

## GENERAL CARGO INSURANCE PROGRAM POLICY NUMBER 300047/2023



## KEY FACTS

**Orbis Risk Partners** (as brokers) provides an **ALL RISKS** marine cargo insurance policy based on the **General Conditions of the Antwerp Cargo Insurance Policy of 20 April 2004** for the shipment of General Cargo by the **Peters & May Group** of companies including **Transport Partners BV**. The insurance is underwritten by **Liberty Special Markets** as lead insurer.

In summary **the insurance terms:**

### **Provide cover for:**

1. Physical loss or damage to the goods/cargo during loading / unloading and transit.
2. War, strikes, riots and civil commotions.
3. Obligations / contributions in General Average situations.
4. Transhipments.

### **Standard exclusions include:**

1. Wilful misconduct of the beneficiary.
2. Ordinary wear and tear.
3. Pre-existing damage.
4. Loss or damage, or expense caused by delay.
5. Loss or damage caused by the beneficiary's failure to properly package or prepare the goods for shipment.
6. Loss / damage, expense arising from insolvency / default of the carrier, manager.

### **Specific exclusions under this policy include (but are not limited to):**

1. Loss or damage caused by rust, oxidation or discolouration.
2. Loss or damage caused by or due to mechanical, electrical or electronical breakdown or derangement unless caused by a peril insured against and evidence of external damage.
3. Simple denting and scratching.
4. Claims notified to the insurer after 14 days after delivery.

**Please carefully read ALL the policy terms and exclusions to determine coverage and exclusions.**

**Please contact | Support Department | Orbis Risk Partners [support@orbis-partners.com](mailto:support@orbis-partners.com) for any queries on coverage/exclusions.**

**All Claims to be notified to Claims Department | Orbis Risk Partners [claims@orbis-partners.com](mailto:claims@orbis-partners.com) strictly within 14 days of delivery.**

## OPEN COVER

<b>TYPE</b>	MARINE CARGO
<b>BROKER REFERENCE</b>	MARINE CARGO OPEN COVER 300047/2023 MCC - P&M TP BV
<b>INTRODUCTION</b>	As per the General Conditions of the Antwerp Cargo Insurance Policy of 20 April 2004 (POLANT) and the Particular Conditions and Specific Conditions following hereinafter, the Subscribing Insurers, henceforth referred to as "the Underwriters" insure separately and for their own share the sums mentioned to:
<b>ASSURED</b>	Peters & May Limited, Transport Partners BV, Bronkhorststraat 8, Steenberg 4651, Netherlands affiliated and/or associated companies and employees.  Henceforth referred to as "the Assured", acting on his own behalf as well as for and on behalf of his affiliated and/or associated companies.

## **SECTION 1: GENERAL CONDITIONS**

**Cargo Insurance Policy of Antwerp dd.20.04.2004** **Free and non-committal translation**  
**GENERAL CONDITIONS**

### TITLE A : SCOPE OF APPLICATION

#### Article 1

Subject to the following stipulations, this insurance applies to goods and objects during their transit and intermediate storage.

### TITLE B : TIME AND PLACE OF COVER

#### Article 2

- 2.1 This insurance attaches at the moment when the insured goods and objects leave the agreed place of shipment.
- 2.2 This insurance terminates on the arrival of the insured goods and objects in the consignee's warehouse or in any other final warehouse or final location at the named destination.
- 2.3 Loading and unloading are included. Loading is the operation by which the goods and objects are lifted in the immediate vicinity of the means of conveyance, in order to be placed onto same. Unloading is the opposite operation.
- 2.4 This insurance shall remain in force without any interruption or limitation in time during the normal course of the transit.  
However, in so far as the goods and objects are still in the normal course of transit and have not yet reached the final warehouse or final location such as defined above, the insurance shall remain in force during:
- 60 days after discharge of the goods and objects from the seagoing vessel at the final port of discharge,
  - 30 days after unloading of the goods and objects from the aircraft at the final airport of discharge.
- 2.5 Any extension of the coverage beyond the aforementioned periods must be requested from the insurers, either at the time of acceptance of the risk or before the expiry of the above-mentioned periods of 60 or 30 days. This extension can be granted by the insurers, subject to an adjustment of the premium to be agreed.

#### Article 3

- 3.1 Notwithstanding any change of the intended voyage, route or means of conveyance, including intermediate storage, transshipment and re-forwarding, occurring beyond the Assureds' control, the insurance shall remain in force without any adjustment of the premium.
- 3.2 The insurance shall also remain in force, subject to an adjustment of the premium to be agreed when any one of the above changes occurs as a consequence of an act of the Assured.

### TITLE C : INSURANCE CONDITIONS

#### Article 4

The goods and objects can be insured as follows :  
either in accordance with the conditions of Article 6 :  
FREE OF PARTICULAR AVERAGE (F.P.A.),  
or in accordance with the conditions of Article 7 :  
FULL CONDITIONS OF ANTWERP (F.C.A.),  
or in accordance with the conditions of article 8 : ALL RISKS(A.R.). Unless provided otherwise, the insurance shall be deemed to be concluded subject to the conditions of article 8: "All Risks".

Article 5 general average

- 5.1 Without derogation to the provisions of Article 11, the insurers shall at all times take for their account the contribution in General Average, calculated and adjusted in accordance with the laws and practice of the place of destination or of the place where the voyage is validly terminated, yet at least in accordance with the York-Antwerp Rules when same are applicable under the terms of the contract of affreightment or Bill of Lading.
- 5.2 General Average contributions, also those which consist of expenditures which are payable or have been advanced before the arrival at destination, shall not be deducted from the insured value. In case of General Average, the insurers shall, if so requested by the Assured, act in the latter's place for providing all guarantees and deposits as well as for paying expenses related thereto.

Article 6 free of particular average

Without derogation to the provisions of article 11, the insurers shall take for their account in case of an insurance "Free of Particular Average":

- 6.1 every physical total loss arising from storm, shipwreck, stranding, collision, forced entry into a port of distress, forced change of route, voyage and/or vessel, jettison, fire, looting, capture and molestation by pirates, perils of the sea during quarantine, negligence of the Master and of the crew, barratry of the Master and, in general, from all accidents and perils at sea ; There is a physical total loss when the insured object is destroyed, or is damaged to such a degree that it ceases to be a thing with the properties of the insured object, or when it is damaged to such an extent that the repair costs and the costs to be made in order to forward it to its final destination would exceed its value at destination, or when the Assured would be irrevocably deprived of the insured object, or when it is improbable that he will recover it, or that the costs to be made for this purpose would exceed the value of the insured object at the time when he would recover it.
- 6.2 all physical damage and/or losses occurred during the voyage by sea or inland waterways, when one or several of the following events has/have taken place :
- shipwreck;
  - fire;
  - stranding;
  - collision;
  - discharge as a consequence of forced entry into a port of distress;
- 6.3 all cases for which abandonment can be invoked under article 12;
- 6.4 all physical damage and/or losses caused by falling into the water during loading, unloading and transshipment of seagoing vessels and inland navigation craft;
- 6.5 all physical damage and/or losses during transit and/or intermediate storage on land or during transport by air, and caused by one or several of the following occurrences :
- an accident incurred by the means of conveyance on which the goods and objects are loaded and/or the building in which the goods and objects are stored;
  - fire;
  - lightning;
  - explosion;
  - collapse of bridges, tunnels and other engineering structures;
  - flood;
  - avalanche, snowfall, landslide;
  - emergency landing of an aircraft due to a technical failure of this conveyance;
- 6.6 all physical damage and /or losses caused by theft;

6.7 all physical damage and/or losses caused by adverse climatic conditions are also covered if subsequent to one of the events mentioned under article 6.5.

Article 7 full conditions of Antwerp

In case of insurance at the "Full Conditions of Antwerp", the insurers shall indemnify – as an extension to the conditions of article 6 "Free of Particular

Average" - all physical damage and/or losses which are the consequence of one or several accidents and perils mentioned under article 6.1., without derogating, however, to the stipulations of article 11.

Article 8 all risks

In case of insurance at the "All Risks" conditions, the insurers shall indemnify all physical damage and/or losses, howsoever caused, without derogating however, to the stipulations of article 11.

Article 9 cargo on deck

Unless stipulated otherwise, the coverage of goods carried on deck with the consent of the Assured shall be limited to physical damage and/or losses which are the consequence of the occurrences mentioned under articles 6.2 and 6.3, as well as the consequence of jettison, washing overboard and breakage due to shifting of the cargo. Goods and objects loaded in containers on board of a vessel especially designed for the carriage of containers, remain covered at the conditions agreed upon for carriage under deck, even if such goods and objects are carried on deck.

Article 10 expenses

The insurers will also indemnify those expenses which are reasonably incurred in order to avert and/or mitigate covered physical damage and/or losses.

Article 11 exclusions

11.1 In no case shall this insurance cover:

11.1.1 damage, losses and/or expenses, directly or indirectly, wholly or partly caused by or arising from the risks of radioactive contamination as described in the latest relevant clause issued by the recognized Belgian Professional Association of Marine Insurers and published in the appendix of the "Belgian Official Gazette";

11.1.2 damage, losses and/or expenses caused by seizure, confiscation and any other occurrence which is the consequence of contraband, prohibited or clandestine commerce.

11.2 Unless stipulated otherwise, the insurers will furthermore not indemnify :

11.2.1 rejection risks : the refusal of undamaged insured goods and objects by the competent authorities and the consequences thereof;

11.2.2 the contractual and/or the extra-contractual liability of the Assured arising from damage and/or losses howsoever caused by the insured goods and objects, without derogation, however, to the stipulations of article 12.3;

11.2.3 expenses, of whatever nature, of quarantine, wintering and lay days;

11.2.4 damage, losses and/or expenses caused by :

- inherent vice of the insured goods and objects;
- faulty packaging and/or insufficient packing of the insured goods and objects, carried out by the Assured and/or his servants before inception of the voyage;
- delay which is not caused by an insured peril;

11.2.5 damage, losses and/or expenses directly or indirectly, wholly or partly caused by - or arising from :

11.2.5.1

- war with or without declaration, civil war, revolution, hostilities, reprisals, arrest, capture, molestation by whatever government, ally or enemy, recognized or not, mutiny, insurrection or civil commotion arising therefrom or any hostile act perpetrated by or against a belligerent power;

- capture, seizure, arrest, enforcement order or detention, arising from the perils mentioned under the preceding paragraph, as well as the consequences thereof or any attempt thereto;
  - derelict mines, torpedoes, bombs or other derelict weapons of war;
  - other war risks defined under Belgian Statute Law;
  - all war accidents and war perils in general;
- 11.2.5.2
- strike, riot, civil commotion, lock-out or disorder arising from labour disputes;
  - terrorism or any action based on a political motive;
- 11.2.6 consequential damage, losses and/or expenses, even if caused by an insured peril;
- 11.2.7 difference in duties on arrival at destination.

#### TITLE D : ABANDONMENT

##### Article 12

- 12.1 Abandonment extends exclusively to the goods and objects which are the subject-matter of the insurance and the risk.
- 12.2 Without derogation to the stipulations of article 11 of this policy and notwithstanding the stipulations of the "Commercial Code", abandonment can only be notified in the following cases:
- capture by pirates;
  - physical damage and/or losses of at least  $\frac{3}{4}$  of the value, if caused by a peril insured against, irrespective of the means of conveyance and place of storage;
  - absence of news for a period of 90 days after reception of the last message from the vessel or inland navigation craft or when same are considered missing by a competent authority. The above-mentioned period of 90 days is reduced to 60 days for means of conveyance other than ocean-going vessels and inland navigation craft.

Goods and objects insured "Free of Particular Average", as defined in article 6 and subject to smashing, breakage or leakage can be abandoned on the grounds of physical damage and/or losses of at least  $\frac{3}{4}$  of the value, but only in those cases mentioned under article 6.2 and occurred during the carriage by sea or by inland waterways.

Radioactive goods and objects, even if same became radioactive after the inception of the risk, can never be abandoned.

By way of derogation from all conflicting legal and/or contractual stipulations, the insurers are allowed a period of 60 days to accept or reject an abandonment of which they have been notified. If they have not communicated their decision within this period of 60 days, they are deemed to have accepted the abandonment.

There is no possibility of appeal against the decision of the insurers. If abandonment is not accepted, the settlement shall be effected by way of total loss.

Whenever the settlement is effected by way of total loss due to the rejection of the abandonment by the insurers, the Assured will remain the owner of the insured goods and objects, the eventual salvage value of which remains for his account.

- 12.3 When the abandonment of the insured goods and objects is accepted, the liability of the insurers as owners of the abandoned goods and objects for any damage and/or losses caused by the abandoned goods and objects attaches from the time when the transfer of the ownership of same to the insurers takes place.

#### TITLE E : COST OF CLEANING, REMOVAL AND DESTRUCTION

##### Article 13

- 13.1 Subject to an express agreement and against adjustment of the premium to be agreed upon, the insurers will take for their account – without

however exceeding a limit to be agreed – the costs of cleaning, removal and destruction of debris if same have been incurred following the implementation of a measure taken or ordered by a competent authority, or reasonably incurred by the Assured, considering the circumstances, and only in so far as such costs are the consequence of a covered peril.

- 13.2 In case of settlement by way of total loss subsequent to the rejection of the abandonment in accordance with article 12.2, the aforementioned costs are automatically reimbursed up to 25 % of the settlement in total loss. This limitation shall not apply to actually incurred costs up to an amount not exceeding € 50.000,00.

#### TITLE F : SETTLEMENT OF CLAIMS

##### Article 14

Any indemnity due by the insurers is paid immediately, after proper substantiation, to the bearer of the original policy.

##### Article 15

15.1 When the insured goods and objects are sold or declared unfit subsequently to a covered peril elsewhere than at destination, the insurers shall pay the difference between the insured value and the net proceeds of the sale, after deduction of any freight and expenses which are not due.

15.2 The settlement of the damage and/or losses at destination shall be effected on the basis of the value of the insured goods and objects before customs clearance, even if the assessment of the damage occurred after payment of all duties. The share of damage and/or losses thus calculated shall be indemnified in proportion to the insured value.

15.3 When the insured goods and objects are sold at destination with the consent of all parties involved, the net proceeds of the sale will serve as basis to determine the percentage of depreciation suffered by the insured goods and objects in relation to their sound value on the day and at the place of the sale. This percentage shall be applied to the insured value.

##### Article 16

The Assured has the option to calculate the physical damage and/or losses or the abandonment separately per ship, barge or any other means of conveyance, per storage location, per bill of lading, per category of goods and objects or per agreed series. Unless stipulated otherwise, the series are formed at the Assureds' option by the sequence of marks, numbers or other distinctive signs, or according to the order of discharge.

#### TITLE G : OTHER STIPULATIONS

##### Article 17

This insurance is concluded for the account of whom it may concern.

##### Article 18

This insurance is concluded on good or bad tidings to be executed in good faith.

##### Article 19

The insurers are only liable for their share underwritten in the policy and are consequently not jointly and severally bound.

##### Article 20

In case of damage and/or losses caused by a fire in a warehouse or equivalent place of storage, neither the Assured nor the subrogated insurers shall effect recovery from the responsible Third Party, if the latter can produce a fire insurance policy in force containing a clause by which his insurers have waived their rights of recovery against the Assured of this policy or his subrogated insurers at the time of the loss.

##### Article 21

The aggravations of risk arising from contracts of carriage and/or affreightment are accepted by the insurers.

**Article 22 arbitration**

Unless provided otherwise by mandatory conflicting legal stipulations, disputes arising between insurers and Assured in relation to this policy, shall be settled by a Tribunal of Arbitrators. Each party nominates her arbitrator and the two arbitrators thus nominated appoint a third arbitrator. In the event of disagreement concerning the nomination of the third arbitrator, the latter shall be appointed by the President of the "Court of First Instance" at the request of the first party to take action. The decision of the Tribunal of Arbitrators is final, unless a possibility of appeal is provided in the arbitration agreement or in the correspondence equivalent thereto.

**Article 23**

The ordinary courts remain competent for the disputes relating exclusively to the collection of the non-disputed premium.

**Article 24**

Any disputes shall be settled exclusively in Belgium at the place where the policy has been issued. This insurance policy is governed by Belgian law and Belgian practice.

## SECTION 2: PARTICULAR CONDITIONS

**INSURED VALUE** Unless otherwise provided for in the Specific Stipulations the insured value will be determined on the basis of the invoice value with the inclusion of all expenses till loaded onboard. This value also includes the value of the packing, freight advances, as well as freight earned and prepaid or freight still due. Notwithstanding a claim, the Underwriters will be obliged to indemnify loss and average both on the earned freight advances as on the objects and goods.

In the declared insured value the Assured may include without further clarification an expected profit and this will remain legally binding between parties. Any difference between the invoice value and the insured value will be considered by the Underwriters as a replacement value and/or expected profit. However, in case of casualty or arrival of the objects and goods before the insured value has been determined, the latter will be fixed as follows:

- a) objects and goods sold on the basis of the sales contract and/or sales invoice available on the day of casualty. This amount may be increased with the usual expected profit margin applicable to similar goods and voyages, unless a different margin has been provided for in the sales terms or has been requested by the buyer and conveyed to the seller prior to the casualty. This margin shall not exceed 25%.
- b) objects and goods unsold on the basis of the purchase invoice and/or sales contract and/or any other document indicating the actual value of the objects and goods. This value is to be increased by all expenses, including the costs of transport and manipulation, freight payable in advance, freight earned, non-refundable VAT, insurance premium and all other expenses. The amount so obtained will be increased by the usual profit margin which shall not exceed 25%.

It is agreed and understood that the monthly storage declaration will be issued on same basis. Duties, excise, taxes, levies and freight payable at destination will be taken into account as long as they are actually due and as long as they have been included in the insurance declaration under this policy. As the case may be, duties, excise, taxes, levies and freight payable at destination will be reimbursed in the same way as a claim on the goods.

**RANKING OF CONDITIONS** Ranking of conditions to avoid conflict of conditions according to the principle that the Specific conditions have priority above the Particular conditions which in turn have priority above the General conditions. In case of conflict between conditions of same rank, the Assured will be entitled to choose the set of conditions which is the most favourable.

**EQUIVALENCE CLAUSE** Notwithstanding the inclusion in policies, certificates and declarations of equivalent clauses from foreign insurance markets, in case of claim the Assured will also be entitled to claim indemnity in accordance with the POLANT insurance conditions supplemented by the Particular Conditions and Specific Stipulations of this open cover.

In respect of all B.A.M.I. clauses or foreign Clauses referred to in this policy, the applicable version will be the one which was effective on the date of inception of risk.

**RISKS ALWAYS COVERED** Subject to the conditions and provisions listed in the Specific Conditions, the following risks are always covered, regardless of the insurance conditions chosen:

- theft, non-delivery and non-arrival (disappearance) Any loss arising from theft and/or pilferage, of a part of or of the entire package, during transport and/or sojourn overland, over water or by air will be reimbursed in full. Non-delivery of entire packages is equivalent to theft and reimbursed as same.

In case of non-delivery of one or more packages or non-arrival at destination of one or more rail conveyances, trucks, vessels or aircraft, abandonment can be notified two months after the expected arrival date. As soon as the Assured has learned of the non-arrival of a package, rail conveyance, truck, vessel or aircraft, he will inform Orbis, in order to enable the Underwriters to take the necessary measures against the liable carriers.

- earthquake, seaquake, volcanic eruption, lightning, explosion and flood, ingress of water in buildings or places normally not covered by water -, tidal waves, tornado, hurricane or similar events
- In addition to art. 9 of POLANT, deck cargo whether containerized or not is covered equal to below deck cargo unless another regime is set out in the specific conditions section.
- malicious damage, vandalism, sabotage and piracy
- losses during loading, discharge and transshipment operations
- jettison and washing overboard
- damage resulting from contact with a fixed or floating object
- all characterised accidents and catastrophes during the insured sojourn and/or transport

**DECLARATIONS**

Declarations will be made by the assured as soon as possible after having received the documents enabling them to make such declarations or in any other manner provided for under their open cover, the insurance however not to be prejudiced by oversight, delay, error or involuntary omission by the Assured.

However exceeding of sums insured have to be declared and agreed before risk inception.

**SHORTAGE FROM CONTAINERS AND PARCELS**

This policy will also cover shortages in terms of content of containers and parcels. A shortage is defined as the difference between the number of packages as per the shipper's/supplier's invoice and/or packing list and/or any document issued by the shipper/supplier serving as proof of the inception of risk of objects and goods and the tally of objects and goods recorded by the Assured and/or his agents at the discharge of the container. Underwriters are entitled to provide absolute proof that the goods had not been at risk.

This policy will, however, exclude the liability for any such loss which can be undeniably attributed to a forcible entry into the container/parcel following its delivery at a store, warehouse or the consignee's factory.

**CONCEALED DAMAGE CLAUSE**

If containers, cases or packages do not appear to have any external traces of damage, the assessment of loss and/or damage is to take place within a period of 60 days of the arrival at the destination. Unless proof to the contrary, such loss and/or damage will be considered to have occurred during the insured voyage. The Underwriters will not take into account the potential loss of the recovery rights.

The Underwriters are potentially entitled to request an additional premium.

**CLEAN-UP, REMOVAL AND DISPOSAL OF DEBRIS EXPENSES**

Contrary to the stipulations of POLANT Art. 13.1, the expenses of cleaning-up, removal and disposal of debris are automatically covered without an additional premium up to an amount of EUR 250.000 in first loss, any one accident/series of accidents and/or 25% of the settlement in total loss in accordance with POLANT Art. 13.2, whichever is higher. Should the Assured wish to increase this limit, he should place an explicit request with Orbis who, prior to the inception of the risk, should agree upon an additional premium with the Underwriters. All other stipulations of the afore-mentioned POLANT article remain in full force.

**FUMIGATION CLAUSE**

Should a fumigation of a conveyance or warehouse be ordered by a properly constituted authority, which subsequently results in direct loss to or damage to the insured interests, the Underwriter will reimburse the Assured for the entire damage caused by the fumigation. Other damage or loss arising out of the fumigation of the goods will also be covered under this policy.

<b>INFESTATION VERMIN DAMAGE</b>	Damage or loss caused by vermin/infestation to the insured's is covered under this policy. interests
<b>WAR, STRIKES, RIOTS, CIVIL COMMOTION AND TERRORISM RISKS</b>	<p>In addition to Art. 11.2.5 POLANT, it is understood that every claim be attributed to the occurrence of an ordinary risk, irrespective of the applicable insurance conditions. Proof to the contrary, i.e. the occurrence of a war risk has to be delivered by the Underwriters, who reserve themselves the right of recourse against the underwriters covering the risks of War, Strikes, Riots, Civil Commotions and Terrorism.</p>
<b>WAIVER OF RECOURSE</b>	<p>The Underwriters agree not to exercise any recourse against the Assured in his capacity of Charterer, unless with the Assured's consent.</p> <p>The Underwriters will waive any claim against any physical or legal person (according to public or private law) whom the Assured has favoured, either contractually or legally with a waiver of recourse.</p> <p>In case of a contractual waiver, the Assured agrees to advise Orbis without delay and to pay a possible additional premium to be agreed. No additional premium to be charged in case of a charter party contractual waiver for shortages under a sealing clause.</p> <p>Nonetheless, it is understood and agreed that the Underwriters' right of recourse will be maintained at all times against any liable party in connection with fraud, gross negligence and or wilful misconduct.</p>
<b>SEAWORTHINESS</b>	The seaworthiness of a conveyance/vessel is hereby admitted between Assured and Underwriter.
<b>SAFEGUARDS</b>	<p>The Assured makes a bona fide commitment to employ all possible safeguards to protect or to proceed to salvage the subject matter insured as a bonus pater familias.</p> <p>The Assured also agrees to ensure that all necessary measures are taken in time in order to safeguard his rights and means of recourse against the carriers and all other liable third parties.</p> <p>The Underwriters will waive the right to invoke the non-admittance of a claim if the Assured has failed within the required time-frame to take all necessary measures as stipulated in Art. 266 (232) and 267 (273) of the Belgian Commercial Code, as well as in Art. 7 and 8 of the Belgian Law dated 25 August 1891 regarding transport regulations.</p> <p>In no case will the Assured have the obligation, after submission of a claim, to start proceedings against the liable third parties, nor will he have to arrange for the interruption of the time-frame. Should it be requested of him, the Assured will however render full assistance to the Underwriters.</p> <p>When the Assured's mandatories such as agents, forwarders, warehouse keepers and the like prove that he has not had the possibility of taking the required measures in order to safeguard the recovery, the Underwriters will also waive the possibility of invoking the lapse of rights they could invoke against the Assured, as well as of claiming any compensation they could legally claim from him on account of the absence, irregularity or delay in terms of the reservations to be made.</p>
<b>SUBROGATION</b>	<p>Having paid the claim, the Underwriters will be vested with all rights of the Assured against any third party.</p> <p>The Assured agrees to confirm this subrogation by a separate deed, should the Underwriters so require. This subrogation will be in lieu of the compensation paid.</p> <p>Unless agreed to the contrary, the subrogation in case of an amicable settlement of the damage or loss will be proportional to the indemnity received. Nonetheless, the Underwriters will execute the entire recovery action for the full amount with the full co- operation from the Assured.</p>

**RECOURSE**

The Assured has a right of priority on the proceeds of the recovery equal to the deductible applied. In case of a joint recovery, the Underwriters and the Assured will pay the cost of such action, each in proportion to their share in the initial claim amount. Potential interests will be apportioned pro rata of each share in the recovery obtained.

Should, in terms of a recovery action by the Underwriters, the ultimate liability for loss and/or damage to goods and objects covered under this policy be partially or fully attributed to the Assured or Co-assured, the cargo Underwriters will then waive the recovery claim for the part of the loss and/or damage accountable to the Assured. This part is, however, not to exceed their underwriting share(s) in this policy. Furthermore, all costs incurred by the Assured generated by the Underwriters' recovery action, will be fully compensated by the Underwriters.

**CLAIM DECLARATION**

Claims are to be submitted to Orbis and/or the leading insurer. From the moment loss is proven to be recoverable under the policy, it will be paid by the insurer.

Any stipulations to the contrary notwithstanding, claims are payable to the bearer of the original policy or original certificate.

**ASSESSMENT OF CLAIMS**

The assessment of loss or damage will be done by survey, unless losses or damage are estimated not to exceed EUR 2.500 or equivalent in any other currency.

**CLAIMS SETTLEMENT**

The reimbursements due to the assured resulting from losses and damages covered under this policy will be paid for the full 100% to the assured without considering any collecting commission. Intervention costs to be calculated as per ABAM/BVT regulation.

**CANCELLATION CLAUSE**

The open cover will incept for a period of one year, it tacitly renews every year unless prior cancellation is given to Orbis 60 days before the anniversary date or any other moment throughout the policy year.

The cancellation period is reduced to seven days for the risks of war, strikes and riots, and to 48 hours for the risks of strikes and riots for journeys to and from the United States of America.

It is hereby explicitly agreed that in case of a cancellation notice being served in accordance with the (afore-mentioned) provisions, the mutual obligations between the contractual parties will remain in force until the effective contract termination, which means only when the goods specified in the last regular insurance declaration have arrived at the final destination.

**EXPENSES**

a) All expenses approved by the Underwriters' surveyor and incurred in order to assess and/or prevent damages as well as the Underwriters' surveyor's fees will be fully chargeable to the Underwriters even if such material damages are not recoverable under the policy.

b) This also applies to the expenses of warehouse rental or of reforwarding incurred in order to protect the objects and goods against risks covered by this policy, and/or in case of failure of the carrier regardless of the circumstances and/or his financial situation.

The reforwarding expenses will however not be reimbursed should the Assured default on the freight payment due.

c) Salvage and Assistance Expenses

The Underwriters will cover all salvage and assistance expenses up to the maximum limit provided for under the policy.

Should salvage and/or assistance expenses be incurred without actual salvage resulting therefrom or should such expenses exceed the salvaged values, the Underwriters will reimburse such expenses irrespective of the reimbursement to be made in terms of the goods proper by means of either abandonment or particular average settlement, and this all without prejudice to the provisions of the final paragraph of Art. 17 of the Insurance Law dated 11 June 1874.

- d) Such expenses will be reimbursed in the same currency they have been incurred in and will not be deducted from the insured value, even if the maximum limit of the policy has been exceeded.
- e) In case of a F.I.O. (free in and/or out) shipment whereby the Assured is liable for the discharge of the objects and goods, the Underwriters will reimburse the Assured for all discharge- related costs and expenses, except demurrage, detention costs and the like, for which, according to the Charter Party or the freight certificate/document and/or the sales or purchase contract, the Assured is liable. Such reimbursement will only be made under the proviso that these additional costs and expenses in question are reasonable and can be attributed to a "sea peril" stipulated in the POLANT or covered as per agreed conditions.
- f) Should the carrier exercise the liberty provided for in the contract of affreightment to ship the objects and goods to a destination other than indicated in the insurance instructions, cover note or policy, the Underwriters will reimburse all justified additional costs and expenses in respect of discharge, storage, reloading, reforwarding or any other justified additional expenses incurred in order to deliver the objects and goods to their final destination.  
The expenses so incurred shall be reimbursed by the Underwriters in excess of the insured value up to a maximum of 25 % of the insured value of the objects and goods.

These expenses will be reimbursed in the same currency in which they have been charged.

**LEADING  
UNDERWRITERS  
CLAUSE**

**The Principle**

The co-underwriting companies and/or Lloyd's underwriters and/or underwriting agents hereby agree to recognize and comply with the decisions of the leading Underwriter. The term "Leading Underwriter" also comprises agents or representatives.

As a consequence, the co-insuring underwriters are irrevocably bound by every decision made by the leading Underwriter as if it had been made by themselves and which they will not challenge.

The scope of this Leading Underwriters Clause is unlimited, but for the exceptions mentioned hereunder.

Should there be no agreement with the leading Underwriter, the Assured or the broker will have the possibility of consulting the co- underwriters and the decision of the majority, calculated proportionally to their share in the risk, will be binding on the minority, including the leading Underwriter.

**Exceptions**

Each Underwriter will be free to make decisions in terms of the following aspects which are the only exceptions in terms of the application of the "Leading Underwriter Clause":

- the inclusion of the risks of : rejection, war, strikes, riots and civil commotion, terrorism, confiscation and expropriation by any competent authority;
- the increase of the policy limit;
- ex gratia payments;
- the change of the leading Underwriter;
- the inclusion of the risks of delay, inherent vice, consequential losses and loss of market;
- change of conditions of cancellation.

## SECTION 3: SPECIFIC CONDITIONS

### GOODS

All kind of goods, in particular general cargo, motor vehicles <EUR 250,000, containerized goods, containers, palatized ("General Cargo").

Excluding: Perishables, pleasure crafts, yachts (except for boats in closed container), ribs (except for ribs in closed container) precious metals, jewelry, jewels, money / cash, coins, stocks and bonds, radioactive substances / material, nuclear materials, explosive materials, weapons and munitions, livestock, live-plants and drugs.

The following goods can only be insured after approval of the insurer:

Motor vehicles > EUR 250,000

Non liner - Project cargo

Non liner - Break bulk

### INTEREST

Physical loss and/or damage to goods, freight, insurance premium (in case of total loss), duties.

**INCEPTION DATE** From 1 December 2023 (local time where the Assured's interests attach).

### CONVEYANCE

Vessel, railroad, truck, barge and/or any other means of conveyance and combinations.

### LIMIT

EUR 1,500,000 any one conveyance, any one storage location in the normal course of transit, on a first loss basis.

EUR 850,000 any one storage location outside the normal course of transit for accepted warehouses.

### BASIS OF VALUATION

110% CIF declared value.

### VOYAGES

Worldwide (any port or place to port or place) according to the sanction limitation clause and excluding:

- Iran, Cuba, North Korea, North Sudan, Syria, Myanmar, Venezuela and Crimea.
- Shipments to/from/through/within Russia/Ukraine/Belarus.

### CONDITIONS

- All Risks as per Article 8 of the Cargo Insurance Policy of Antwerp dt. 20 April 2004 and/or Institute Cargo Clauses "A" dt. 1.1.09
- Excluding pre-existing damages
- Excluding rust, oxidation or discolouration
- Mechanical derangement clause; excluding loss or damage due to mechanical, electrical or electronical breakdown or derangement unless caused by a peril insured against and evidence of external damage.
- Process Exclusion Clause
- Claims notified to the Insurer after 14 days after delivery are excluded
- Warranted cargo is suitable, suitably packed to be carried as cargo
- The Co-assured warrants cradles and/or other securing/loading and lashing material owned by the Co-assured (if any utilized) is suitable for transport
- Subrogation Clause
- War risks for the Carriage of Cargo by Sea, clause BAMI dt. 27.05.04 and/or Institute War Clauses (Cargo) dt. 1.1.09
- Strikes and Riots Risks clause BAMI dt. 27.05.04 and/or Institute Strikes Clauses dt. 1.1.09
- Simple denting and scratching is excluded.

- Deck Cargo conditions are same as under deck
- Cargo Termination of Transit Clause (Terrorism) 2009.
- Exclusion of Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic weapons, and Exclusion of Abandonment for Radioactive Goods, clause BAMI dt. 27.05.04 and/or Institute radioactive contamination chemical, biological, bio-chemical, electro-magnetic weapons exclusion Clause dt. 10.11.03.
- Exclusion of Cyber Attack 19 May 2020 and/or Institute Cyber Attack Exclusion Clause dt. 10.11.03.
- Exclusion of infectious disease
- Geographical scope
- Joint Sanction Clause BAMI dt. 31.03.11 and/or Sanction Limitation and Exclusion Clause JC2010/014 dt. 11.08.10.
- Clause « Abandonment and Piracy » BAMI dt. 29.11.12.
- Orbis Open Cover terms ("2. Particular Conditions")

For warehouse risk following is excluded;

- mysterious disappearance, misappropriation and theft, unless clear signs of forced entry.
- Damage caused by the state of the roof (water ingress or the like) are excluded.

## DEDUCTIBLE

Following deductible applies every one claim:

Insured Value	Deductible
CEC carried goods only up to EUR5,000	5% of Insured Value
Up to EUR 250,000	EUR 250
Up to EUR 500,000	EUR 500
Over	0.1%
Motor Vehicles	EUR 1,500

Warehouses: EUR 2,500 deductible per claim

**CLASSIFICATION CLAUSE** Institute Classification Clause (1 January 2001) applies with following amendments; Vessels sailing on a regular liner vessels don't have age limitations.

**TRANSHIPMENT** Cover includes transhipment and up to 60d storage (in the normal course of transit).

**DURATION** Insurance attaches from the moment the Assured takes control of the Cargo pursuant to its contractual obligations and until delivery pursuant to its contractual obligations. Excludes Cargo handling not engaged by the Assured.

**INVOICING/ DECLARATIONS/ CERTIFICATES** Declarations to be provided quarterly at the end of each quarter.

**LAW & JURISDICTION** Belgian law and practice.

## CLAUSES

### "CLASSIFICATION CLAUSE"

**Clause of the Royal Belgian Association of Marine Insurers dd. 28 June 2001**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

#### 1. QUALIFYING VESSELS

This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction or of other metallic alloys and classed with a Classification Society which is:

1.1 a Member or Associate Member of the International Association of Classification Societies (IACS\*),

or

1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and/or interests carried by vessels not qualified as above are held covered at rates and conditions to be agreed, provided they are notified to underwriters as soon as the assured is privy to it.

#### 2. AGE LIMITATION

Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed:

2.1 bulk or combination carriers over 10 years of age;

2.2 other vessels over 15 years of age unless they :

2.2.1 have been used for the carriage of "general cargo" on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age,

or

2.2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### 3. CRAFT CLAUSE

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

#### 4. NATIONAL FLAG SOCIETY

A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country. For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

### SUBROGATION CLAUSE

Insurer shall be entitled to, and shall where it is reasonable to do so, subrogate all losses and seek recourse from a party at fault. Insurer waives right of subrogation against the Assured. Insurer to hold the Assured harmless and indemnify the Assured for any and all losses howsoever and whatsoever as a result of any subrogated action or exercise of any subrogated right by Insurers, including legal costs.

### "EXCLUSION OF RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO CHEMICAL AND ELECTROMAGNET IC WEAPONS, AND EXCLUSION OF ABANDONMENT FOR RADIOACTIVE GOODS"

**For use only with the Cargo Insurance Policy of Antwerp dd. 20 April 2004.**

**Clause of the Royal Belgian Association of Marine Insurers dd. 27 May 2004.**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

This clause shall be paramount and shall override anything contained in the law and/or in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - 1.5 any chemical, biological, bio-chemical or electromagnetic weapon.
2. This insurance is always free from abandonment for all radioactive goods even if they became radioactive after inception of the risks.

**SIMPLE DENTING AND SCRATCHING EXCLUDED**

Simple or superficial light denting and scratching which is to be expected when handling a yacht/boat as cargo/transporting the subject matter insured and which will never be fully avoided is not an insured peril covered under this policy.

**PROCESS EXCLUSION CLAUSE**

Subject always to the other terms and conditions of the policy, this insurance excludes physical loss or damage to the subject matter insured whilst the subject matter insured is being processed manufactured tested or otherwise worked upon. Notwithstanding the above, whilst the subject matter insured is being processed manufactured tested or otherwise worked upon, this insurance covers physical loss or damage to the subject matter insured proximately caused by the peril(s) of fire lightning explosion aircraft flood windstorm earthquake or theft, subject always to the limits and retentions elsewhere in the policy.

JC2019-005 29 July 2019

**“WAR RISKS FOR THE CARRIAGE OF CARGO BY SEA”**

**For use only with the Cargo Insurance Policy of Antwerp dd. 20 April 2004**

**Clause of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

**RISKS COVERED**

- 1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, this insurance expressly covers, without deductible, loss of or damage to the subject-matter insured caused by :
  - 1.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, 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 other war risks as defined in the Belgian Law or in the Cargo Insurance Policy of Antwerp dd. 20 April 2004.
- 2. This insurance also covers general average contribution and salvage charges incurred for the purpose of avoiding or in connection with the avoidance of a loss resulting from a risk covered by this clause, when they are payable according to Belgian Law, the York-Antwerp Rules, the provisions of the contract of affreightment or according to the governing law and practice;

**EXCLUSIONS**

- 3. This insurance excludes :
  - 3.1 any claim based upon loss of or frustration of the insured voyage;
  - 3.2 any loss, damage or expense in respect of the risks mentioned in the latest current clause of the Belgian Association of Marine Insurers : “Exclusion of Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons, and Exclusion of Abandonment for Radioactive Goods”;
  - 3.3 any loss, damage or expense resulting from inherent vice or nature of the subject-matter insured.
- 4. Except in the event of capture, seizure, arrest, restraint of detainment and in the cases provided for in article 2, this insurance covers only the physical damages to the subject-matter insured. This insurance excludes more particularly :

- 4.1 costs of warehousing and/or other costs of storage;
- 4.2 any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom;
- 4.3 any loss or damage resulting from prohibition of import or of export.

#### ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

- 5. The provisions of articles 12 and 13 of the Cargo Insurance Policy of Antwerp of 20 April 2004 are applicable, meanwhile abandonment can only be accepted in the sole cases of material damages and/or losses for at least  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause.

#### DURATION OF RISKS

- 6. War risks are covered as provided for hereafter :
  - 6.1 Direct voyage without transshipment
    - 6.1.1 This insurance attaches as and when the subject-matter insured or part thereof is loaded on the overseas vessel for the purpose of the insured voyage;
    - 6.1.2 and terminates as and when the subject-matter insured or part thereof is discharged from the overseas vessel at the final port or place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the overseas vessel at the final port or place of discharge.
  - 6.2 Continuation of voyage without transshipment  
Nevertheless, subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated,
    - 6.2.1 this insurance reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the overseas vessel sails there from;
    - 6.2.2 and terminates as and when the subject-matter insured or part thereof is discharged from the overseas vessel at the final or substituted port or place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the overseas vessel at the final or substituted port or place of discharge.
  - 6.3 with transshipment Voyage
    - 6.3.1 If during the insured voyage the overseas vessel arrives at an intermediary port or place in view of on-carriage of the subject-matter insured by overseas vessel or by aircraft, or the subject-matter insured is discharged at a port or place of refuge, then, in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance continues until the expiry of 15 days counting from midnight, local time, of the day of arrival of the overseas vessel at such intermediary place or port of refuge. In such a case the insurance reattaches as and when the subject-matter insured or part thereof is reloaded for on-carriage on board an overseas vessel or aircraft.
    - 6.3.2 During the above-mentioned period of 15 days, this insurance remains in force after discharge, but only whilst the subject-matter insured is at such intermediate port or place.
    - 6.3.3 If the subject-matter insured is on-carried within the said period of 15 days or if this insurance reattaches as provided for in article 6.3.1., and
      - where the on-carriage is by overseas vessel, this insurance is effected subject to the provisions of this clause;
      - where the on-carriage is by aircraft, this insurance is effected subject to the provisions of the current 'War Risks for the Carriage of Cargo by Air' clause, which shall be deemed to form part of this clause.
  - 6.4 Substituted place of discharge-- on-carriage to original port or place of discharge or other destination
    - 6.4.1 If the voyage is terminated at a port or place of discharge other than that foreseen, such port or place shall be deemed the final port or place of discharge and the insurance terminates in accordance with article 6.1.2.
    - 6.4.2 However if the subject-matter insured is subsequently reshipped to the original place of discharge or any other destination, then, provided notice is

given to the insurers as soon as the assured becomes aware thereof, and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance reattaches :

- in the case of the subject-matter insured having been discharged, as and when the subject-matter insured or part thereof is reloaded for on-carriage on an oversea vessel;
- in the case of the subject-matter insured not having been discharged, when the vessel sails from the port or deemed final port or place of discharge.

6.4.3 Thereafter the insurance terminates in accordance with article 6.1.2.

#### 6.5 Inland craft

The insurance against the risks of mines or derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof, is on an inland craft, whilst in transit to or from an oversea vessel, but not beyond the expiry of 60 days counting from midnight, local time, of the day of discharge from the oversea vessel, unless otherwise specially agreed by the insurers.

6.6 Deviation or variation of the voyage by the carrier Subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force during any deviation or any variation of the voyage arising from the exercise of a liberty granted to the shipowner or the charterer of the vessel under the contract of affreightment.

#### 6.7 Variation of the voyage by the assured

Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, the insurance shall remain in force at conditions to be agreed for any variation of the voyage arising out of a decision taken by the assured.

#### 6.8 Arrival

For the purpose of article 6 "arrival" shall be deemed to mean when the oversea vessel is anchored, moored or otherwise secured at a berth or other place located within the harbour authority area. If such a berth or place is not available, "arrival" is deemed to have occurred when the oversea vessel first anchors or otherwise secures either at or off the intended port or place of discharge.

### FINAL PROVISIONS

7. Notwithstanding article 204 of the Belgian Code of Trade, Book II, this insurance shall not cover ordinary risks.
8. Any dispute arising between the assured and the insurers shall be settled in accordance with the provisions of the Cargo Insurance Policy of Antwerp dd. 20 April 2004, this insurance being subject in all respects to the governing Belgian law.

### **"WAR RISKS FOR THE CARRIAGE OF CARGO BY AIR"**

**For use only with the Cargo Insurance Policy of Antwerp dd. 20 April 2004**

**Clause of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

### RISKS COVERED

1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, this insurance expressly covers, without deductible, loss of or damage to the subject-matter insured caused by :
  - 1.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, 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 other war risks as defined in the Belgian Law or in the Cargo Insurance Policy of Antwerp dd. 20 April 2004.

### EXCLUSIONS

2. This insurance excludes :
  - 2.1 any claim based upon loss of or frustration of the insured voyage;

- 2.2 any loss, damage or expense in respect of the risks mentioned in the latest current clause of the Belgian Association of Marine Insurers : “Exclusion of Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons, and Exclusion of Abandonment for Radioactive Goods”.
3. This insurance covers only the physical damages to the subject-matter insured. This insurance excludes more particularly :
- costs of warehousing and/or other costs of storage;
  - any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting there from;
  - any loss or damage resulting from prohibition of import or of export.

#### ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

4. The provisions of articles 12 and 13 of the Cargo Insurance Policy of Antwerp of 20 April 2004 are applicable, meanwhile abandonment can only be accepted in the sole cases of material damages and/or losses for at least  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause.

#### DURATION OF RISKS

5. War risks are covered as provided for hereafter :
- 5.1 Direct voyage without transshipment
- 5.1.1 This insurance attaches as and when the subject-matter insured or part thereof is loaded on the aircraft for the purpose of the insured voyage;
- 5.1.2 and terminates as and when the subject-matter insured or part thereof is discharged from the aircraft at the final place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the aircraft at the final place of discharge.
- 5.2 Continuation of voyage without transshipment.  
Nevertheless, subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated,
- 5.2.1 this insurance reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs there from;
- 5.2.2 and terminates as and when the subject-matter insured or part thereof is discharged from the aircraft at the final or substituted place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the aircraft at the final or substituted place of discharge.
- 5.3 with transshipment Voyage
- 5.3.1 If during the insured voyage the aircraft arrives at an intermediary place in view of on-carriage of the subject-matter insured by oversea vessel or by aircraft, then, in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance continues until the expiry of 15 days counting from midnight, local time, of the day of arrival of the aircraft at such intermediary place. In such a case the insurance reattaches as and when the subject-matter insured or part thereof is reloaded for on-carriage on board an aircraft or oversea vessel.
- 5.3.2 During the above-mentioned period of 15 days, this insurance remains in force after discharge, but only whilst the subject-matter insured is at such intermediate place.
- 5.3.3 If the subject-matter insured is on-carried within the said period of 15 days or if this insurance reattaches as provided in article 5.3.1., and
- where the on-carriage is by aircraft, this insurance is effected subject to the provisions of this clause;
  - where the on-carriage is by oversea vessel, this insurance is effected subject to the provisions of the current “War Risks for the Carriage of Cargo by Sea” Clause, which shall be deemed to form part of this clause.
- 5.4 Substituted place of discharge -- on-carriage to original place of discharge or other destination
- 5.4.1 If the voyage is terminated at a place of discharge other than that foreseen, such place shall be deemed the final place of discharge and the insurance terminates in accordance with article 5.1.2.

5.4.2 However if the subject-matter insured is subsequently reshipped to the original place of discharge or any other destination, then, provided notice is given to the insurers as soon as the assured becomes aware thereof, and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance reattaches :

- in the case of the subject-matter insured having been discharged, as and when the subject-matter insured or part thereof is reloaded for on-carriage on an aircraft;
- in the case of the subject-matter insured not having been discharged, when the aircraft departs from the deemed final place of discharge.

5.4.3 Thereafter the insurance terminates in accordance with article 5.1.2.

5.5 Deviation or variation of the voyage by the air carrier Subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force during any deviation or any variation of the voyage arising from the exercise of a liberty granted to the carrier under the contract of air carriage.

5.6 Variation of the voyage by the assured Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, the insurance shall remain in force at conditions to be agreed for any variation of the voyage arising out of a decision taken by the assured.

#### FINAL PROVISIONS

6. Notwithstanding article 204 of the Belgian Code of Trade, Book II, this insurance shall not cover ordinary risks.
7. Any dispute arising between the assured and the insurers shall be settled in accordance with the provisions of the Cargo Insurance Policy of Antwerp dd. 20 April 2004, this insurance being subject in all respects to the governing Belgian law.

#### **“WAR RISKS FOR THE CARRIAGE OF CARGO BY POST”**

**For use only with the Cargo Insurance Policy of Antwerp dd. 20 April 2004**

**Clause of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

#### RISKS COVERED

1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, this insurance expressly covers, without deductible, loss of or damage to the subject-matter insured caused by :
  - 1.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, 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 other war risks as defined in the Belgian Law or in the Cargo Insurance Policy of Antwerp dd. 20 April 2004.
2. This insurance also covers for the marine part of the voyage : the general average contribution and salvage charges incurred for the purpose of avoiding or in connection with the avoidance of a loss resulting from a risk covered by this clause, when they are payable according to Belgian Law, the York-Antwerp Rules, the provisions of the contract of affreightment or according to the relevant governing law and practice;

#### EXCLUSIONS

3. This insurance excludes :
  - 3.1 any claim based upon loss of or frustration of the insured voyage;
  - 3.2 any loss, damage or expense in respect of the risks mentioned in the latest current clause of the Belgian Association of Marine Insurers : “Exclusion of Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons, and Exclusion of Abandonment for Radioactive Goods”;
  - 3.3 any loss, damage or expense resulting from inherent vice or nature of the subject-matter insured.

4. Except in the event of capture, seizure, arrest, restraint of detainment and in the cases provided for in article 2, this insurance covers only the physical damages to the subject-matter insured.

This insurance excludes more particularly :

- 4.1 costs of warehousing and/or other costs of storage;
- 4.2 any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom;
- 4.3 any loss or damage resulting from prohibition of import or of export.

#### ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

5. The provisions of articles 12 and 13 of the Cargo Insurance Policy of Antwerp of 20 April 2004 are applicable, meanwhile abandonment can only be accepted in the sole cases of material damages and/or losses for at least  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause.

#### DURATION OF RISKS

6. This insurance attaches from the time the subject-matter insured leaves the warehouse or place of storage where the insured transit commences and continues till arrival at the address as indicated on the postal parcel.

#### FINAL PROVISIONS

7. Notwithstanding article 204 of the Belgian Code of Trade, Book II, this insurance shall not cover ordinary risks.
8. Any dispute arising between the assured and the insurers shall be settled in accordance with the provisions of the Cargo Insurance Policy of Antwerp dd. 20 April 2004, this insurance being subject in all respects to the governing Belgian law.

#### “STRIKES AND RIOTS RISKS”

#### **For use only with the Cargo Insurance Policy of Antwerp dd. 20 April 2004**

#### **Clause of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

#### RISKS COVERED

1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, but subject to the exclusions under article 2 below, this insurance covers, without franchise, loss of or damage to the subject-matter insured directly caused by :
  - strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances;
  - any terrorist or any other person acting from a political motive.

#### EXCLUSIONS

2. Notwithstanding any legal or contractual arrangements however without any derogation to the exclusions as provided for in the particular and general conditions of this policy (except the exclusions, which are covered under this clause), this insurance shall in no case cover loss damage liability and/or expenses :
  - caused by any of the events mentioned in article 11.2.5.1 of the Cargo Insurance Policy of Antwerp dd. 20 April 2004 ;
  - arising from inherent vice or nature of the subject-matter insured, unless the loss and/or damage is a direct consequence of a risk mentioned in article 1;
  - in respect of the risks mentioned in the latest current clause of the Belgian Association of Marine Insurers : “Exclusion of Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons, and Exclusion of Abandonment for Radioactive Goods”.
3. This insurance only covers physical loss of and/or damage to the subject-matter insured. This insurance excludes amongst other :
  - warehousing expenses and other storage expenses;
  - any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom, except in respect of expenses arising from delay and admitted as general average expenses as per the York-Antwerp Rules in force at the moment the loss or damage occurs;

- any loss or damage arising from import or export prohibition.

#### ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

4. The provisions of articles 12 and 13 of the Cargo Insurance Policy of Antwerp of 20 April 2004 are applicable, meanwhile abandonment can only be accepted in the sole cases of material damages and/or losses for at least  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause.

#### DURATION OF RISKS

- 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse where the insured transit commences and continues while the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate :
- 5.1.1 either as per the stipulations mentioned in the Policy,
  - 5.1.2 or on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
  - 5.1.3 or on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,
  - 5.1.4 or in the respect of marine transits, on the expiry of 60 days counting from midnight, local time, of the day of completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
  - 5.1.5 or in respect of air transits, on the expiry of 30 days counting from midnight, local time, of the day of completion of unloading of the subject-matter insured from the aircraft at the final airport of discharge.
- whichever shall first occur.

#### 5.2 Extension of the duration of the risks

The extension of the duration of the risks as mentioned in item 5.1 :

- 5.2.1 will not be granted in respect of cover for loss of or damage to the subject-matter insured caused by any terrorist or any other person acting from a political motive;
- 5.2.2 in respect of cover for loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances, must be requested from the insurers either at the time the risk is accepted, or prior to expiry of these periods of respectively 60 or 30 days.

#### 5.3 Deviation or change of the voyage by the carrier

If the transit is terminated at a port or place other than that named in the policy, due to the exercise by the carrier of a liberty granted under the contract of carriage, and subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or arbitrated, this insurance shall remain in force until the subject-matter insured is sold and delivered at the place of discharge, however subject to the provisions of the abovementioned items 5.1 and 5.2.

If the subject-matter insured is not sold, but is reforwarded to the destination named in the policy or to any other place, this insurance shall remain in force until its arrival in the warehouse at final destination, however subject to the provisions of the abovementioned items 5.1 and 5.2.

#### 5.4 Change of the voyage by the assured

Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force at conditions to be agreed, for any change of the voyage arising out of a decision taken by the assured, however subject to the provisions of the abovementioned items 5.1 and 5.2.

#### FINAL PROVISIONS

6. Any dispute arising between the assured and the insurers shall be settled in accordance with the provisions of the Cargo Insurance Policy of Antwerp dd. 20 April 2004; this cover is subject to Belgian Law.

### Risks

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

### General Average

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

### **EXCLUSIONS**

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

### **DURATION**

#### Transit Clause

5.
  - 5.1 This insurance

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

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### Change of Voyage

6.

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

6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

### **CLAIMS**

#### Insurable Interest

8.

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

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

#### Increased Value

9.

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

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

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

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

### **BENEFIT OF INSURANCE**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

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

### **MINIMISING LOSSES**

#### Duty of Assured

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

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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 dispatch in all circumstances within their control.

**LAW AND PRACTICE**

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

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

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**CL385**

**1 January 2009**

*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.*

**INSTITUTE  
STRIKES  
CLAUSES  
(CARGO)**

**(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)**

**RISKS COVERED**

Risks

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

General Average

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

**EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 4.
- 4.1 In no case shall this insurance cover loss damage or expense arising from
    - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## **DURATION**

### Transit Clause

- 5.
- 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the 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 overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge, whichever shall first occur.
  - 5.2 If, after discharge overseaside from the overseaside vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a

destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

#### Termination of Contract of Carriage

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

#### Change of Voyage

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

### **CLAIMS**

#### Insurable Interest

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

#### Increased Value

- 9.
- 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**
- The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured. In the event of

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

#### **BENEFIT OF INSURANCE**

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

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

#### **MINIMISING LOSSES**

##### Duty of Assured

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

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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 dispatch in all circumstances within their control.

#### **LAW AND PRACTICE**

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

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

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**CL386**

**1 January 2009**

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

**10/11/2003  
INSTITUTE  
RADIOACTIVE  
CONTAMINATION,  
CHEMICAL,  
BIOLOGICAL,  
BIOCHEMICAL and  
ELECTROMAGNETIC  
WEAPONS  
EXCLUSION  
CLAUSE**

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

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

**INSTITUTE CARGO  
CLAUSES (A)**

**RISKS COVERED**

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

**EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject- matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.
  - 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment (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 organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

8.
  - 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
    - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
    - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
    - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
    - 8.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge, whichever shall first occur.
  - 8.2 If, after discharge overseaside from the overseaside vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to

8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

#### Termination of Contract of Carriage

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

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

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

#### Change of Voyage

10.

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

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

### **CLAIMS**

#### Insurable Interest

11.

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

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

#### Forwarding Charges

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

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

#### Constructive Total Loss

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

#### Increased Value

14.

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

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

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

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

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

### **BENEFIT OF INSURANCE**

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

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

### **MINIMISING LOSSES**

#### Duty of Assured

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

16.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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 dispatch in all circumstances within their control.

### **LAW AND PRACTICE**

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

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

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**1 January 2009**

**CL382**

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

#### General Average

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

#### "Both to Blame Collision Clause"

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

### **EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. **5.**
  - 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy

- to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

- 8.
- 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 8.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during

delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

#### Termination of Contract of Carriage

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

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

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

#### Change of Voyage

10.10.

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 minimizing 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 dispatch in all circumstances within their control.

## **LAW AND PRACTICE**

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

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

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**1 January 2009**

**CL383**

## **INSTITUTE CARGO CLAUSES (C)**

## **RISKS COVERED**

### Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,

- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
  - 1.1.1 fire or explosion
  - 1.1.2 vessel or craft being stranded grounded sunk or capsized
  - 1.1.3 overturning or derailment of land conveyance

- 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
- 1.1.5 discharge of cargo at a port of distress,
- 1.2 loss of or damage to the subject-matter insured caused by
  - 1.2.1 general average sacrifice
  - 1.2.2 jettison.

General Average

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

"Both to Blame Collision Clause"

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

**EXCLUSIONS**

- 4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 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 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
  - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5.
  - 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
  - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

8.
  - 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
    - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
    - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
    - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
    - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
 whichever shall first occur.
  - 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
  - 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, re-shipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

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

*insurance shall remain in force, subject to an additional premium if required by the Insurers, either*

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

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

#### Change of Voyage

10.

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

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

### **CLAIMS**

#### Insurable Interest

11.

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

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

#### Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured. This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

#### Constructive Total Loss

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

#### Increased Value

14.

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

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

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

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the

Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.  
In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

#### **BENEFIT OF INSURANCE**

15. This insurance

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

#### **MINIMISING LOSSES**

##### Duty of Assured

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

- 16.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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 dispatch in all circumstances within their control.

#### **LAW AND PRACTICE**

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

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

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**1 January 2009  
CL384**

#### **EXCLUSION OF CYBER ATTACK**

**Clause of the Royal Belgian Association of Marine Insurers dd. 19 May 2020**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

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

shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**CLAUSE  
“ABANDONMENT &  
PIRACY”**

**Clause No. CE103 of the Royal Belgian Association of Transport Insurers dated November 29th , 2012**

*Free and non-committal translation – in case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

By derogation of all conflicting contractual and/or legal stipulations, the abandonment in the event of capture by pirates or piracy can only be invoked after 18 months counting from the date on which the Assured had knowledge hereof.

In case of settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers and if the Assured is put in possession of the insured goods and objects, the Assured commits himself to the reimbursement of the indemnity received, limited however to the residual value of the goods and objects calculated according to the policy conditions and after deduction of all expenses reasonably incurred by the Assured and with Insurers' agreement in order to preserve the insured goods and objects at risk.

By derogation of all conflicting contractual and/or legal stipulations, the settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers is subject to the Insurers' right to demand a security from the Assured, prior to proceeding with the settlement in total loss, this in order to guarantee the Assured's obligation to reimburse. Neither interests nor bank charges will be taken into consideration.

**SANCTION  
LIMITATION AND  
EXCLUSION  
CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**JOINT SANCTION  
CLAUSE**

**Clause of the Royal Belgian Association of Marine insurers dd. 31, March 2011**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

The cover provided by the current insurance contract remains always subject to stipulations of mandatory law issued by national, international or supranational authorities and with a direct effect on insurance services and by which sanctions, restrictions or prohibitions are being imposed.

**CLAUSE  
GEOGRAPHICAL  
SCOPE**

**Clause of the Royal Belgian Association of Marine Insurers dd. 30 June 2020**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

Notwithstanding any provision to the contrary contained in this contract of insurance, the conventional geographical cover is limited by sanctions regulations, restrictions or prohibitions bearing on the insured goods, objects and persons as imposed by the competent national, international and supranational authorities.

**EXCLUSION OF  
INFECTIOUS  
DISEASE**

**Clause of the Royal Belgian Association of Marine Insurers dd. 22 October 2020**

*Free and non-committal translation*

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

This insurance does not cover any damage, loss, expenses or liability of insured caused by a human infectious disease, which has been declared as an epidemic by a government, competent local authority or any other body with the same authority, or proclaimed as a pandemic or characterized as a pandemic by the World Health Organization (WHO).

**TERMINATION OF  
TRANSIT CLAUSE  
(TERRORISM) 2009**

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

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

either

1.1 as per the transit clauses contained within the contract of insurance,

or

1.2 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,

1.3 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

1.4 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

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

**JC2009/056 1 January 2009**

**INSTITUTE CYBER  
ATTACK  
EXCLUSION  
CLAUSE**

**10 November 2003**

1.1. Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**Endorsement:**

*From 23 January 2024:*

*War, Strikes, Riots and Civil Commotion Perils covered under the Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) are cancelled in respect of shipments to, from or within the Red Sea, Gulf of Aden and Indian Ocean defined as:*

- *On the northwest, by the Red Sea, south of Latitude 18°N*
- *On the northeast, from the Yemen border at 16°38.5'N, 53°6.5'E to high seas point 14°55'N, 53°50'E*
- *On the east, by a line from high seas point 14°55'N, 53°50'E to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E*
- *And on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'E*
- *Excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.*

*Reinstatement terms and conditions can be discussed, POA.*

*All other clauses and conditions remain unchanged.*

**Orbis Risk Partners NV**  
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