
Chubb Marine Global Custom Made Policy No.003 (2 Main Policies and 33 Additional Risks)

- 1. Institute Cargo Clauses (A) 1/1/82**
- 2. Institute Cargo Clauses (Air) (excluding sendings by Post) 1/1/82**
3. Institute Strikes Clauses (Cargo) 1/1/82
4. Institute Strikes Clauses (Air Cargo) 1/1/82
5. Institute War Clauses (Cargo) 1/1/82
6. Institute War Clauses (Air) (excluding sendings by Post) 1/1/82
7. Institute Radioactive Contamination Chemical Biological Bio-Chemical and Electromagnetic Weapons Exclusion Clause
8. Institute Cyber Attack Exclusion Clause
9. Institute Replacement Clause
10. Insufficiency of Packing Clause
11. Loading and Unloading Clause
12. SANCTION LIMITATION AND EXCLUSION CLAUSE
13. Termination Of Transit Clause (Terrorism) 2009
14. Unattended Vehicle Exclusion Clause
15. Seller's Interest Contingency Clause
16. Buyer's Interest Contingency Clause
17. INSTITUTE WAR CANCELLATION CLAUSE (CARGO)
18. Debris Removal Clause(Up to a Maximum Of EUR5,000 Exceeding The Limit Established)
19. Institute Classification Clause
20. On Deck Shipment Clause
21. General Average and Salvage Charges Clause
22. Concealed Damaged Clause (Limit: 60 days)
23. Certificates of Insurance
24. Exhibition Risks Clause (30 days)

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25. Ferryboat Clause
 26. Closure of police authorities investigations Clause
 27. Extra Expenses Clause
 28. For inland road transit, warranted that any theft, burglary or robbery claim should be supported by police reports. (but not applicable to Non-Delivery)
 29. For inland transit, warranted that the insured goods should be carried by container truck &/or fully enclosed truck/train or truck with tarpaulin and sufficient lashing to withstand long distance transit
 30. Warranted that the signature on Receipt Forms and delivery with seals intact shall be deemed proof of safe delivery.
 31. In respect of shipments of Second-Hand, policy to exclude rust, oxidation and discoloration, scratching, marring, denting, chipping and pre-existing damages.
 32. Excluding Breakage absolutely
 33. Excluding Denting, Marring, Chipping and Scratching absolutely
 34. Excluding Rust, Oxidation and Discolouration absolutely
 35. Excluding Shortage/Pilferage absolutely

INSTITUTE CARGO CLAUSES (A)

(For Use Only With The New Marine Policy Form)

PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.

RISKS COVERED

- | | |
|--------------------------------|--|
| Risks Clause | 1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. |
| General Average Clause | 2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. |
| Both to Blame Collision Clause | 3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. |

EXCLUSIONS

- | | |
|---------------------------------|--|
| <u>General Exclusion</u> | <u>4. In no case shall this insurance cover</u> |
| <u>Clause</u> | <p><u>4.1 Loss, damage or expense attributable to wilful misconduct of the Assured.</u></p> <p><u>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.</u></p> <p><u>4.3 Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</u></p> <p><u>4.4 Loss, damage or expense caused by inherent vice or nature of</u></p> |

the subject-matter insured.

- 4.5 Loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)**
- 4.6 Loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel**
- 4.7 Loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

Unseaworthiness and Unfitness

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

Exclusion Clause

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or lift van from the safe carriage of the subject-matter insured,

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

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

War Exclusion Clause

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

- 6.1 War, civil war,, revolution, rebellion, insurrection, or civil strike 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.**

**Strikes Exclusion
Clause**

- 7. In no case shall this insurance cover loss, damage or expense**
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions**
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions**
- 7.3 caused by any terrorist or any person acting from a political motive.**

DURATION

Transit Clause

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

liberty granted to shipowners or charterers under the contract or affreightment.

**Termination of
Contract of
Carriage Clause**

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

- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or**
- 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.**

**Change of
Voyage Clause**

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

CLAIMS

**Insurable
Interest Clause**

- 11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.**
- 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance were concluded, unless the Assured were aware of the loss and the Underwriters were not.**

**Forwarding
Charges Clause**

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and

shall not include charges arising from the fault, negligence, insolvency or financial default of the Assured or their servants.

Constructive
Total Loss
Clause

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

Increased Value
Clause

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

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

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

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

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

BENEFIT OF INSURANCE

Not to
Inure Clause

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

MINIMISING LOSSES

Duty of
Assured Clause

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

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

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

English Law 19. This insurance is subject to English law and practice.
and Practice
Clause

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 of such cover is dependent upon compliance with this obligation.

Institute Cargo Clauses (Air)(excluding sendings by Post)

(For Use Only With The New Marine Policy Form)

PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.

RISKS COVERED

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

EXCLUSIONS

General
Exclusion
Clause

- 2. In no case shall this insurance cover**
- 2.1 loss, damage or expense attributable to wilful misconduct of the Assured.**
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.**
- 2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)**
- 2.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured.**
- 2.5 loss, damage or expense arising from unfitness of aircraft conveyance container or lift van for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein**
- 2.6 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against**
- 2.7 loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the**

aircraft

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

**War
Exclusion
Clause**

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

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

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

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

**Strikes
Exclusion
Clause**

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

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

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

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

DURATION

Transit Clause

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

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

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

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

5.1.2.2 for allocation or distribution,

or

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

whichever shall first occur.

5.2 If, after unloading from the aircraft at the final place, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

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

Termination of
Contract of
Carriage Clause

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

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

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

Change of
Voyage Clause

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

CLAIMS

Insurable
Interest Clause

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

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that

the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

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

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

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

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

- 11.2 **Where this insurance is on Increased Value the following clause shall apply:**

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

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

BENEFIT OF INSURANCE

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

Inure Clause

MINIMISING LOSSES

Duty of 13 It is the duty of the Assured and their servants and agents in respect of loss
Assured Clause recoverable hereunder

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

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

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

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

AVOIDANCE OF DELAY

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

Clause

LAW AND PRACTICE

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

and Practice

Clause

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 of such cover is dependent upon compliance with this obligation.



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DRAFT

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

1/1/82

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

1 This insurance covers, except as provided in 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 terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from 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 (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)**
- 3.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured**
- 3.5 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)**
- 3.6 loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel**
- 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 arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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

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

DURATION

5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

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

5.1.2.2 for allocation or distribution

Or

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

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

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

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in

Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either*

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

or

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

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

CLAIMS

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

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

- 9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

- 11.1 to take such measures as may be reasonable for the purpose of averting or

minimising such loss, and

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14 This insurance is subject to English law and practice.

NOTE:- 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 (AIR CARGO)

RISKS COVERED

- 1 This insurance covers, **except as** provided in Clause 2 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 terrorist or any person acting from a political motive.

EXCLUSIONS

- 2 **In no case shall this insurance cover**
- 2.1 **loss, damage or expense attributable to wilful misconduct of the Assured**
 - 2.2 **ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured**
 - 2.3 **loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)**
 - 2.4 **loss, damage or expense caused by inherent vice or nature of the subject-matter insured**
 - 2.5 **loss, damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein**
 - 2.6 **loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against**

2.7 loss, damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 loss, damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

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

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

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

DURATION

3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

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

3.1.2.2 for allocation or distribution

or

3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge

whichever shall first occur

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

3.3 This insurance shall remain in force(subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

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

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

or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3

above.

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

CLAIMS

- 6 6.1 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.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 7 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

- 7.2 **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears 10 such total amount insured.

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

BENEFIT OF INSURANCE

- 8 This insurance shall not inure to the benefit of the carrier or other bailee;

MINIMISING LOSSES

- 9 It is the duty of the Assured and their servants agents **in** respect of loss recoverable hereunder

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

and

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in 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 Clause

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

EXCLUSIONS

General Exclusions Clause

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 (for the

purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

- 3.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured**
- 3.5 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)**
- 3.6 loss, damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel**
- 3.7 any claim based upon loss of or frustration of the voyage or adventure**
- 3.8 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

Unseaworthiness And Unfitness Clause

- 4. 4.1 In no case shall this insurance cover loss, damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.**

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

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 overseas 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 overseas vessel at the final place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
- whichever shall first occur;
- nevertheless,
- subject to prompt notice to the Underwriters 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 transit the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then subject to 5.3 below and to an additional premium if

required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

- 5.2.1 where the on-carriage is by overseas vessel this insurance continues subject to the terms of these clauses,
- or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this 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 to be the final port of discharge and such 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 Underwriters before the commencement of such further transit and subject to an additional premium*, such 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 place of discharge;
- thereafter such insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Underwriters.

5.5 *Subject to prompt notice to Underwriters, 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 shipowners or charterers under the contract of affreightment.

(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 Clause

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

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

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

Increased Value Clause

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

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

- 9.2 **Where this insurance is on Increased Value the following clause shall apply:**

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

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

BENEFIT OF INSURANCE

Not to Inure Clause

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

MINIMISING LOSSES

Duty of Assured Clause

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

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

and

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law & Practice Clause

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

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

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INSTITUTE WAR CLAUSES (AIR CARGO)

(EXCLUDING SENDINGS BY POST)

Risks Clause

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 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 Exclusions Clause

EXCLUSIONS

2. In no case shall this insurance cover

2.1 loss, damage or expense attributable to wilful misconduct of the Assured

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

2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

-
- 2.5 loss, damage or expense arising from unfitness or aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein**
- 2.6 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against**
- 2.7 loss, damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft**
- 2.8 any claim based upon loss of or frustration of the voyage or adventure**
- 2.9 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.**

DURATION

Transit Clause

3. 3.1 This insurance

- 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured**
- and**
- 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge**
- or**
- on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,**
- whichever shall first occur;**

nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance.

3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,

and

3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,

whichever shall first occur.

3.2 If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2

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

or

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

- 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.
- 3.4 *Subject to prompt notice to Underwriters, 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 the air carrier under the contract of carriage.

(For the purpose of Clause 3)

“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 Transit Clause

4. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.*
5. **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

Insurable Interest Clause

6. 6.1 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.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

Increased Value Clause

7. 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

Not to Inure Clause

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

MINIMISING LOSSES

Duty of Assured Clause

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

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

and

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law & Practice Clause

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

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

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

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 Cyber Attack Exclusion Clause

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 therefrom, 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.

INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.

INSUFFICIENCY OF PACKING CLAUSE

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the insured goods and/or merchandise and/or property, the Insurer(s) hereby agrees that it will not assert such alleged insufficiency or unsuitability as a defence against the claim where the packing or preparation was carried out by a party other than the insured and the insufficiency or unsuitability arose entirely without the insured's privity or knowledge

For the purpose of this Clause, "packing" shall be deemed to include stowage in a container, trailer or rail car.

Loading and Unloading Clause

Including loss of or damage to the subject-matter during loading prior to dispatch and unloading after arrival at the Insured's or Consignees premises, and in the case of Containers, during the stuffing and destuffing thereof.

Consignments for which the Insured is only responsible up to Free on Board vessel &/or Free on Board Aircraft held covered until completion of loading on board vessel &/or aircraft.

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 People's Republic of China, European Union, United Kingdom or United States of America.

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TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

1 Notwithstanding any provision to the contrary contained in 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 overseas of the subject-matter insured from the overseas 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.

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Unattended Vehicle Exclusion Clause

Excluding any loss of or damage to the insured goods whilst the carrying conveyance and/or the goods insured are left unattended when transported by road vehicles unless the carrying vehicle is parked in a car park with 24-hours guarded for a short period of interval or a reasonable purpose provided that all doors, windows of the carrying vehicle must be properly closed with keys kept by the driver.

The Insured shall act as if the goods, which belong to or under the care, custody or control of the Insured, was not insured and take all reasonable measures to protect all the goods.

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Seller's Interest Contingency Clauses

1. To include all F.O.B., C & F and other sendings where insured is not responsible for placing marine insurance cover.
2. The goods described in this policy are insured against the risks SPECIFIED IN THE POLICY, however, this insurance covers SELLER'S INTEREST only. Claims in respect of loss or damage to the goods shall be payable hereunder only if and to the extent that the buyer fails to pay for such loss or damaged goods.
3. Additionally, this insurance is extended to cover the seller's interest in the goods, subject to the above conditions in the event of the buyer and/or consignees failing to take up the goods or the documents of title. Cover at such time to continue for up to 60 days from the time the insured first becomes aware of the situation (60 days to enable the insured to arrange delivery, disposal, on shipment, or return of the goods).
4. Periods in excess of 60 days held covered at Additional Premium to be agreed subject to prompt advice. Subsequent transits, following rearrangements by insured held covered at rates and conditions agreed by both parties.
5. Warranted that insured take all reasonable steps to hasten final delivery.
6. Warranted that insurers are advised immediately the insured becomes aware of any event which may fall as a claim under this insurance.
7. Warranted by the insured that the existence of this contingency insurance will not be revealed to the customer or to any other party interested in the consignment.
8. Underwriters to be subrogated to insured's rights against the buyer as well as other parties after underwriters pay indemnity to the insured.

-
9. Any assignment of this policy or of any interest or claim hereunder shall discharge Underwriters from all liability whatsoever.
10. Excluding any form of Financial Guarantee absolutely.
11. Excluding claims hereon by reason of Government action and/or regulations preventing transfer of currency.
12. This clause only to be used in conjunction with an insurance contract covering C.I.F. sendings declared hereunder.

Buyer's Interest Contingency Clause

This Policy extends to cover the goods described therein subject to cover conditions and against the risk specified, and this extension covers buyers interest only in respect of any shipment of goods purchased on a CIF (or similar) basis where the seller has undertaken to effect or who is responsible for effecting Marine and/or War & SRCC (Strikes Riots Civil Commotions) Risks cover on the said shipment and claims in respect of loss of or damage to the goods shall be payable hereunder only if and to the extent that the seller fails to fulfill his obligations to provide insurance or if the insurance provided fails to pay a claim recoverable under the terms of this Policy.

Any assignment of this Policy or of any interest or claims hereunder shall discharge the Insurer from all liability whatsoever.

When any claim is payable under this Policy the Company shall be surrogated to all rights of recovery hereunder including the right of recovery against the seller as well as against any other party after underwriters pay indemnity to the insured.

Warranted by the Insured that the existence of this contingent insurance will not be revealed to the seller or any other party interested in this consignment.

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1/12/82

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

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

Debris Removal Clause

It is hereby understood and agreed that subject to the operation of an Insured peril Underwriters will pay costs and expenses necessarily incurred by the Insured in connection with:

- (a) removal of debris;
- (b) dismantling &/or demolishing;
- (c) shoring up &/or propping;
- (d) the transfer of items, covered hereunder, from one conveyance to another in the event of an accident to the original conveyance which results in loss of or damage to such items which is recoverable hereunder.

Sub-limit of indemnity: Up to a Maximum Of EUR5,000 Exceeding The Limit Established



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This clause is subject otherwise to the terms, conditions, exclusion of this policy.

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Institute Classification Clause 01/01/2001

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
 - (1) a Member or Associate Member of the International Association of Classification Societies (IACS), or
 - (2) a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. **Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.**

AGE LIMITATION

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

Bulk or combination carriers over 10 years of age or

other vessels over 15 years of age unless they :

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

CRAFT CLAUSE

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

NATIONAL FLAG SOCIETY

4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

PROMPT NOTICE

5. Where this insurance requires the Insured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

LAW AND PRACTICE

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

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On Deck Shipment Clause

Notwithstanding any provision to the contrary in the Policy, it is agreed that shipments in containers are insured on or under deck subject to cover terms and conditions including jettison, washing and loss overboard when shipped by Purpose Built Cellular Container Vessel.

Shipments on deck with an under deck bill of lading are covered hereon on cover terms and conditions including jettison washing and loss overboard. Other on deck shipments held covered at rates to be agreed by the insurer.

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

General Average and Salvage Charges Clause

It is hereby agreed and confirmed that this insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of claims for general average contributions and salvage charges recoverable hereunder, the subject-matter Insured shall be deemed to be Insured for its full contributory value.

General average deposits shall be reimbursed on production of general average deposit receipts.

This clause is subject otherwise to the terms, conditions and exclusions of this Policy.

Concealed Damage Clause (Limit: 60 days)

In the event of delay in opening packages at the insured destination, any damage discovered upon opening which can reasonably be attributed to having occurred during the insured voyage shall be adjusted in accordance with all other provisions of this policy; provided that the delay in opening does not exceed Sixty days from the date of arrival at the insured destination.

It is a condition of this insurance that packages showing evidence of external damage at the time of arrival at insured destination are to be opened immediately and inspected for damage. Violation of this condition shall void the insurance provided by this clause.

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Certificates of Insurance

The Insurer agrees to arrange for the issue of Certificates of Insurance via the Chubb China Cargo Advantage systems & Partners iCargo processing system or otherwise as required and to bear the fee and cost thereof subject to the inclusion thereon of the following:-

The Institute Clauses incorporated herein are deemed to be those current at the time of commencement of the risk.

Exhibition Risks Clause (30 days)

This insurance is extended to include on cover conditions the insured property whilst in transit to and from exhibition &/or demonstration site and whilst the insured property remains on such premises during unpacking, assembly, awaiting and on exhibition, dismantling, repacking and lifting for removal from the exhibition site. **Subject to a limit any one exhibition as stated in the Policy schedule.**

Excluding credit cards, cheques, cash, bank notes, tickets, vouchers or similar. Notwithstanding anything contained herein to the contrary, this insurance excludes:

- 1. Wear, tear and gradual deterioration.**
- 2. Loss or damage arising from latent defect or arising from faulty assembly or construction.**
- 3. Loss or damage resulting directly from mechanical, electrical or manual operation of the insured property for demonstration or other purposes.**
- 4. Theft &/or pilferage from unattended exhibition stand.**

5. Theft &/or pilferage from unattended exhibition site unless following forcible or violent entry or exit to the premises.

Periods at exhibition site in excess of 30 days held covered on terms to be agreed.

Warranted repacked to not less than same standard as for outward journey and that repacking is supervised by a responsible official of the Insured.

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