สำนักงานทะเบียน
ที่ นร. ๙/๒๕๖๑

เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยตัวเรือ และการประกันภัยอุบัติเหตุเร่งด่วนที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)

อาศัยอำนาจตามความในประกาศคณะกรรมการประกันภัยราษฎร พ.ศ. ๒๕๔๕ ทรงพระกรุณาโปรดเกล้าฯ ให้ประกาศไว้ ดังต่อไปนี้

ข้อ ๑ ค่าสัมประสิทธิ์ว่า "ค่าสัมประสิทธิ์เบี้ยประกันภัยที่ ๕/๕" ๒๕๖๑ เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยตัวเรือ และการประกันภัยอุบัติเหตุเร่งด่วนที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)"

ข้อ ๒ ค่าสัมประสิทธิ์ว่า "ค่าสัมประสิทธิ์เบี้ยประกันภัยที่ ๕/๕" ๒๕๖๑ เข้าที่ ๕/๕

ข้อ ๓ ให้ยกเลิกคำสั่งการประกันภัยเลขที่ ๙/๒๕๕๘ เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยตัวเรือ และการประกันภัยอุบัติเหตุเร่งด่วนที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance) โดยคำสั่งของว่าแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย เป็นไปตามหลักเกณฑ์ที่กำหนดไว้ในคำสั่งนี้ ให้ถือว่า บริษัทเดิมรับความเห็นชอบจากนายทะเบียนเบี้ยประกันภัยที่ทำการจัดการประกันภัยตัวเรือ ตั้งแต่ก่อนวันที่ ๔ สิงหาคม ๒๕๕๙ ถึงวันที่ ๔ สิงหาคม ๒๕๖๑
ข้อ ๕ แบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ และเอกสารแนบท้ายที่บริษัทมีขอรับความเห็นชอบตามข้อ ๔ ต้องจัดทำ หรือผ่านการพิจารณาจากองค์กร ดังต่อไปนี้
(๑) จัดทำโดย The International Underwriting Association of London (IUA) หรือ The Lloyd's Market Association (LMA) หรือคณะกรรมการร่วมของทั้งสององค์กร หรือ Joint Cargo Committee (JCC) หรือคณะกรรมการอื่นที่คล้ายกัน หรืออิสระอื่นในระดับสากลกันที่นายทะเบียนเห็นชอบ หรือ
(๒) ผ่านการพิจารณาจากคณะกรรมการประกันภัยทางทะเลและโลจิสติกส์ของสมาคมประกันภัยอิสระ
อัตราเบี้ยประกันภัยที่บริษัทจ่ายน้อยกว่าความเห็นชอบตามข้อ ๔ ต้องสามารถแสดงที่มาหรือนำเสนอหลักฐานอื่นๆ

ข้อ ๖ บริษัทที่ยื่นขอประกันภัยแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย ที่บริษัทยื่นขอรับความเห็นชอบ ตามข้อ ๔ บริษัทจะต้องเป็นเอกสารต่อมาที่เป็นไปตามข้อต่อไปนี้
(๑) ให้ทำข้อความที่สัญญาแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย ลงนามโดยกรรมการผู้มีอิสระ และประธานกรรมบริษัท (ถ้ามี)
(๒) ส่วนในไปรษณีย์จะส่งกรมธรรม์ประกันภัย
(๓) หนังสือรับรองข้อความการพิจารณาของเงินกองทุน
(๔) แบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ เอกสารแนบท้าย และอัตราเบี้ยประกันภัย ที่มีความเห็นชอบ โดยได้รับการพิจารณาจากกรรมบริษัท จำนวนลงชุด
(๕) เอกสารสุทธิการส่งค่าเสียหายขึ้น ของภัยคู่รือ และข้อเท็จจริง เบื้องต้น
(กรณีตามข้อ ๕ วรรคหนึ่ง (๒))
(๖) เอกสารที่แสดงให้เห็นว่าแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ หรือเอกสารแนบท้าย ที่ยื่นขอรับความเห็นชอบนั้นได้จัดทำโดย The International Underwriting Association of London (IUA) หรือ The Lloyd's Market Association (LMA) หรือคณะกรรมการร่วมของทั้งสององค์กร หรือ Joint Cargo Committee (JCC) หรือคณะกรรมการอื่นที่คล้ายกัน หรือองค์กรอื่นในระดับสากลกันที่นายทะเบียนเห็นชอบ (กรณีตามข้อ ๕ วรรคหนึ่ง (๓))
(๗) หนังสือแจ้งการพิจารณาจากคณะกรรมการประกันภัยทางทะเลและโลจิสติกส์ตามมาประกันภัยอิสระไทย (กรณีตามข้อ ๕ วรรคหนึ่ง (๔))
ข้อ ๘ ในกรณีที่ปรากฏต่อหน้าทะเบียนว่าแบบและชื่อความกรมธรรม์ประกันภัยเอกสารประกอบ เอกสารแนบทำ  aktualidad และอัตราเบี้ยประกันภัยที่บริษัทยังมีได้เป็นไปตามหลักเกณฑ์ที่กำหนดไว้ในคำสั่งนี้ ให้ถือว่าแบบและชื่อความกรมธรรม์ประกันภัยเอกสารประกอบเอกสารแนบทำใช้ และอัตราเบี้ยประกันภัยไม่ได้รับความเห็นชอบจากนายทะเบียนตามต้น

ส่ง ณ วันที่ ๙ พฤศจิกายน พ.ศ. ๒๔๖๓

(นายสุทธิพล ทวีขันธ์)
เลขานุการ
คณะกรรมการกำกับและส่งเสริมการประกอบธุรกิจประกันภัย
นายทะเบียน
หมายเหตุ :- เศรษฐกิจที่มีการออกคำสั่งปิดบ้าน เพื่อเป็นการลดขั้นตอน เกิดความคล่องตัว และรวดเร็ว ในการพิจารณาให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย การจ่ายประกันภัย โดยอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยคดีเรือ และการประกันภัยความรับผิดที่เกี่ยวกับธุรกิจขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
รายชื่อบริษัทที่ยื่นขอรับความเห็นชอบ
แบบและข้อความข้อกำหนดการประกันภัย Institute Clauses แบบอัตโนมัติ (File and Use) จำนวน 25 แบบ
ของบริษัทประกันภัย จำนวน 33 บริษัท

1. บริษัท กรุงเทพประกันภัย จำกัด (มหาชน)
2. บริษัท กรุงเทพประกันภัยจักรกิติ (มหาชน)
3. บริษัท ซีไอ เอนชีฟินนิชั่นอล (ประเทศไทย) จำกัด (มหาชน)
4. บริษัท เคฮัตช์ ประกันภัย (ประเทศไทย) จำกัด
5. บริษัท เจมส์โธมัส ประกันภัย (ไทยแลนด์) จำกัด
6. บริษัท ซีโค้ปัน ประกันภัย (ประเทศไทย) จำกัด (มหาชน)
7. บริษัท เจมส์โธมัส ประกันภัย (ไทยแลนด์) จำกัด (มหาชน)
8. บริษัท โทโยท้าประกันภัย จำกัด (มหาชน)
9. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
10. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
11. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
12. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
13. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
14. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
15. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
16. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
17. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
18. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
19. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
20. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
21. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
22. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
23. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
24. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
25. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
26. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
27. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
28. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
29. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
30. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
31. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
32. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)
33. บริษัท โทโยท้าประกันภัยจักรกิติ (มหาชน)

แบบและข้อความเอกสารแนบสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่ 23/2541 เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบเอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยคดีเรือ และการประกันภัยความรับผิดที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
ได้รับความเห็นชอบจากนายทะเบียน ตั้งแต่วันที่ 15 ตุลาคม 2542
<table>
<thead>
<tr>
<th>Clause Description</th>
<th>Date</th>
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<tr>
<td>Institute Bulk Oil Clauses</td>
<td>3/5/2016</td>
<td>CL 391</td>
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<tr>
<td>Institute Strikes Clauses (Bulk Oil)</td>
<td>3/5/2016</td>
<td>CL 392</td>
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<tr>
<td>Institute Coal Clauses</td>
<td>3/5/2016</td>
<td>CL 393</td>
</tr>
<tr>
<td>Institute Strikes Clauses (Coal)</td>
<td>3/5/2016</td>
<td>CL 394</td>
</tr>
<tr>
<td>Institute Location Clause</td>
<td>3/5/2016</td>
<td>CL 395</td>
</tr>
<tr>
<td>Institute War Cancellation Clause (Cargo)</td>
<td>3/5/2016</td>
<td>CL 396</td>
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<tr>
<td>Institute War and Strikes Clauses (Cargo Stored Afloat)</td>
<td>3/5/2016</td>
<td>CL 397</td>
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<tr>
<td>Institute Strikes Clauses (Commodity trades)</td>
<td>3/5/2016</td>
<td>CL 398</td>
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<tr>
<td>Institute War Clauses (Commodity Trades)</td>
<td>3/5/2016</td>
<td>CL 399</td>
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<td>Institute Jute Clauses</td>
<td>3/5/2016</td>
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<td>Institute Strikes Clauses (Jute)</td>
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<td>Institute Natural Rubber Clauses</td>
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<td>CL 403</td>
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<td>Institute Strikes Clauses (Natural Rubber)</td>
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<td>Institute Timber Trade Federation Clauses</td>
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<td>CL 405</td>
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<td>Institute Strikes Clauses (Timber Trade Federation)</td>
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<td>CL 406</td>
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<td>Institute Frozen/Chilled Extension Clauses</td>
<td>7/3/2017</td>
<td>CL 422</td>
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<tr>
<td>Institute Frozen/Chilled Clauses (A) 24 Hours Breakdown</td>
<td>7/3/2017</td>
<td>CL 423</td>
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<tr>
<td>Institute Strikes Clauses (Frozen/Chilled Food)</td>
<td>7/3/2017</td>
<td>CL 424</td>
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<tr>
<td>Institute Frozen/Chilled Meat Clauses (A)</td>
<td>7/3/2017</td>
<td>CL 425</td>
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<tr>
<td>Institute Frozen Meat Clauses A 24 Hours Breakdown</td>
<td>7/3/2017</td>
<td>CL 426</td>
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<td>Institute Frozen Meat Clauses (C) and 24 Hours Breakdown</td>
<td>7/3/2017</td>
<td>CL 427</td>
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<tr>
<td>Institute Strikes Clauses (Frozen/Chilled Meat)</td>
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<td>CL 428</td>
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<td>Institute Frozen/Chilled Meat Extension Clauses</td>
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<td>Institute Frozen/Chilled Clauses (C)</td>
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<td>CL 431</td>
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</table>
รายชื่อบริษัทที่ยื่นขอรับความเห็นชอบ
แบบและข้อความขอกำหนดการประกันภัย Institute Clauses แบบอีสต์ไมเนอร์ (File and Use) จำนวน 23 แบบ
ของบริษัทประกันภัย จำนวน 1 บริษัท

1. บริษัท มิเดิล เซเว่น ซิทีจี อินชัวรันซ์ จำกัด (สำนักประกวดไทย)

แบบและข้อความเอกสารแบบท้ายสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่ 53/2561 เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบเอกสารแบบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ
การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยตัวเรือ และการประกันภัยความรับผิดที่เกี่ยวกับ
ธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
ได้รับความเห็นชอบจากนายทะเบียน ดังแจ้งวันที่ ๑๒ ตุลาคม ๒๕๖๒
1. Institute Bulk Oil Clauses
2. Institute Strikes Clauses (Bulk Oil)
3. Institute Coal Clauses
4. Institute Strikes Clauses (Coal)
5. Institute Location Clause
6. Institute War Cancellation Clause (Cargo)
7. Institute War and Strikes Clauses (Cargo Stored Afloat)
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แบบและข้อความสั่งการประกันภัย Institute Clauses แบบอัตโนมัติ (File and Use) จำนวน 19 แบบ
ของบริษัทประกันภัยชั้นบัตร 1 บริษัท

1. บริษัท เอส เอส เอย จำกัด (ประเทศไทย) จำกัด (มหาชน)

แบบและข้อความเอกสารแนบท้ายสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่
50/2561 เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบ
เอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ
การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยตัวเรือ และการประกันภัยความรับผิดที่เกี่ยวกับ
ธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
ได้รับความเห็นชอบจากนายทะเบียน ตั้งแต่วันที่ 17 ตุลาคม 2562
1. Institute Bulk Oil Clauses 3/5/2016 CL 391
2. Institute Strikes Clauses (Bulk Oil) 3/5/2016 CL 392
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4. Institute Strikes Clauses (Coal) 3/5/2016 CL 394
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รายชื่อบริษัทที่ยื่นขอรับความเห็นชอบ
แบบและข้อความข้อกำหนดการประกันภัย Institute Clauses แบบอัตร์โมติ (File and Use) จำนวน 18 แบบ
ของบริษัทประกันภัย จำนวน 1 บริษัท

1. บริษัท เมืองไทยประกันภัย จำกัด (มหาชน)

แบบและข้อความเอกสารแบบหัวสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่ ๔๙/๒๔๖๑ เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบเอกสารแบบหัว และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยต่างเรือ และการประกันภัยความรับผิดที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
ได้รับความเห็นชอบจากนายทะเบียน ตั้งแต่วันที่ ๑๗ ตุลาคม ๒๔๖๒
1. Institute Bulk Oil Clauses
2. Institute Strikes Clauses (Bulk Oil)
3. Institute Coal Clauses
4. Institute Strikes Clauses (Coal)
5. Institute Location Clause
6. Institute War Cancellation Clause (Cargo)
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15. Institute Strikes Clauses (Frozen/Chilled Meat)
16. Institute Frozen/Chilled Meat Extension Clauses
17. Institute Frozen/Chilled Food Clauses (A)
18. Institute Frozen/Chilled Clauses (C)

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รายชื่อบริษัทที่ยื่นขอรับความเห็นชอบแบบและข้อความของคำนัดหมายกับ Institute Clause ชนิดของอัตโนมัติ (File and Use) จำนวน 13 แบบของบริษัทประกันภัย จำนวน 1 บริษัท

1. บริษัท นว มิ่ง ประกันภัย จำกัด (มหาชน)

แบบและข้อความเอกสารแนบท้ายสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่ 50/2461 เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบเอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยต้นเรือ และการประกันภัยความรับผิดที่เกี่ยวกับสูงศักยภาพขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance) ได้รับความเห็นชอบจากนายทะเบียน ตั้งแต่วันที่ 17 ตุลาคม 2562
ข้อกำหนดการประกันภัย Institute Clauses แบบยืดหยุ่นที่ (File and Use) จำนวน 13 แบบ ของบริษัทประกันภัย จำนวน 1 บริษัท

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รายชื่อภิกษุที่ยื่นขอรับความเห็นชอบ
แบบและข้อความข้อกำหนดการประกันภัย Institute Clauses แบบอิสิเหน (File and Use) จำนวน 12 แบบ
ของบริษัทประกันภัย จำนวน 1 บริษัท

1. บริษัท ซัพซามิค ประกันภัย จำกัด (มหาชน)

แบบและข้อความเอกสารแนบท้ายสำหรับกรมธรรม์ประกันภัย Marine Cargo ตามคำสั่งนายทะเบียนที่ 81/2561 เรื่อง หลักเกณฑ์การให้ความเห็นชอบแบบและข้อความกรมธรรม์ประกันภัย เอกสารประกอบเอกสารแนบท้าย และอัตราเบี้ยประกันภัย สำหรับการประกันภัยการขนส่งสินค้าระหว่างประเทศ การประกันภัยการขนส่งสินค้าในประเทศ การประกันภัยเพิ่มเติม และการประกันภัยความรับผิดที่เกี่ยวกับธุรกิจการขนส่งทางทะเลและโลจิสติกส์ (Marine and Logistics Liability Insurance)
ได้รับความเห็นชอบจากนายทะเบียน ตั้งแต่วันที่ ๓๗ ตุลาคม ๒๕๖๒
ข้อกำหนดการประกันภัย Institute Clauses แบบอัตโนมัติ (File and Use) จำนวน 12 แบบ
ของบริษัทประกันภัย จำนวน 1 บริษัท

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4. Institute Frozen/Chilled Clauses (A) 24 Hours Breakdown 7/3/2017  CL 423
5. Institute Strikes Clauses (Frozen/Chilled Food) 7/3/2017  CL 424
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7. Institute Frozen Meat Clauses A 24 Hours Breakdown 7/3/2017  CL 426
8. Institute Frozen Meat Clauses (C) and 24 Hours Breakdown 7/3/2017  CL 427
9. Institute Strikes Clauses (Frozen/Chilled Meat) 7/3/2017  CL 428
10. Institute Frozen/Chilled Meat Extension Clauses 7/3/2017  CL 429
11. Institute Frozen/Chilled Food Clauses (A) 7/3/2017  CL 430
12. Institute Frozen/Chilled Clauses (C) 7/3/2017  CL 431
รายละเอียดบริษัทที่สินทรัพย์รอความเห็นชอบ
แบบและข้อความของกำหนดการประกันภัย Institute Clauses แบบอัตโนมัติ (File and Use) จำนวน 10 แบบ
ของบริษัทประกันภัย จำนวน 1 บริษัท

1. บริษัท โตเกียว มารินประกันภัย (ประเทศไทย) จำกัด (มหาชน)
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7. Institute Strikes Clauses (Frozen/Chilled Meat)  7/3/2017  CL 428
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9. Institute Frozen/Chilled Food Clauses (A)  7/3/2017  CL 430
10. Institute Frozen/Chilled Clauses (C)  7/3/2017  CL 431
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 contamination of 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 collision or contact of vessel or craft with any external object other than water
   1.1.4 discharge of cargo at a port or place of distress
   1.1.5 earthquake volcanic eruption or lightning.

1.2 loss of or contamination of the subject-matter insured caused by
   1.2.1 general average sacrifice
   1.2.2 jettison
   1.2.3 leakage from connecting pipelines in loading transhipment or discharge
   1.2.4 negligence of Master Officers or Crew in pumping cargo ballast or fuel
   1.2.5 contamination of the subject-matter insured resulting from stress of weather.

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, insured 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 willful 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 inherent vice or nature of the subject-matter insured
4.4 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.5 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 brought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

5.1.2 unfitness of 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 brought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

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

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

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

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

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

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

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

**DURATION**

**Transit Clause**

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured leaves tanks (at the place named in the contract of insurance) for the purpose of loading for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the destination named in the contract of insurance,
8.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named in the contract of insurance, whichever shall first occur.

8.2 If, after discharge from the vessel into tanks at the first port or place of discharge, but prior to the termination of this insurance, the subject-matter insured or any part thereof 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 and 8.1.2, shall not extend beyond the commencement of such transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 or 8.1.2 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to 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 in the contract of insurance or the transit is terminated otherwise than as provided 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 the 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 30 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 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 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 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 of 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, the 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.

Adjustment Clause

15. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

15.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.
15.2 Adjustment shall be made to the calculation under Clause 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

15.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

BENEFIT OF INSURANCE

16. This insurance

16.1 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,

16.2 shall not extend to or otherwise benefit of the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

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

18. 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

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

LAW AND PRACTICE

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

NOTE: 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 to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

01/05/2016
CL. 391
RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.4 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)
   3.5 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
   3.6 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
   3.7 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 the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
   3.9 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 unsavouriness of vessel or craft or unfitness of vessel craft for the safe carriage of the subject-matter
insured, where the Assured are privy to such unsavouriness or unfitness, at the time the subject-matter
insured is loaded therein
4.1.2 unfitness of 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
4.2 The Insurers waive any breach of the implied warranties of unsavouriness 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 leaves tanks (at the place
named in the contract of insurance) for the purpose of loading for the commencement of transit, continues during
the ordinary course of transit and terminates either
5.1.1 as the subject-matter insured enters tanks on discharge to place of storage or to storage vessel at the
destination named in the contract of insurance, or
5.1.2 on the expiry of 30 days after the date of arrival of the vessel at the destination named in the contract of
insurance, whichever shall first occur.

5.2 If, after discharge from the vessel into tanks at the final port or place of discharge, but prior to the termination of
this insurance, the subject-matter insured or any part thereof 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 and 5.1.2.,
shall not extend beyond the commencement of such 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 5.1.2 above and
subject to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced
discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a

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 in the contract of insurance or the transit is terminated otherwise than as provided 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 the 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 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
6.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 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 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

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.
Adjustment

10. Claims for leakage and shortage recoverable under this insurance are to be adjusted as follows:

10.1 The amount recoverable shall be the proportionate insured value of the volume of oil lost, to be ascertained by a comparison of the gross volume certified at having left tanks for loading on to the vessel with the gross volume certified as having been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.

The term "gross volume" in this Clause 10.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance.

10.2 Adjustment shall be made to the calculation under Clause 10.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of inconsistent procedures in determining the certified quantities.

10.3 Where this insurance provides for an excess to be applied to claims for leakage or shortage, such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water. Where there is no such provision, the amount recoverable in accordance with Clauses 10.1 and 10.2 shall be subject to reduction for any ordinary loss excluded by Clause 3.2 above.

BENEFIT OF INSURANCE

11. This insurance

11.1 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.

11.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

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

13. 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

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

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

NOTE: 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.

01/05/2016
CL. 392
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 explosion or hoisting, even when caused by spontaneous combustion, inherent vice or nature of the
      subject-matter insured
      1.1.2 vessel or craft being stranded grounded sunk or capsized
      1.1.3 collision or contact of vessel or craft with any external object other than water
      1.1.4 discharge of cargo at a port of distress
      1.1.5 earthquake volcanic eruption or lightning.
   1.2 loss of or damage to the subject-matter insured caused by
      1.2.1 general average sacrifice
      1.2.2 jettison or washing overboard
      1.2.3 entry of sea lake or river water into vessel craft hold container or place of storage.

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 willful 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 delay, even though the delay be caused by a risk insured against (except expenses
      payable under Clause 2 above)
   4.4 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of
      the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or
      in the ordinary course of business should be aware that such insolvency or financial default could prevent the normal
      prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.5 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

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

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

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

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereto

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 for the purpose of the immediate loading into the vessel at the port or place named in the contract of insurance for the commencement of transit, continues during the ordinary course of transit and terminates on completion of unloading
of the subject-matter insured from the vessel at the destination named in the contract of insurance.

8.2 This insurance shall remain in force (subject to termination as provided for in Clause 8.1 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to 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 discharge over side of the subject-matter insured at the destination named in the contract of insurance 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 15 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 15 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 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 insolvent 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 insuranes 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 insuranes 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.

01/05/2016

CL. 393
INSTITUTE STRIKES CLAUSES (COAL)

RISKS COVERED

Risks

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

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

1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 any person acting from a political, ideological or religious motive.

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.4 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)

3.5 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.

3.6 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

3.7 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 the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.9 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 conveyance or container for the safe carriage
of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or
unfitness, at the time the subject-matter insured is loaded therein
4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein
is carried out prior to attachment of this insurance or by the Assured or their 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 for the
purpose of the immediate loading into the vessel at the port or place named in the contract of insurance for the
commencement of the transit, continues during the ordinary course of transit and terminates on completion of
unloading of the subject-matter insured from the vessel at the destination named in the contract of insurance.

5.2 This insurance shall remain in force (subject to termination as provided for in Clause 5.1 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 or
charterers 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 discharge overside of the subject-
matter insured at the destination named in the contract of insurance 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 the 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 15 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 15 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 5.1 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 herein 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 herein 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 a person by or on whose behalf the contract of insurance was effected or as an assignee.

10.2 shall not inure to the benefit of the carrier or other bailee.
MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their 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.

25/05/2016
CL. 394
INSTITUTE LOCATION CLAUSE

Notwithstanding anything to the contrary contained in the contract of insurance Insurers’ liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of

01/05/2016

CL. 395
INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Insurers or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Insurers.

01/05/2016

CL. 396
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

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

1.5 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

1.6 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 storage and/or 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 arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.9 loss damage or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People’s Republic of China

3.10 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

3.11 any claim for any sum recoverable under any other insurance on the subject-matter insured or which would be recoverable under such insurance but for the existence of this insurance.

4. In no case shall this insurance cover

4.1 loss damage or expense arising from unseaworthiness or unfitness of the named storage vessel 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.

4.2 Exclusion 4.1 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

5. 5.1 This insurance attaches

5.1.1 at midnight of the day when the storage vessel named herein carrying the subject-matter insured

5.1.1.1 first enters the area specified herein for the purpose of storage whilst under way within that area

5.1.1.2 first anchors, moors, or otherwise secures at the anchorage specified herein for purpose of storage afloat,

5.1.2 at the stated commencement time and date if the named storage vessel is within the areas specified herein for the purpose of storage afloat;

and

5.2 terminates

5.2.1 as the subject-matter insured is discharged overside from the named storage vessel,

or

5.2.2 after the expiry of 15 days counting from midnight of the day of arrival of the named storage vessel at the final port or place of discharge for the purpose of discharge,
whichever shall first occur unless and if as specified in the contract of insurance the named storage
vessel is permanently moored at the final port or place of discharge whilst carrying the subject-matter
insured when this insurance terminates as in Clause 5.2.1 above

5.3 If, during the period between the time of attachment or termination referred to above, the named storage vessel
puts into any port other than for the purpose of discharge, this insurance shall terminate not later than 15 days
counting from midnight of the day of arrival at the port. When without having discharged the subject-matter
insured the named storage vessel sails from the port, the insurance shall reattach from the time of sailing and
thereafter terminate in accordance with the provisions of Clause 5.2 of this Clause 5.

(For the purpose of Clauses 5.2.2 and 5.3 above

"arrival" shall be deemed to mean that the named storage 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).

5.4 In no event shall this insurance extend beyond twelve months from attachment as provided for in Clauses 5.1.1
or 5.1.2 above.

Change of Location

6. In the event of the named storage vessel proceeding outside the limits of the area specified in this insurance 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.

VESSEL QUALIFICATION

7. Warranted that the named storage vessel is a mechanically self-propelled vessel and will at the inception of the risk be
classed as specified in the Institute Classification Clause current at that time.

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

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

BENEFIT OF INSURANCE

10. This insurance

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.

NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION OF COVER

14. 14.1 This insurance may be cancelled by either the Insurers or the Assured giving 48 hours notice (such cancellation becoming effective on the expiry of 48 hours from midnight of the day on which notice of cancellation is issued by or to the Insurers). The Insurers agree however to reinstate this insurance subject to agreement between the Insurers and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.
14.1.1 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY:

14.1.1.1 upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whencesoever such detonation may occur and whether or not the subject-matter insured may be involved

14.1.1.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:
United Kingdom, United States of America, France, the Russian Federation, the People’s Republic of China;

14.1.1.3 In the event of the subject-matter insured or the named storage vessel being requisitioned either for title or use.

14.2. In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of the above provisions of this Clause 14 a net return of premium shall be payable to the Assured, pro rata or as may be agreed.

15. This insurance shall not become effective if, prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 14 above.

**LAW AND PRACTICE**

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

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<thead>
<tr>
<th>Storage Vessel</th>
<th>Period</th>
<th>Quantity and Description of the subject matter insured</th>
<th>Insured value</th>
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Sea and territorial limits

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<th>a. for vessels underway:</th>
<th>b. for vessels at anchor, moored or otherwise secured:</th>
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**NOTE:** Where a change of location 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.

01/05/2016
CL. 397
RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
   3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
   3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.
   This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
3.7 loss damage or expense arising from the absence, shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss or or frustration of the voyage or adventure

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

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

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

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

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

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

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

DURATION

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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

5.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

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

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

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.

01/05/2016
CL. 398
INSTITUTE WAR CLAUSES (COMMODOITY TRADES)
Agreed with The Federation of Commodity Associations

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

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

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

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

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

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;

thereafter this insurance terminates in accordance with 5.1.4.

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

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

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is
deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"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.

01/05/2016

CL. 399
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 or washing overboard
       1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage
   1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

   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 such 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 loss in weight or volume or ordinary wear and tear of the subject-matter insured
   4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter
       insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out
       by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses
       "packing" shall be deemed to include stowage in a container and "employees" shall not include independent
       contractors)
   4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

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

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

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

5.1 In no case shall this insurance cover loss damage or expense arising from

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

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

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture, seizure, arrest, restraint or detention (pircy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines, torpedoes, bombs or other derelict weapons of war.

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

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

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

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

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

Transit Clause

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

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

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

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

8.1.4 on the expiry of 30 days after completion of discharge overside of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overside 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

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 the 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 15 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 15 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 in 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.

01/05/2016

CL. 401
INSTITUTE STRIKES CLAUSES (JUTE)

RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

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

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 is carried out

prior to attachment of this insurance or

by the Assured or their employees and they are privy to such unfitness at the time of loading.

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

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

DURATION

Transit Clause

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

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

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

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

5.1.4 on the expiry of 10 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend
beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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 the 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 the 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 15 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 15 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
to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
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 in 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.

01/05/2016

CL. 402
INSTITUTE NATURAL RUBBER CLAUSES
(excluding Liquid Latex)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
   1.1 loss of or damage to the subject-matter insured reasonably attributable to
       1.1.1 fire or explosion
       1.1.2 vessel or craft being stranded grounded sunk or capsized
       1.1.3 overturning or derailment of land conveyance
       1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
       1.1.5 discharge of cargo at a port of distress
       1.1.6 earthquake volcanic eruption or lightning,
   1.2 loss of or damage to the subject-matter insured caused by
       1.2.1 general average sacrifice
       1.2.2 jettison or washing overboard
       1.2.3 water or condensation
       1.2.4 hooks, spillings or leakage of any substance or liquid, other cargo (excluding rubber), or moisture from
           wet or damp damage
       1.2.5 theft pilferage or non-delivery.

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 loss in weight or volume or ordinary wear and tear of the subject-matter insured
   4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter
       insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by
       the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses
"packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

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

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

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

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

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

5.2 Exclusion 5.1.1. above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

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

6.3 derelict mines, torpedoes bombs or other derelict weapons of war.

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

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

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions 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 30 days after completion of discharge overide of the subject-matter insured from the oversea vessel at the final port of discharge whichever shall first occur.

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

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

Termination of Contract of Carriage

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

9.2 if the subject-matter insured are 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 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.

01/05/2016

CL. 403
RISKS COVERED

Risks

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

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

1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 any person acting from a political, ideological or religious motive.

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

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

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

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

DURATION

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

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

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

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 30 days after completion of discharge of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge of vessel from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1 to 5.1.4, shall not extend beyond the
time the subject-matter insured is first moved for the purpose of the commencement of transit to such other
destination.

5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1. to 5.1.4 above and to
the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge,
reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted
to carriers under the contract of carriage.

Termination of Contract of Carriage

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

01/05/2016

CL. 404
RISKS COVERED

Risks

Cargo whilst stowed on deck

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 whilst stowed on deck of the vessel, or any part or item thereof whilst so stowed, reasonably attributable to
       1.1.1 fire or explosion
       1.1.2 vessel being stranded grounded sunk or capsized
       1.1.3 collision or contact of vessel with any external object other than water
       1.1.4 discharge of cargo at a port of distress,
   1.2 loss of or damage to the subject-matter insured whilst stowed on deck of the vessel, or any part or item thereof whilst so stowed, caused by
       1.2.1 general average sacrifice
       1.2.2 jettison or washing overboard
       1.2.3 theft or non-delivery
       1.2.4 malicious act

Cargo whilst not stowed on deck

1.3 This insurance covers all risks of loss of or damage to the subject-matter insured excluding any part or item thereof whilst stowed on deck on the vessel, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below. Subject-matter insured or any part or item thereof stowed in poop, forecastle, deck house, shelter deck, other enclosed space, or in a container, shall be deemed to the subject-matter insured not stowed on deck.

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

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

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

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

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

4.7 loss damage or expense 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

5.5.1 unsavouriness 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 unsavouriness or unfitness, at the time the subject-matter insured is loaded therein.

5.5.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein is carried out prior to attachment of this insurance or by the Assured or their employees and 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 savouriness of the ship and fitness of the ship to carry the subject-matter insured to desitination.

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

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

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

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

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

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

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

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation
which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government
whether or not legally constituted
7.4 caused by any terrorist or any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 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 land and/water conveyance for the commencement of transit or
from the time it is first floated at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch
to the vessel is made,
continues during the ordinary course of transit
and terminates either
8.1.1 on completion of unloading of the subject-matter insured, at or into the mill, warehouse, factory, yard or
premises at its final destination (as named in the contract of insurance), whether at the port of discharge of the
vessel or elsewhere or on delivery of the subject-matter insured by water,
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 overside of the subject-matter insured from the vessel
at the final port of discharge
whichever shall first occur.

8.2 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to
carriers under the contract of carriage.

8.3 The provisions of Clause 8 shall apply notwithstanding that the description of the voyage in the body of the policy
may state only the ports and places of shipment and discharge.

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 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.

Construction 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.
14. **Increased Value**

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 of 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.

01/05/2016

CL. 405
INSTITUTE STRIKES CLAUSES (TIMBER TRADE FEDERATION)

Agreed with the Timber Trade Federation

RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
   3.1 loss, damage or expense attributable to willful 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 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 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 land and/or water conveyance for the commencement of transit or from the time it is first floated at the mill, warehouse, factory, yard or premises wheresoever, from which the despatch to the vessel is made, continues during the ordinary course of transit and terminates either

5.1.1 on completion of unloading of the subject-matter insured, at or into the mill, warehouse, factory, yard or premises at its final destination (as named in the contract of insurance), whether at the port of discharge of the vessel or elsewhere or on delivery of the subject-matter insured by water,

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 overside of the subject-matter insured from the vessel at the final port of discharge, whichever shall first occur.

5.2 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.

5.3 The provisions of Clause 5 shall apply notwithstanding that the description of the voyage contained in the body of the policy may state only the ports and places of shipment and discharge.

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 the 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,

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 the benefit the carrier or other bailee.

**MINIMISING LOSSES**

11. **Duty of Assured**

11.1 It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder 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 of 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.
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 Underwriters and the right to such cover is dependent upon compliance with this obligation.

01/05/2016
CL. 406
FROZEN/CHILLED FOOD EXTENSION CLAUSES
(suitable for food in a mechanically temperature-controlled environment)

RISKS COVERED

Risks
1. Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

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 arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation dressing cooling freezing wrapping or packaging
   4.5 claims arising from loss of market
   4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.
   This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has
bought or agreed to buy the subject-matter insured in good faith under a binding contract

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

4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

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

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereof

6.3 derelict mines torpedoes bombs or other derelict weapons of war

6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

7. In no case shall the 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. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (as the place named in the contract of insurance) for the commencement of transit,

continues during the ordinary course of transit

and terminates either

8.1.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or

8.1.2 on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the overseas vessel, or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the overseas vessel, or 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 for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force subject to termination as provided for 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

8.4 In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period between the first passing of the subject-matter insured into a freezing/cooling chamber and attachment of this insurance exceeds 60 days.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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,

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.

CL-422
01/03/2017
INSTITUTE FROZEN/CHILLED FOOD CLAUSES (A) – 24 HOURS BREAKDOWN

(suitable for food in a mechanically temperature-controlled environment)

RISKS COVERED

Risks

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

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 (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

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

4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war

6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit,
continues during the ordinary course of transit
and terminates either

8.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or

8.1.1 on delivery to any other cold store 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 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 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft, at the final place of discharge
whichever shall first occur.

8.2 If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force subject to termination as provided for 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 delivery 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

01/03/2017

CL.423
INSTITUTE STRIKES CLAUSES (FROZEN/CHILLED FOOD)
(suitable for food in a mechanically temperature-controlled environment)

RISKS COVERED

Risks

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

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

1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3 any person acting from a political, ideological or religious motive.

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container and "employees” shall not include independent contractor

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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 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 equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 loss damage or expense 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

3.11 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance

3.12 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance,

5.1.2 on delivery to any other cold store 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 5 days after completion of discharge overside of the subject-matter insured from the overseas vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge whichever shall first occur.

5.2 If, after completion of discharge overside from the overseas vessel, or 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 5.1.1 to 5.1.4 above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for 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 delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the 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 30 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 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 5 above.

Change of Voyage/Transit

7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured of their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

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

9.1 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.

01/03/2017
CL. 424
INSTITUTE FROZEN/CHILLED MEAT CLAUSES (A)
(suitable for meat in a mechanically temperature-controlled environment)

RISKS COVERED

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

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

4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

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

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

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

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war

6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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. Subject to Clause 11 below, this insurance attaches from the time

8.1 the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the overseas vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.1

8.1.2 the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3 of loading of the subject-matter insured into the overseas vessel or aircraft.

8.2 This insurance continues during the ordinary course of transit to and whilst in

8.2.1 cold store at the destination named in the contract of insurance

or

8.2.2 any other cold store which the Assured elect to use following discharge of the subject-matter insured from the overseas vessel, or after unloading from the aircraft, at the place of discharge either

8.2.2.1 for storage other than in the ordinary course of transit or

8.2.2.2 for allocation or distribution.

8.3 This insurance terminates either

8.3.1 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

8.3.1.1 for transit to a destination in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

8.3.1.2 for transit to a destination elsewhere on the expiry of 5 days
after completion of discharge of the subject-matter insured from the oversea vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

8.4 This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5 If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to 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 delivery 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

Prompt Notice

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

Forwarding Charges

13 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 13, 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

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

Increased Value

16 16.1 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.

16.2 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

17. This insurance

17.1 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,

17.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

and

18.2 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

19. 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

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

LAW AND PRACTICE

21. 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.

SPECIAL NOTE: The Continent of Europe shall be deemed to include Eire and the United Kingdom (but not the Crown dependencies) but excludes the Greek Islands, Cyprus, Malta, Sicily, Sardinia, Corsica, the Balearic Islands and Iceland.

01/03/2017

CL. 425
RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.
   
   1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,

   1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to

   1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours

   1.2.2 fire or explosion

   1.2.3 vessel or craft being stranded grounded sunk or capsized

   1.2.4 overturning or derailment of land conveyance

   1.2.5 collision or contact of vessel craft or conveyance with any external object other than water

   1.2.6 discharge of cargo at a place of distress.

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. 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 (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)

4.5 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

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

4.8 Loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

5.1.2 Unfitness of container 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 insurrection, or civil strife arising therefrom, or any hostile act by or against a
       belligerent power
   6.2 capture seizure arrest restraint or detainment, (piracy excepted) and the consequences thereof or any attempt thereat
   6.3 derelict mines torpedoes bombs or other derelict weapons of war,
   6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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
   8.1.1 the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of
       insurance), provided that the period in such chambers prior to
       shipment on board the oversea vessel or aircraft shall not exceed 60
       days unless prompt notice be given to the Insurers and an additional
       premium paid for each further period of 30 days or part thereof.
   8.1.2 the subject-matter insured is loaded into the conveyance at the
       freezing/cooling works or at the cold store (at the place named in the
       contract of insurance) for the commencement of transit.
   8.1.3 of loading of the subject-matter insured into the oversea vessel or aircraft.

8.2 This insurance continues during the ordinary course of transit to and whilst in
   8.2.1 cold store at the destination named in the contract of insurance
       or
8.2.2 any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the overseas vessel, or after unloading from the aircraft, at the final place of discharge either
  8.2.2.1 for storage other than in the ordinary course of transit or
  8.2.2.2 for allocation or distribution.

8.3 This insurance terminates either
  8.3.1 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
    8.3.1.1 for transit to a destination in the Continent of Europe (including Eire and the United Kingdom),
    U.S.A. or Canada on the expiry of 30 days
    8.3.1.2 for transit to a destination elsewhere on the expiry of 5 days
  after completion of discharge of the subject-matter insured from the overseas vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

8.4 This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5 If, after discharge overside from the overseas vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force (subject to termination as provided for in Clauses 8.3 and 8.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to 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 delivery 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

Prompt Notice

12. Prompt notice of any loss damage or deterioration shall be given to the Insurers upon first discovery and any claim for deterioration or damage is conditional upon the Insurers having been given an opportunity to inspect such deterioration or damage before termination of this insurance.
Forwarding Charges

13. 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 13, 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

14. 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.

Adjustment

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

Increased Value

16. 16.1 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.

16.2 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**

17. This insurance

17.1 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,

17.2 shall not extend to or otherwise benefit the carrier or other bailee.

**MINIMISING LOSSES**

**Duty of Assured**

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

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

and

18.2 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**

19. 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**

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

control.

**LAW AND PRACTICE**

21. 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.

SPECIAL NOTE: The Continent of Europe shall be deemed to include Eire and the United Kingdom (but not the Crown dependencies) but excludes the Greek Islands, Cyprus, Malta, Sicily, Sardinia, Corsica, the Balearic Islands and Iceland.

01/03/2017
Cl. 426
INSTITUTE FROZEN/CHILLED MEAT CLAUSES (C) AND 24 HOURS BREAKDOWN
(suitable for meat in a mechanically temperature-controlled environment)

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 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
       1.1.2 fire or explosion
       1.1.3 vessel or craft being stranded grounded sunk or capsized
       1.1.4 overturning or derailment of and conveyance
       1.1.5 collision or contact of vessel craft or conveyance with any external object other than water
       1.1.6 discharge of cargo at a place 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 willful 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 (except loss damage or expense covered under Clause 1.1.1 above)

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

4.7 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.

4.9 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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

5.1.2 unfitness of container 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 thereof

6.3 derelict mines, torpedoes, bombs or other derelict weapons of war

6.4 embargo, or by rejection, prohibition or detention by any government or their agencies or departments.

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. Subject to Clause 11 below, this insurance attaches from the time

8.1.1 the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the overseas vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3 of loading of the subject-matter insured into the overseas vessel or aircraft.
8.2 This insurance continues during the ordinary course of transit to and whilst in
   cold store at the destination named in the contract of insurance
   or
   any other cold store which the Assured elect to use following completion of discharge of the subject-matter
   insured from the overseas vessel, or after unloading from the aircraft, at the final place of discharge either
   for storage other than in the ordinary course of transit or
   for allocation or distribution

8.3 This insurance terminates either
   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
   for transit to a destination in the Continent of Europe (including Eire and the United Kingdom),
   U.S.A. or Canada on the expiry of 30 days
   for transit to a destination elsewhere on the expiry of 5 days
   after completion of discharge overside of the subject-matter insured from the overseas vessel or, after
   completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,
   whichever shall first occur.

8.4 This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 8.2.1 or 8.2.2
   above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant
   period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5 If, after discharge overside from the overseas vessel, or 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 for in Clauses 8.3 and 8.4
   above, shall not extend beyond the commencement of transit to such other destination.

8.6 This insurance shall remain in force subject to termination as provided for in Clauses 8.3 and 8.4 above and to the
   provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge,
   reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to
   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 delivery 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

Prompt Notice

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

13. 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 13, 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

14. 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.

Adjustment

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

Increased Value

16. 16.1 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.

16.2 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

17. This insurance
   17.1 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,
   17.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

18. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
   18.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
   and
   18.2 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

19. 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

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

LAW AND PRACTICE

21. 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.
SPECIAL NOTE: The Continent of Europe shall be deemed to include Eire and the United Kingdom (but not the Crown dependencies) but excludes the Greek Islands, Cyprus, Malta, Sicily, Sardinia, Corsica, the Balearic Islands and Iceland.

01/03/2017

CL. 427
INSTITUTE STRIKES CLAUSES (FROZEN/CHILLED MEAT)
(suitable for meat in a mechanically temperature-controlled environment)

RISKS COVERED

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

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

EXCLUSIONS
3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to willful 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/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.
This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

3.7 Loss damage or expense arising from the failure, shortage or withholding of equipment, power, fuel, coolant, refrigerant or labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion.

3.8 Any claim based upon loss of or frustration of the voyage or adventure.

3.9 Loss damage or expense 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.

3.11 Embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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

4.1 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

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time

5.1.1 the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the oversea vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

5.1.2 the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

5.1.3 of loading of the subject-matter insured into the oversea vessel or aircraft.

5.2 This insurance continues during the ordinary course of transit to and whilst in

5.2.1 cold store at the destination named in the contract of insurance

or

5.2.2 any other cold store which the Assured elect to use following completion of discharge of the subject-matter insured from the oversea vessel, or after unloading from the aircraft at the final place of discharge either

5.2.2.1 for storage other than in the ordinary course of transit or

5.2.2.2 for allocation or distribution

5.3 This insurance terminates either

5.3.1 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

5.3.2 for transit to a destination

5.3.2.1 in the Continent of Europe (including Eire and the United Kingdom), U.S.A. or Canada on the expiry of 30 days

5.3.2.2 elsewhere on the expiry of 5 days

after completion of discharge overside of the subject-matter insured from the oversea vessel or,

after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.
5.4 This insurance terminates on disposal of the subject-matter insured other than by storage as in Clauses 5.2.1 or 5.2.2 above (except with the prior consent of the Insurers) or on removal from cold store before the expiry of the relevant period in Clauses 5.3.2.1 or 5.3.2.2 above.

5.5 If, after discharge overide from the overseas vessel, or 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 for in Clauses 5.3 and 5.4 above, shall not extend beyond the commencement of transit to such other destination.

5.6 This insurance shall remain in force (subject to termination as provided for in Clauses 5.3 and 5.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

**Termination of Contract of Carriage**

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when the 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 30 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 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 5 above.

**Change of Voyage/Transit**

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

Prompt Notice

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

Adjustment

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

Increased Value

11. 11.1 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.

11.2 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

12. This insurance

12.1 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,

12.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

13.2 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

14. 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

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

LAW AND PRACTICE

16. 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.

SPECIAL NOTE: The Continent of Europe shall be deemed to include Eire and the United Kingdom (but not the Crown dependencies) but excludes the Greek Islands, Cyprus, Malta, Sicily, Sardinia, Corsica, the Balearic Islands and Iceland.

01/03/2017

CL.428
FROZEN/CHILLED MEAT EXTENSION CLAUSES
(suitable for meat in a mechanically temperature-controlled environment)

RISKS COVERED

Risks
1 Subject always to the subject-matter insured being in sound condition at the time of attachment, this insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below, loss of, deterioration of, or damage to the subject-matter insured which shall arise during the currency of this insurance.

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 arising from infection prior to attachment of this insurance, bone taint, salmonella, fault in preparation, dressing, cooling, freezing, wrapping or packaging
4.5 claims arising from loss of market

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

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

4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

5.1 In no case shall this insurance cover loss damage or expense arising from

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

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

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

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

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

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

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war

6.4 embargo, or by rejection prohibition or detention by any government or their agencies or government departments.

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

8.1.1 the subject-matter insured passes into the cooling and/or freezing chambers of the works (at the place named in the contract of insurance), provided that the period in such chambers prior to shipment on board the overseas vessel or aircraft shall not exceed 60 days unless prompt notice be given to the Insurers and an additional premium paid for each further period of 30 days or part thereof.

8.1.2 the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit.

8.1.3 of loading of the subject-matter insured into the overseas vessel or aircraft.
8.2 This insurance continues during the ordinary course of transit to and whilst in
8.2.1 cold store at the Destination named in the contract of insurance
or
8.2.2 any other cold store which the Assured elect to use following discharge of the subject-
matter insured from the oversea vessel, or after unloading from the aircraft, at the
place of discharge either
8.2.2.1 for storage other than in the ordinary course of transit or
8.2.2.2 for allocation or distribution.

8.3 This insurance terminates either
8.3.1 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
8.3.1.1 for transit to a destination in the Continent of Europe (including Eire and
the United Kingdom), U.S.A. or Canada on the expiry of 30 days
8.3.1.2 for transit to a destination elsewhere on the expiry of 5 days

after discharge of the subject-matter insured from the oversea vessel or
after completion of unloading of the subject-matter insured from the
aircraft at the final place of discharge,
whichever shall first occur.

8.4 This insurance terminates on disposal of the subject-matter insured other than by storage as in
Clauses 8.2.1 or 8.2.2 above (except with the prior consent of the Insurers) or on removal from
cold store before the expiry of the relevant period in Clauses 8.3.1.1 or 8.3.1.2 above.

8.5 If, after discharge overside from the oversea vessel, or 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 for in Clauses 8.3 and 8.4 above, shall not extend
beyond the commencement of transit to such other destination.

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

8.7 In the absence of prior notice to the Insurers and agreement of any additional premium required by them, this insurance excludes any claim for deterioration of or damage to the subject-matter insured where the period in freezing/cooling works and in any cold store, before loading into the conveyance for commencement of the transit, exceeds 60 days.

**Termination of Contract of Carriage**

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

**Change of Voyage/Transit**

10 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

Prompt Notice

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

Forwarding Charges

13 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 13, 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

14 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.

Adjustment

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

Increased Value
16.1 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.

16.2 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

17 This insurance

17.1 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,

17.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

and

18.2 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

19 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

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

LAW AND PRACTICE

21 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.

SPECIAL NOTE: The Continent of Europe shall be deemed to include Eire and the United Kingdom (but not the Crown dependencies) but excludes the Greek Islands, Cyprus, Malta, Sicily, Sardinia, Corsica, the Balearic Islands and Iceland.

01/03/2017

CL. 429
RISKS COVERED

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature whilst this insurance is in force)

4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
4.6 Loss damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel/aircraft where, at the time of loading, the subject-matter insured on board the vessel/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 voyage.

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

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

4.8 Loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.

4.9 Any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

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

5.1 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.

5.1.1 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, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

6.2 Capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat.
6.3 derelict mines, torpedoes, bombs or other derelict weapons of war.

6.4 embargo, or by rejection, prohibition or detention by any government or their agencies or departments.

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. Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or

8.1.1 on delivery to any other cold store 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 expiry of 5 days after completion of discharge overside of the subject-matter insured from the overseas vessel or after completion of unloading of the subject matter insured from the aircraft at the final place of discharge whichever shall first occur.

8.2 If, after discharge overside from the overseas vessel, or 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 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit

10. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves 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.

01/03/2017

CL. 430
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 or craft or conveyance with any external object other than water
       1.1.5 discharge of cargo at a place 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)

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/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 voyage.

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

4.7 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

4.9 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space

4.10 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

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.
   6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.

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 loaded into the
     conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the
     commencement of transit,
     continues during the ordinary course of transit and terminates either
     8.1.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
     8.1.2 on delivery to any other cold store 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 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 5 days after completion of discharge overside of the subject-matter insured from the overseas
         vessel or, after completion of unloading of the subject-matter insured from the aircraft at the final place of
         discharge,
         whichever shall first occur.

8.2 If, after discharge overside from the overseas vessel, or 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 8.1.1 to 8.1.4 above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for 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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the 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 30 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 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 8 above.

Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to the 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 above), but, without the knowledge of the Assured or their employees the ship sails/aircraft leaves 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 his 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.

01/03/2017

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