

INSTITUTE CARGO CLAUSES (F. P. A.).**[Transit Clause (in-corporating Warehouse to Warehouse Clause.)]**

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge over side of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

If, after discharge over side from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

[Termination of Adventure Clause.]

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed. Until the expiry of 60 days after completion of discharge over side of the goods hereby insured from the oversea vessel at such port or place, whichever shall first occur,

or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

[Craft, & c. Clause]

3. Including transit by craft raft or lighter to or from the vessel. Earth craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lighter men from liability.

[Change of Voyage Clause]

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

[F.P.A. Clause]

5. Warranted free from Particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package or packages which may be totally lost in loading, transshipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

This Clause shall operate during the whole period covered by the policy.

[Constructive Total Loss Clause]

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

[G.A. Clause]

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

[Seaworthiness Admitted Clause]

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

[Bailee Clause]

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

[Not to Inure Clause]

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

["Both to Blame Collision" Clause]

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

[F.C. & S. Clause]

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration or war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this Insurance.

[F.S.R. & C. O Clause.]

13. Warranted free of loss or damage

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions ;

(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this Insurance.

[Reasonable Despatch Clause.]

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

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

INSTITUTE CARGO CLAUSES (W.A.).**[Transit Clause (incorporating Warehouse to Warehouse Clause)]**

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
 (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

[Termination of Adventure Clause.]

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriter and to an additional premium if required, this insurance shall remain in force until either

(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

[Craft. & c Clause.]

3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

[Change of Voyage Clause.]

4. Hold covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

[Average Clause.]

5. Warranted free from average under the percentage specified in the policy, unless general, of the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the Underwriters are to pay the insured value of any package which may be totally lost in loading, transshipment or discharge, also for any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress.

This Clause shall operate during the whole period covered by the policy.

[Constructive Total Loss Clause]

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

[G.A. Clause]

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance

with the contract of affreightment.

[Seaworthiness Admitted Clause.]

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity preserved and exercised

[Bailee Clause.]

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

[Not to Inure Clause.]

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

["Both to Blame Collision" Clause]

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment " Both to Blame Collision " Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

[F.C. & S.Clause.]

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty " power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom , or piracy.

Should Clause No.12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.

[F.S.R. & C.C. Clause.]

13. Warranted free of loss or damage

- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions ;
- (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

Should Clause No.13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.

[Reasonable Despatch Clause]

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

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

INSTITUTE CARGO CLAUSES(ALL RISKS).**Transit Clause(in-cooperating Warehouse to Warehouse Clause)**

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

- (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
- (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
 - (i) for storage other than in the ordinary course of transit
 - or
 - (ii) for allocation or distribution,
- or (c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured, arty deviation, forced discharge, reshipment or transshipment and during arty variation of the adventure acting from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

[Termination of Adventure Clause.]

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods, as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

- (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,
- or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination until terminated in accordance with the provisions of Clause 1 above

[Craft, & c. Clause]

3. Including transit by craft, raft or lighter to or from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

[Change of Voyage Clause]

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the cargo or voyage.

[All Risks Clause]

5. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss, damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

[Constructive Total Loss Clause]

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

[G.A. Clause]

7. Central Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

[Seaworthiness Admitted Clause]

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been

attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

[Bailee Clause]

9. It is the duty of the Assured and their Agents, in all cases, to take such measures " may be reasonable for the purpose of averting or minimising e loan and to ensure that all rights against carriers, bailees or other third partial are properly preserved and exercised.

[Not to Inure Clause]

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

["Both to Blame Collision" Clause]

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment " Both to Blame Collision " Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

[F.C. & S. Clause]

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; alto from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile set by or against a belligerent power; and foe the purpose of this warranty" power " includes any authority maintaining naval, military or air forage in association with a power.

Further warren ted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Should Clause No. 12 be deleted, the relevant current Institute War clauses shall be doomed to form port of this Insurance.

[F.S.R. & C.C. Clause]

13. Warranted free of lou or damage

- (a) toned by strikers, locked-out workman, or persona taking part in labour disturbances, riots or civil commotions;
- (b) resulting from strikes, lock-outs,, labour disturbances,, riots or civil commotions.

Should Clause No. 18 be deleted, the relevant currant Institute Strikes Riots end Civil Commotions Clauses still be deemed to form part of this, Insurance.

[Reasonable Despatch Clause]

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

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

**INSTITUTE AIR CARGO CLAUSES (ALL RISKS)
(excluding sendings by Post).**

[Transit Clause]

1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

(a) to the Consignees' or other final warehouse, premises or place of storage at the destination named in the policy

(b) to any other warehouse, premises or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 below) during delay beyond the control of the Assured. any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

[Termination of Adventure Clause]

2. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the adventure is otherwise terminated before delivery of the subject matter insured as provided for in Clause 1 above, then, subject to prompt notice being given to underwriters and to an additional premium if required, this insurance shall remain in force until either

(i) the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after completion of unloading of the subject-matter hereby insured from the aircraft at such place, whichever shall first occur,

or (ii) if the subject matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

[Change of Transit Clause]

3. Held covered at a premium to be arranged in case of change of transit or of any omission or error in the description of the Subject-matter insured or of the transit.

[All Risks Clause]

4. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

[Constructive Total Loss Clause]

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

[Bailee Clause]

6. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees, or other third parties are properly preserved and exercised.

[Not to Inure Clause]

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

[F.C. & S. Clause]

8. Warranted free of capture, seizure, arrest, restraint, or detention, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed, floating or airborne object (other than a mine, torpedo or other warlike missile), heavy weather or fire unless caused directly (and independently of the nature of the venture or service which the aircraft concerned or, in the case of a collision, any other aircraft involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces an

association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or piracy.

Should Clause No. 8 be deleted, the current Institute War Clauses (Air) (excluding sendings by Post) shall be deemed to form part of this insurance.

[Frustration & Confiscation Clause]

9. This policy is warranted free of any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainment of Kings Princes Peoples Usurpers or persons attempting to usurp power, and from any claim for loss damage or expense arising from confiscation or nationalisation or requisition.

[F.S.R.&C.C. Clause]

10. Warranted free of loss or damage

- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (b) resulting from strikes, lock outs, labour disturbances, riots or civil commotions.

[S.R. & C.C. Clause]

11. Should Clause No. 10 be deleted, this insurance covers loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, but warranted free of loss or damage proximately caused by the absence, shortage or withholding of power, fuel or labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion, or of any claim for expenses arising from delay.

[Reasonable Despatch Clause]

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

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

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**INSTITUTE CARGO CLAUSES (A)****RISKS COVERED****[Risks Clause]**

1 This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 3, 6 and 7 below.

[General Average Clause]

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 3, 6 and 7 or elsewhere in this insurance

["Both to Blame Collision" Clause]

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment as is in respect of a "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS.**[General Exclusions Clause]**

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 (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

[Unseaworthiness Unfitness Exclusion Clause]

5 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

[War Exclusion Clause]

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.

[Stinks Exclusion Clause]

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

DURATION

[Transit Clause]

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

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

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising, from the loading of a cargo to shipowners or charterers under the contract of affreightment.

[Termination of Contract of Carriage Clause]

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

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

[Change of Voyage Clause]

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

CLAIMS

[Insurable Interest Clause]

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 was aware of the loss and the Underwriters were not.

[Forwarding Charges Clause]

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 3, 6 and 7 above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the Assured or their servants.

[Constructive Total Loss Clause]

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

[Increased Value Clause]

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value assurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value assurances 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

[Not to Inure Clause]

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

MINIMISING LOSSES

[Duty of Assured Clause]

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

16.1 to take such measures as may be reasonable for the purpose of averting or 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of those duties.

[Waiver Clause]

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

AVOIDANCE OF DELAY

[Reasonable Despatch Clause]

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

[English Law and Practice Clause]

19 This insurance is subject to English law and practice.

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

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**INSTITUTE CARGO CLAUSES (B)****RISKS COVERED****[Risks Clause]**

- 1 This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 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 conveyance with any vessel or object other than rater
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 earthquake volcanic eruption or lightning.,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea or river water into vessel or conveyance container or place of storage,
 - 1.3 total loss of any cargo lost overboard or dropped whilst loading on to, or unloading from, vessel or craft

[General Average Clause]

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

["Both to Blame Collision" Clause]

- 3 This insurance is intended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriter who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS**[General Exclusions Clause]**

- 4 In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary wear and tear, ordinary loss in or loss of volume, at ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 4.7 deliberate or negligent 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 arising from the use of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

[Unseaworthiness and Unfitness Exclusion Clause]

- 5 5.1 In no case shall this insurance cover loss damage or expense arising from
- unseaworthiness of vessel or craft,
 - unfitness of vessel or conveyance container or liftvan for the safe carriage of the subject-matter insured,
- where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

[War Exclusion Clause]

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, and the consequences thereof or any attempt thereat

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

[Strikes Exclusion Clause]

7 In no case shall this insurance cover any 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, lockouts, laborer disturbances, riots in civil commotions

7.3 caused by any terrorist or any person acting from a political motive.

DURATION

[Transit Clause]

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse as place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

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

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overseas from the vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

[Termination of Contract of Carriage Clause]

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

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

[Change of Voyage Clause]

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

CLAIMS

[Insurable Interest Clause]

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 Underwriters were not.

[Forwarding Charges Clause]

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 3, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

[Constructive Total Loss Clause]

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

[Increased Value Clause]

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value assurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value assurances 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 assurances.

BENEFIT OF INSURANCE

[Not to Inure Clause]

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

MINIMISING LOSSES

[Duty of Assured Clause]

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

16.1 to take such measures as may be reasonable for the purpose of averting or 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

[Waiver Clause]

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

AVOIDANCE OF DELAY

[Reasonable Despatch Clause]

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

[English Law and Practice Clause]

19 This insurance is subject to English law and practice.

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

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**INSTITUTE CARGO CLAUSES (C)****RISKS COVERED****[Risks Clause]**

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

[General Average Clause]

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

["Both to Blame Collision" Clause]

- 3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Cohesion" Clause as it in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS**[General Exclusions Clause]**

- 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 loci in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expanse caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss-damage as expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expanse proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
 - 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

[Unseaworthiness and Unfitness Exclusion Clause]

- 5 5.1 In no case shall this insurance cover loss damage or expense arising from
- unseaworthiness of vassal or craft,
 - unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
- where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

[War Exclusion Clause]

- 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.

[Strikes Exclusion Clause]

- 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 strikers, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any terrorist or any person acting from a political motive.

DURATION

[Transit Clause]

- 8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 8.1.2.1 for storage other than in the ordinary course of transit or
 - 8.1.2.2 for allocation or distribution,
- or
- 8.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the sperm vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

[Change of Voyage Clause]

- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
- or
- 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

[Termination of Contract of Carriage Clause]

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

CLAIMS

[Change of Voyage Clause]

- 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 Underwriters were not.

[Forwarding Charges Clause]

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 3, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

[Constructive Total Loss Clause]

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

[Increased Value Clause]

14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value assurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value assurances 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 assurances.

BENEFIT OF INSURANCE

[Not Inure Clause]

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

MINIMISING LOSSES

[Duty of Assured Clause]

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

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

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

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

[Waiver Clause]

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

AVOIDANCE OF DELAY

[Reasonable Despatch Clause]

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

LAW AND PRACTICE

[English law and Practice Clause]

19 This insurance is subject to English law and practice.

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

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**INSTITUTE CARGO CLAUSES (AIR)**
(excluding sendings by Post)**RISKS COVERED****[Risks Clause]**

1 This insurance covers all risk⁹ of loss of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below.

EXCLUSIONS**[General Exclusions Clause]**

2 in no case shall this insurance cover

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

[War Exclusion Clause]

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

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

[Strikes Exclusion Clause]

4 In no case shall this insurance loss damagers expense

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

DURATION**[Transit Clause]**

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

- 5.1.1 on delivery to 'he Consignees' or other final warehouse, premises or place of storage at the destination named herein,
- 5.1.2 on delivery to any ocher warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution

or

- 5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-

matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

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

[Termination of Contract of Carriage Clause]

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

or

6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

[Change Transit Clause]

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

CLAIMS

[Insurable Interest Clause]

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

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

[Forwarding Charges Clause]

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

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

[Constructive Total Loss Clause]

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

[Increased Value Clause]

11 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value assurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

11.2 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 assurances 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

[Not Inure Clause]

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

MINIMISING LOSSES

[Duty of Assured Clause]

13 It is the duty of the Assured and their servants 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 ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

[Waiver Clause]

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

AVOIDANCE OF DELAY

[Reasonable Despatch Clause]

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

[English law and Practice Clause]

16 This insurance is subject to English law and practice.

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