 5.2 Any unexplained shortages of the **subject matter insured**;
- 5.3 Any mechanical, electrical and/or electronic breakdown, malfunction or derangement unless caused by visible external damage on the **subject matter insured**;
- 5.4 Any rusting, oxidation and discoloration unless caused by an insured perils in Institute Cargo Clauses (C) 01/01/2009;
- 5.5 Any loss, damage, liability or expense arising from (i) terrorism; and/or (ii) 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 exclusion clause in the Institute Strikes Clauses in Appendix 1.
- 5.6 Any shipments by tow (with tug and barge vessels)
- 5.7 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:
 - 5.7.1. theft of equipment;
 - 5.7.2. collision;
 - 5.7.3. sinking, grounding or stranding of the carrying vessel;
 - 5.7.4. overturning or derailment of land conveyance;
 - 5.7.5. jettison or washing overboard;
 - 5.7.6. fire, lightning, explosion;
 - 5.7.7. aircraft or vehicle impact;
 - 5.7.8. falling objects; and/or
 - 5.7.9. windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

6 Claims Conditions

6.1 Claims Procedure

When loss or damage happens which may give rise to a claim under this **Policy**:

- 6.1.1 the **Insured** and their agents must take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailers or other third parties are properly preserved and exercised. In particular, the **Insured** or their agents are required:
- 6.1.1.1 to claim immediately on carriers, port authorities or other bailees for any missing quantities, packages and/or containers, of the **subject matter insured**;
 - 6.1.1.2 in no circumstances, except under written protest, to give clean receipts where the **subject matter insured** are in damaged or doubtful condition;
 - 6.1.1.3 when delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official to ensure that they are intact and the seal numbers correspond with the transport documents;
 - 6.1.1.4 to check any consignment received for both quantity and condition (if not possible to do so, this should be indicated on the delivery note).
- 6.1.2 If a container and/or package containing the **subject matter insured** is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, the **Insured** or their agents are required:
- 6.1.2.1 to record the loss and damage found at the time of delivery on the delivery note;
 - 6.1.2.2 to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification;
 - 6.1.2.3 to apply immediately for survey by carriers' or other bailees' representatives if any loss or damage is apparent and claim on the carriers or other bailees for any actual loss or damage found at such survey; and/or
 - 6.1.2.4 to give notice in writing to the carriers or other bailees within 3 days of delivery or within the time limits set out in their contract of carriage (whichever comes first), if the loss or damage was not apparent at the time of taking delivery.
- 6.1.3 the **Insured** must notify **Zurich** or its nominated survey/settling agent immediately of what has happened and promptly send across full details of the incident. The following documents constitute the claim documents that need to be provided to **Zurich**:
- 6.1.3.1 an estimate of the amount claimed;
 - 6.1.3.2 original or copy shipping invoices, together with shipping specifications and/or weight notes;
 - 6.1.3.3 original bill of lading, waybill and/or other contract of carriage;
 - 6.1.3.4 landing account and weight notes at final destination;
 - 6.1.3.5 all documentary evidence (in particular, survey reports) to show the extent of the loss or damage;
 - 6.1.3.6 any valuation of the **subject matter insured** to substantiate the amount of loss;
 - 6.1.3.7 correspondence exchange with the carriers and other parties that may evidence their liability for the loss or damage (so that subsequent recoveries can be thereafter sought from the responsible parties);
 - 6.1.3.8 if any other insurance has been taken up by the **Insured** on the **subject matter insured**, documents evidencing this coverage; and/or
 - 6.1.3.9 any other document that is relevant to the loss.

6.1.4 the **Insured** must not authorize any repairs to the **subject matter insured** without **Zurich's** consent.

6.2 Settlement of Claims

6.2.1 In the event of a recoverable claim, **Zurich** has the option of settling by payment, repair, reinstatement or replacement of the lost or damaged **subject matter insured**.

6.2.2 Should the **Insured** be exempted, as a result of any loss or accident whether caused by the perils insured against or not during the currency of insurance, from paying freight and/or charges or any part thereof which are included in the basis of valuation, the settlement of claim shall be made on the basis of the amount which is equivalent to that calculated in accordance with the basis of valuation but with deduction of freight and/or charges so saved.

6.3 Other insurance

When making a claim on this **Policy**, the **Insured** must also supply **Zurich** with written details of all policies that may pay or partially pay that claim.

6.4 Non-Contribution Clause

If any other valid insurance(s) exists to cover the **subject matter insured**, this **Policy** shall be null and void in respect of the specific perils that are covered by the other polic(ies), whether the **Insured** is specifically named in those insurance polic(ies) or not.

6.5 Rights of subrogation

Zurich is entitled to exercise any rights where the **Insured** or any assignee may have against anyone else in relation to the **subject matter insured** for which **Zurich** has settled a claim under this **Policy**. The **Insured**, and anyone else entitled to claim under this **Policy**, must cooperate fully with **Zurich** in exercising those rights and must give **Zurich** any information or assistance **Zurich** we may require.

7 General Terms and Conditions

7.1 Data Protection

Zurich may collect, use, disclose and retain the **Insured's** personal data in accordance with the Personal Data Protection Act 2012 and **Zurich's** own policies and procedures. The **Insured** may access our Personal Data Protection Policy at <https://www.zurich.com.sg/en/services/personal-data-protection-policy>

7.2 Dispute Resolution

Any and all disputes arising out of or in connection with this **Policy**, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime

Arbitration ("SCMA Rules") for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore
The Tribunal shall consist of 3 arbitrators.
The language of the arbitration shall be English.

7.3 **Duty of Disclosure**

The **Insured's** attention is drawn to section 25(5) of the Insurance Act. If the **Insured** does not fully and faithfully give the facts as the **Insured** knows them or ought to know them, **Zurich** has the right to cancel this **Policy**, or to refuse to pay claims. In other words, the **Insured** may receive nothing from the **Policy**.

7.4 **Governing Law**

This **Policy** shall be governed by, and construed in accordance with, the laws of Singapore. All references to 'English law and practice' in the Institute Clauses shall be replaced in its entirety with 'Singapore law and practice'.

7.5 **Notification of material change**

The **Insured** must notify **Zurich** as soon as possible of any material change in the risk covered by this **Policy**.

7.6 **Plurals and titles**

The proposal, this **Policy Wording**, the **Schedule** and any endorsements are one contract in which, unless the context otherwise requires:

- 7.8.1 headings are descriptive only, not an aid to interpretation;
- 7.8.2 singular includes the plural, and vice versa; and
- 7.8.3 the male includes the female and neuter.

7.7 **Premium Payment Warranty**

It is a condition that the premium due must be paid in full within 60 days from the date of inception of the risk (the premium warranty period). If this condition is not complied with, then this **Policy** is automatically terminated upon expiry of the premium warranty period. This is without prejudice to any liability incurred within the premium warranty period and **Zurich** is entitled to a pro-rata time on risk premium subject to a minimum of SGD50.

7.8 **Reasonable care**

The **Insured** must take reasonable care to prevent loss, destruction or damage covered by this **Policy**.

7.9 **Rights of Third Parties**

If anyone else is entitled to make a claim under this **Policy**, that person and/or entity must also comply with its terms. Unless expressly stated otherwise, a person, company or organization that is not a party to this **Policy**, shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this **Policy**.

7.10 Trade and Economic Sanctions Clause

Notwithstanding any other terms under this agreement, **Zurich** shall not be deemed to provide coverage or will make any payments or provide any service or benefit to the **Insured** or 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.

7.11 Waiver of Rights

If **Zurich** rejects liability for any claim made under this **Policy** and it is not referred to arbitration within 12 months from the date of **Zurich's** rejection, it shall be deemed that the **Insured** has accepted **Zurich's** rejection of the **Insured's** claim and the **Insured** has waived all its rights with respect to such a claim.

8 Appendix 1 – Clause Wordings

Institute Cargo Clauses (C) 01/01/2009

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,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison.

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)
 - 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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof
by the wrongful act of any person or persons
 - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
 - 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

- 6.2 capture seizure arrest restraint or detainment, 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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CL384 01/01/2009

Institute War Clauses (Cargo) 01/01/2009

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 detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

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 oncarried 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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Institute Strikes Clauses (Cargo) 01/01/2009

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 organization 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 termination 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 overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge
whichever shall first occur.
- 5.2 If, after discharge overseaside from the overseaside 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 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

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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Air Clause (Limited Perils)

This Policy covers physical loss or damage to the subject matter insured whilst in ordinary or customary course of transit, resulting from:

- The carrying aircraft/conveyance being lost, on fire, explosion or in collision, struck by lightning
- Hijacking, armed robbery and theft following fire, derailment, overturning or collision of carrying vehicle or conveyance

Loss, damage or expense caused by or arising out of inherent vice, the nature of the property insured, loss of market or loss of use or any consequential loss or loss due to delay shall be excluded.

Including cover as per Institute War Clauses (Air Cargo) (Excluding sendings by Post) 1/1/2009 and Institute

Institute War Clauses (Air Cargo) excluding sending by Post 01/01/2009

RISKS COVERED

Risks

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

Salvage Charges

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

EXCLUSIONS

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

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

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

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

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

DURATION

Transit Clause

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

after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

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

or

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

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

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

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

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

(For the purpose of Clause 4 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage

5. 5.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms
- 5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. Anything contained in this contract which is inconsistent with clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

CLAIMS

Insurable interest

7. 7.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before

the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Benefit of Insurance

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

MINIMISING LOSSES

Duty of Assured

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

Waiver

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

Avoidance of Delay

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

Law and Practice

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

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

Institute Strikes Clauses (Air Cargo) 01/01/2009

RISKS COVERED

Risks

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

Salvage Charges

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

- This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.9 any claim based upon loss of or frustration of the transit or adventure
 - 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

- 4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

Termination of Contract of Carriage

- 5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then

this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either

- 5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
or
- 5.2 is the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

- 6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

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

Increased Value

- 8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

Benefit of Insurance

- 9. This insurance

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

MINIMISING LOSSES

Duty of Assured

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

Waiver

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

Avoidance of Delay

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

Law and Practice

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

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

Inland Transit Clause (Limited Perils)

This Policy covers physical loss or damage to the subject matter insured whilst in ordinary or customary course of transit, resulting from:

- the carrying vehicle or conveyance being on fire, explosion, derailed, overturned or in collision, struck by lightning
- other accident to the vehicle or conveyance such as involuntarily leaving the road, breaking of bridges and consequent damage to the conveyance on vehicle and the subject matter insured.
- Hijacking, armed robbery and theft following fire, derailment, overturning or collision of carrying vehicle or conveyance

Risk to cease three days after date of despatch mentioned in this Policy or until delivered by railway or other carrier whichever may first occur.

Warranted free from all claims occasioned by loss due to market delay or deterioration.

Warranted that no liability shall attach to Zurich under this Policy in respect of goods lost or damaged whilst in custody of the railway, or other carrier unless a claim, provisional or otherwise has been lodged in writing by the Insured against the railway or other carrier concerned within the period prescribed by the contract of carriage.

Including cover as per Institute Strikes Clauses (Cargo) 1/1/2009 and further subject to all other terms and conditions of this Policy.

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 the 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 limitations

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 open hatch gantry crane vessels (OGGCs) 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 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

This insurance is subject to English law and practice.

Underwriting Association of London (IUA). CL389

Cargo ISM Endorsement 01/05/1998

Applicable to shipments on board Ro-Ro passenger ferries.

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

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

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not International Safety Management (ISM) Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

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

as required under the SOLAS Convention 1974 as amended.

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

Cargo ISM Forwarding Charges Clause 04/06/1998

(for use only with JCC Cargo ISM Endorsement JC98/019)

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

- a) to such vessel not being certified in accordance with the ISM code
OR
- b) To a current Document of Compliance not being held by her owners or operators

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy to JCC Cargo ISM Endorsement JC98/019.

U.S.A. & Canada Endorsement for the Institute Radioactive Contamination , Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 USCAN B 29/01/2004

This policy 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 policy 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 or territory of Canada, to the fullest extent permitted by applicable law.
USCAN B 29/01/04

Termination of Transit (Terrorism) 01/01/2009

This clause will be paramount and override anything contained in this Policy inconsistent therewith.

Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to, it is agreed that in so far as the Policy covers loss of or damage to the *subject matter insured* caused by any act of *terrorism*, cover will terminate either:

- i. as per the transit clauses contained within the contract of insurance;
- ii. 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;
- iii. 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 *you* or *your* employees elect to use either for storage other than in the ordinary course of transit;
- iv. when *you* or *your* employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit;
- v. in respect of marine transits, on the expiry of 60 days after the completion of discharge overside of the *subject matter insured* from the oversea vessel at the final port of discharge; or
- vi. 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 occurs first.

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

Institute Replacement Clause 01/12/2008

In the event of loss of or damage to any part(s) of an insured machine or other manufactured item consisting of more than one part caused by a peril covered by this insurance, the sum recoverable shall not exceed the cost of replacement or repair of such part(s) plus labour for (re)fitting and carriage costs. Duty incurred in the provision of replacement or repaired part(s) shall also be recoverable provided that the full duty payable on the insured machine or manufactured item is included in the amount insured.

The total liability of Insurers shall in no event exceed the amount insured of the machine or manufactured item.

CL372

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003

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

Marine Cyber Endorsement LMA5403 11/11/2019

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

Communicable Disease Exclusion (Cargo) 17/04/2020

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

9 Appendix 2 - The Swift online platform Insured Terms of Use

Zurich is offering Zurich Swift – Marine Fast Flow Platform (“the Platform”) an end to end online solution allowing the **Insured** to quickly and easily create first notifications of loss and/or insurance certificates for a specific shipment.

These Terms and Conditions (“Terms of Use”) apply to the access and/or use of any information, materials, personal data or features included on this Platform.

PLEASE READ THE TERMS OF USE CAREFULLY. BY ACCESSING THE PORTAL, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS OF THE PORTAL.

0. Definitions

Individual User: The **Insured’s** employee, agent or contractor, acting on the **Insured’s** behalf, who has been granted access to the Platform.

You or Your: The **Insured** and/or the Individual User.

Intellectual Property Rights: All intellectual property, including copyright and trademark rights, and similar rights in the information, text, graphic images, logos, features or functions, and layout (including the “look and feel”).

1. Authorisation to use the Platform

You may use the Platform to create First Notifications of Loss and/or insurance certificates for a specific shipment covered under the **Policy** (the “Permitted Purpose”). Only Individual Users who have received login credentials may use the Platform. The Platform must be used in accordance with the Platform user manual communicated by Your insurance intermediary.

If an Individual User ceases to be authorized to use the Platform on behalf of the **Insured**, the **Insured** must notify **Zurich** immediately and ensure that the Individual User ceases to use the relevant login credentials issued to him.

Zurich reserves the right to suspend or to terminate with immediate effect all or part of Your access to the Platform in case of breach of those Terms of Use.

Your access to the Platform may also be automatically terminated if all insurance policies purchased through the Platform have come to an end.

From time to time **Zurich** may suspend some or all access to the Platform for scheduled or unscheduled routine, non-routine or emergency maintenance or any other reason where **Zurich** reasonable considers it necessary to do so. To the extent possible, **Zurich** will try to give notice of the suspension beforehand.

2. Intellectual Property and user conduct

"**Zurich**" and its logos are registered trademarks of Zurich Insurance Company Ltd. Ownership of Intellectual Property Rights or otherwise relating to the structure of the Platform vests in **Zurich** and its affiliates or its licensors.

You may use the Platform only for the Permitted Purpose. You shall not permit any other party to use all or any part of the Platform, for any other purpose, without the prior written consent of **Zurich**.

When making a First Notification of loss, the information that You provide must not infringe the rights of any third party, including their rights to confidentiality, privacy and their intellectual property rights. You must not use the Platform in an illegal or improper manner.

3. Changes and Termination

Zurich defines and determines the functionality included in the Platform and may extend, modify or limit this functionality at any time.

Zurich may amend those terms at any time with a reasonable notice.

Zurich may terminate your access to the Portal at any time without notice and without assigning any reason.

4. Liability

ZURICH DOES NOT MAKE ANY REPRESENTATION OR GIVE ANY WARRANTY REGARDING THE CONTENT, FUNCTIONALITY, DEFECTS, ERRORS, COMMUNICATION INTERRUPTION, INTERCEPTION, LOSS OF DATA OR THE ABSENCE OF VIRUSES OR OTHER HARMFUL COMPONENT.

IN NO EVENT SHALL ZURICH BE LIABLE TO YOU FOR ANY COSTS OR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE ACCESS OR USE OF THE PLATFORM OR ANY OF ITS FUNCTIONS OR FEATURES.

NOTHING IN THIS TERMS OF USE SHALL EXCLUDE OR LIMIT ZURICH'S LIABILITY FOR DEATH OR PERSONAL INJURY OR FOR ANY OTHER DAMAGE OR LOSS THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED ACCORDING TO APPLICABLE LAWS.

5. Miscellaneous

Nothing herein shall be construed as a representation by **Zurich** that the information and materials contained in or accessed through the Portal is appropriate or available for use in jurisdictions other than Singapore. By accessing the Portal, you agree that such access and/or use, as well as these Terms of Use shall be governed by, and construed in accordance with, the laws of Singapore and you agree to submit to the non-exclusive jurisdiction of the Singapore courts.



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