

TRUST  
FORSIKRING & PENSION



**Forsikringsbetingelser**  
CARGO CLAUSES

### Indholdsfortegnelse

UDVIDEDE DANSKE BETINGELSER (2010).....	3
BETINGELSER FOR VARER OG VÆRKTØJ M.M. I EGNE BILER .....	6
BETINGELSER FOR Udstillingsforsikring .....	9
KLAUSUL FOR ATOMFORURENING SAMT KEMISKE, BIOLOGISKE, BIOKEMISKE ELLER ELEKTROMAGNETISKE VÅBEN .....	11
DANSKE STREJKE BETINGELSER – 2010 .....	12
KRIGSFORSIKRINGSBETINGELSER – 2010 .....	15
INSTITUTE CARGO CLAUSES (A) .....	18
INSTITUTE CARGO CLAUSES (AIR).....	23
INSTITUTE STRIKES CLAUSES (CARGO) .....	28
INSTITUTE STRIKES CLAUSES (AIR CARGO) .....	32
INSTITUTE WAR CLAUSES (CARGO) .....	36
INSTITUTE WAR CLAUSES (AIR CARGO) .....	41
INSTITUTE WAR CLAUSES (Sendings by Post).....	46
INSTITUTE CLASSIFICATION CLAUSE 01/01/2001 .....	48
TERMINATION OF TRANSIT CLAUSE (TERRORISM) 1/1/2009.....	49
INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTRO-MAGNETIC WEAPONS EXCLUSION CLAUSE, NO 370 DATED 10/11/2003 .....	50
INSTITUTE CYBER ATTACK EXCLUSION CLAUSE, NO 380 DATED 10/11/2003 .....	51
SANCTION LIMITATION AND EXCLUSION CLAUSE, JC2010/014.....	52

### UDVIDEDE DANSKE BETINGELSER (2010)

#### A. FORSIKRINGENS OMFANG

1. Forsikringen dækker fysisk skade på eller tab af de forsikrede genstande som følge af, at en ulykkelig hændelse rammer disse, dog med de undtagelser der følger af punkt 4, 5 og 6.
2. Forsikringen dækker bidrag til havari grosse samt bjærgeløn opgjort i henhold til gældende lov og praksis, dog med de undtagelser der følger af punkt 4, 5, og 6.
3. Forsikringen dækker særlige omkostninger som følger:
  - 3.1. Medfører en af forsikringen omfattet ulykkelig hændelse, at transporten afbrydes i eller på anden havn eller plads end det for forsikringen gældende bestemmelsessted, erstatter FORSIKRINGSSELSKABET rimelige omkostninger afholdt i forbindelse med videretransport til dette bestemmelsessted.
  - 3.2. FORSIKRINGSSELSKABET erstatter rimelige omkostninger, som den forsikrede har afholdt for at afværge eller begrænse skade i henhold til punkt 9.

#### B. FORSIKRINGENS UNDTAGELSER

4. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 4.1. At den forsikrede eller dennes ansatte ved handling eller unkladelse forsætlig har forårsaget forsikringsbegivenheden
  - 4.2. De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de normale påvirkninger under transporten.
  - 4.3. Sædvanligt svind
  - 4.4. Uegnet eller mangelfuld emballering eller forberedelse af de forsikrede genstande for at beskytte mod almindelige påvirkninger under transporten, når denne emballering eller forberedelse er foretaget af den forsikrede eller dennes ansatte, eller er foretaget før forsikringsdækningens begyndelse.
  - 4.5. Denne undtagelse gælder ikke, når emballeringen eller forberedelse er foretaget af selvstændig tredjemand.
  - 4.6. Uhensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel for at beskytte mod almindelige påvirkninger under transporten, medmindre stuvningen er udført af speditør, transportør, eller anden selvstændig tredjemand efter forsikringsdækningens begyndelse
  - 4.7. Forsinkelse, uanset årsag til denne
  - 4.8. Rederes, korresponderende rederes, befragteres eller operatørers insolvens eller betalingsmisligholdelse, hvis den forsikrede eller dennes ansatte på det tidspunkt, hvor lastningen påbegyndes, er vidende om eller burde være vidende om, at sådan insolvens eller misligholdelse af betalingsforpligtigelse kunne forhindre en normal gennemførelse af transporten.
  - 4.9. At skib eller fartøj er usødygtigt, eller skib, fartøj eller andet transportmiddel i øvrigt er uegnet til på forsvarlig måde at transportere de forsikrede genstande.
  - 4.10. Denne bestemmelse gælder kun, når den forsikrede eller dennes ansatte på det tidspunkt, hvor de forsikrede genstande lastes i transportmidlet, er vidende om, eller burde være vidende om sådan usødygtighed eller uegnethed.

- 4.11. At containere eller lignende transportindretninger er uegnede til på forsvarlig måde at transportere de forsikrede genstande.
  - 4.12. Denne bestemmelse gælder kun, hvor lastning i container eller transportindretning er foretaget før forsikringsdækningens begyndelse eller er foretaget af den forsikrede eller dennes ansatte, og disse på tidspunktet, hvor lastningen påbegyndes, er vidende om, eller burde være vidende om sådan uegnethed.
  - 4.13. Frigørelse af atomenergi, kernespaltning (fission) eller kernesammensmeltning (fusion).
  - 4.14. Denne bestemmelse gælder skader, tab eller omkostninger forårsaget af sådanne direkte eller indirekte hændelser.
5. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
- 5.1. krig eller krigslignende begivenheder samt miner, torpedoer og lignende, selv i fredstid
  - 5.2. oprør eller borgerlige uroligheder, hvorunder krigsvåben anvendes
  - 5.3. arrest, beslaglæggelse eller anden foranstaltning fra regeringer eller myndigheder.
6. Forsikringen dækker ikke skade, tab eller omkostninger
- 6.1. forvoldt af personer under deltagelse i strejke, lockout, andre uroligheder eller optøjer
  - 6.2. som følge af strejke, lockout, andre uroligheder eller optøjer
  - 6.3. forvoldt af personer, som handler ud fra politiske, ideologiske eller religiøse motiver.
  - 6.4. forvoldt ved terrorisme, udført af personer, som handler på vegne af eller i forbindelse med organisationer, som ved magt eller vold udfører aktiviteter rettet imod at styrte eller påvirke lovlige eller ikke-lovlige regeringer.

### C. FORSIKRINGSDÆKNINGEN BEGYNDELSE OG OPHØR

7. Forsikringsdækningen træder i kraft, når den forsikrede genstand løftes eller flyttes i bygning eller ved lager på det for forsikringen gældende afgangssted, og dette foregår direkte i forbindelse med læsning på eller i transportmidlet for umiddelbart herefter at påbegynde transporten.
- 7.1. Forsikringen dækker under transportens almindelige forløb og ophører i følgende situationer - hvad der først måtte indtræffe:
    - 7.1.1. når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i bygning eller ved lager på det for transportens gældende bestemmelsessted
    - 7.1.2. når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i anden bygning eller andet lager før eller på andet end det for transportens gældende bestemmelsessted, og som den forsikrede eller dennes ansatte vælger at benytte enten til oplagring, der ikke er et led i transportens almindelige forløb eller til distribution.
    - 7.1.3. når den forsikrede eller dennes ansatte vælger at benytte transportmidlet eller containere til oplagring, der ikke er et led i transportens almindelige forløb.
    - 7.1.4. Forsikringen ophører dog i alle tilfælde senest 60 dage efter, at den forsikrede genstand er losset fra det søgående skib i bestemmelseshavnen.
  - 7.2. Forsikringen dækker tillige under afvigelse fra transportens almindelig forløb, herunder usædvanligt ophold, omladninger samt forsendelse med andre transportmidler, men ophører som ovenfor anført. Det er dog en forudsætning, at FORSIKRINGSSKABET underrettes om sådan afvigelse umiddelbart efter, at den forsikrede eller dennes ansatte får kendskab hertil.

### D. TREDJEMANDS INTERESSE

8. Denne forsikring skal ikke gælde til fordel for transportører og/eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

### E. SKADEFORBEGYNDELSE OG -BEGRÆNSNING

9. I tilfælde af, at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre, som handler på den forsikredes vegne, forpligtet til:

9.1. at træffe rimelige foranstaltninger til at afværge eller begrænse skaden

og

9.2. at træffe nødvendige foranstaltninger til sikring og gennemførelse af krav overfor tredjemand, herunder transportører eller andre i hvis varetægt de forsikrede genstande er eller har været overladt.

Udover erstatningsberettiget skade erstatter FORSIKRINGSSELSKABET alle rimelig omkostninger ved udførelsen af disse pligter.

### F. RETABLERING

10. I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand erstatter FORSIKRINGSSELSKABET, inden for forsikringssummen for den pågældende genstand, enten omkostningerne ved den nødvendige reparation/rekonditionering eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

### G. RETSGRUNDLAG

11. For denne forsikring gælder i øvrigt Danske Søforsikring-Konvention af 2. april 1934.

---

01.01.2010

### BETINGELSER FOR VARER OG VÆRKTØJ M.M. I EGNE BILER

#### 1. Forsikrede genstande

- 1.1. Forsikringen dækker varer, værktøj, reservedele, materialer og teknisk udstyr mm.

#### 2. Definitioner

- 2.1. Der er følgende definitioner:

2.1.1. Varer

Defineres som varer, herunder også kollektions- og designprøver, der transporteres i forsikredes egne biler i forbindelse med udførelsen af dennes professionelle virke. Tredjemands varer der transporteres i forbindelse med kørsel mod betaling, kan ikke omfattes af forsikringen.

2.1.2. Værktøj samt reservedele og materialer

Defineres som værende de for forsikrede brancherelevante værktøjer, reservedele og materialer, herunder omfattes tillige AV udstyr, bærbare computere og printere, mobiltelefoner, digitalkameraer, samt arbejdstøj.

2.1.3. Teknisk udstyr

Defineres som avancerede elektroniske og eller mekaniske apparater, der benyttes af forsikrede i forbindelse med udførelsen af dennes professionelle virke.

#### 3. Forsikringens omfang

- 3.1. Forsikringen dækker fysisk skade på eller tab af de forsikrede genstande som følge af, at en ulykkelig hændelse rammer disse under pålæsning og transport samt under aflæsning og indbæring og ophold, dog med de undtagelser der følger af punkterne 10 og 11.

#### 4. Forsikringssummer

- 4.1. De i policen/certifikatet anførte maksimalsummer er udtrykt pr. køretøj. Forsikringen er etableret som førsterisikoforsikring og erstatningen kan således ikke overstige den i policen/certifikatet anførte maksimalsum (før fradrag af eventuel selvrisko).

#### 5. Forsikringsværdier

- 5.1. Solgte varer erstattes til salgspris. Andre genstande erstattes til genanskaffelsesværdien for tilsvarende genstande af samme type, stand og alder.

#### 6. Under parkering

- 6.1. Når forsikrede eller dennes ansatte ikke befinder sig i eller ved bilen dækkes tyveri eller hærværk, når det er en følge af opbrud af lukket (ikke med presenning) og aflåst bil med synlig beskadigelse af bilen til følge.
- 6.2. Opbrud uden synlig beskadigelse af bilen, dækkes såfremt opdirkning kan påvises og bekræftes af en uvildig ekspert.
- 6.3. Det skal tilstræbes, at bilen ikke parkeres på øde eller afsides liggende pladser.

### 7. Under opbevaring

- 7.1. Hos kunder eller på hoteller dækkes værktøj, varer og tekniske instrumenter m.m. (men ikke materialer eller andet som skal installeres). Denne dækning er begrænset til at omfatte brand, vandlednings-skade, eksplosion, ran samt indbrud i forsvarlig lukket og aflåst bygning eller lokale.
- 7.2. Såfremt de forsikrede genstande fjernes fra køretøjet og opbevares på privatadresse hos forsikredes ansatte, eller andre, der handler på vegne af forsikrede, holdes disse dækket på samme vilkår som beskrevet ovenfor.
- 7.3. Endvidere omfattes ophold i forsvarligt aflåst container/skurvogne hos kunder og/eller andre lokationer, hvor der udføres arbejde.

### 8. Natdækning

- 8.1. Det er en betingelse for dækning i tidsrummet 20.00 – 08.00 samt søn- og helligdage, at genstandene placeres i aflåst bagagerum eller således, at de ikke umiddelbart er synlige udefra.

### 9. Fordærlige varer

- 9.1. Temperaturskade er, uanset årsag, kun dækket under transport med mekanisk køling og kun iht. "Danske Køle-/Frysebetingelser" (mindst 24 timers sammenhængende nedbrud af kølemaskinen).

### 10. Forsikringens særlige undtagelser

- 10.1. Undtaget er tab eller beskadigelse som følge af:
  - 10.1.1. Montering, demontering og utilsigtet brug.
  - 10.1.2. Elektrisk eller mekanisk forstyrrelse uden påviseligt brud eller deformation af materialet.
  - 10.1.3. At genstande glemmes, tabes, forlægges eller bortkommer uforklarligt.
  - 10.1.4. Ridser, skrammer, tilsmudsning, slitage eller gradvis forringelse.
  - 10.1.5. Temperatur, fugt, vejrligets påvirkninger eller klimatiske forhold.
  - 10.1.6. Genfremstilling af database og programmer.
  - 10.1.7. Afsavn, driftstab eller andet indirekte tab, uanset årsag til dette.

### 11. Forsikringens generelle undtagelser

- 11.1. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 11.1.1. At den forsikrede eller dennes ansatte ved handling eller undladelse forsætlig har forårsaget forsikringsbegivenheden eller har ført bil under påvirkning af spiritus eller euforiserende stoffer.
  - 11.1.2. De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de normale påvirkninger under transportens almindelige forløb.
  - 11.1.3. Sædvanligt svind.
  - 11.1.4. Uegnet eller mangelfuld emballering, surring eller forberedelse af de forsikrede genstande for transport.
  - 11.1.5. Uhensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel.
  - 11.1.6. Forsinkelse, uanset årsag til denne.
  - 11.1.7. At transportmidlet er uegnet til på forsvarlig måde at transportere de forsikrede genstande.

11.1.8. Frigørelse af atomenergi, kernespaltning (fission) eller kernesammensmeltning (fusion) i forbindelse med atomvåbenekspllosioner eller atomprøveekspllosioner.

## 12. Skadeforebyggelse og -begrænsning

12.1. I tilfælde af, at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre, som handler på den forsikredes vegne, forpligtet til:

12.1.1. At træffe rimelige foranstaltninger til at afværge eller begrænse skaden og

12.1.2. At træffe nødvendige foranstaltninger til sikring og gennemførelse af krav overfor tredje- mand, i hvis varetægt de forsikrede genstande er eller har været overladt. Udover erstatningsberettiget skade erstatter FORSIKRINGSSELSKABET alle rimelige omkostninger ved udførelsen af disse pligter.

## 13. Retablering

13.1. I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand erstatter FORSIKRINGSSELSKABET, inden for forsikringssummen for den pågældende genstand, enten omkostningerne ved den nødvendige reparation/rekonditionering eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

## 14. I skadetilfælde

14.1. Skade skal straks anmeldes til FORSIKRINGSSELSKABET samt ved tyveri eller hærværk uden ophold til nærmeste politi.

14.2. Det er en betingelse for tyveri- og hærværksdækningen, at der foreligger kvittering for politianmeldelsen.

14.3. Stjålne genstande erstattes i det omfang at genstandene ikke er kommet til veje, i ubeskadiget stand, senest 4 uger efter skadebegivenheden.

## 15. Retsgrundlag

15.1. For denne forsikring gælder i øvrigt Danske Søforsikring-Konvention af 2. april 1934.

## BETINGELSER FOR UDSILLINGSFORSIKRING

### 1. Forsikringens omfang

- 1.1. Forsikringen dækker fysisk skade på eller tab af de forsikrede genstande som følge af, at en ulykkelig hændelse rammer disse, dog med de undtagelser der følger af punkt 4, 5 og 6.
- 1.2. Forsikringen omfatter transport fra afsendelsessted til udstillingstanden på udstillingssted. Opstilling, udstilling, nedtagning og returnering. Under transporterne gælder de i policen/certifikatet nævnte betingelser for transport. Under ophold dækkes i henhold til nedenstående.

### 2. Periode

- 2.1. Dækningsperioden på udstillingsstedet er indtil 30 dage efter aflæsning. For genstande, som ikke returneres, ophører dækningen, når disse fjernes fra standen.

### 3. Forsikringsværdien

- 3.1. Forsikringsværdien for salgsvare er salgsprisen. Forsikringsværdien for andre genstande er genskaffelsesværdien for tilsvarende genstand af samme type, stand og alder.

### 4. Forsikringens særlige undtagelser

- 4.1. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 4.1.1. Maskinskade og lign., dvs. fejl eller uheld under montering, afprøvning, utilsigtet brug og demontering af maskiner og apparater.
  - 4.1.2. Elektrisk eller mekanisk forstyrrelse uden påviseligt brud eller deformation af materialet.
  - 4.1.3. Ridser, skrammer og tilsmudsning.
  - 4.1.4. Temperatursvingninger, vejrligets påvirkning, herunder kondensvand.
  - 4.1.5. Værdiforringelse af udstillingsgenstande.
  - 4.1.6. At genstande glemmes, tapes, forlægges eller bortkommer uforklarligt.
  - 4.1.7. Genfremstilling af database og programmer.
  - 4.1.8. Afsavn, driftstab eller andet indirekte tab, uanset årsag til dette.

### 5. Forsikringens generelle undtagelser

- 5.1. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 5.1.1. At den forsikrede eller dennes ansatte ved handling eller undladelse forsætlig har forårsaget forsikringsbegivenheden eller har ført bil under påvirkning af spiritus eller euforiserende stoffer.
  - 5.1.2. Frigørelse af atomenergi, kernespløtning (fission) eller kernesammensmeltning (fusion) i forbindelse med atomvåbenekspllosioner eller atomprøveekspllosioner.

### 6. Forudsætninger for dækning under opholdet

6.1. Det er en betingelse for dækningen:

- 6.1.1. At udstilleren eller dennes repræsentant er til stede og fører opsyn under udpakning af godset, er til stede i udstillingens åbningstid samt at udstilleren ikke forlader standen før udstillingens ophør, uden at alt gods er nedpakket og overgivet til fragtfører/udstillingsspeditor mod specificeret kvittering.
- 6.1.2. At særligt værdifulde genstande, såsom guld- og sølvvarer, smykker, ure, mobiltelefoner, projektorer, bærbare computere og lignende, værdifuldt håndværktøj og instrumenter opbevares/udstilles under lås.

### 7. I skadetilfælde

- 7.1. Det påhviler udstilleren uophørligt at reklamere skriftligt til fragtføreren eller andre, som kan være ansvarlige, i henhold til gældende reklamationsregler.
- 7.2. Tyveri, bortkomst og hærværk på udstillingsstedet eller under rejseophold, herunder parkering, skal endvidere straks anmeldes til nærmeste polit. Det er en betingelse for tyveridækningen, at der foreligger kvittering for politianmeldelsen.
- 7.3. Anmeldelse til FORSIKRINGSSELSKABET skal ske umiddelbart efter at skaden er konstateret.

### 8. Værneting

- 8.1. Sø- og Handelsretten i København – med Højesteret som appelinstant – er værneting i alle tvistigheder, der måtte opstå under denne forsikring.

### **KLAUSUL FOR ATOMFORURENING SAMT KEMISKE, BIOLOGISKE, BIOKEMISKE ELLER ELEKTROMAGNETISKE VÅBEN**

1. Uanset bestemmelserne i denne police gælder følgende klausul:
  - 1.1. Forsikringen dækker ikke skade, tab, omkostninger eller ansvar som er en direkte eller indirekte følge af eller kommende fra
    - 1.1.1. ioniserende stråling eller radioaktiv forurening forårsaget af atomkernebrændsel, atomreaktion eller atomaffald
    - 1.1.2. radioaktive, giftige, eksplosive eller andre forurenende egenskaber ved atomkerneanlæg, atomreaktorer eller andre atomkerneinstallationer samt komponenter heraf
    - 1.1.3. våben eller anden anordning i hvilke anvendes atomenergi eller kernespløtning (fission) og/eller kernesammensmeltning (fusion) eller anden lignende reaktion eller radioaktiv kraft eller substans
    - 1.1.4. radioaktive, giftige, eksplosive eller andre forurenende egenskaber fra enhver radioaktiv substans. Denne undtagelse omfatter ikke radioaktive isotoper, bortset fra atomkernebrændsel, når sådanne isotoper fremstilles, transporteres, oplagres eller anvendes kommercielt, i landbruget, medicinalt, videnskabeligt eller til andre lignende fredelige formål
    - 1.1.5. kemiske, biologiske, biokemiske eller elektromagnetiske våben.

### DANSKE STREJKE BETINGELSER – 2010

#### A. FORSIKRINGENS OMFANG

1. Forsikringen dækker, med de undtagelser der følger af §§ 4 og 5, fysisk skade på eller tab af de forsikrede genstande
  - 1.1. Forvoldt af personer under deltagelse i strejke, lockout, andre uroligheder eller optøjer
  - 1.2. Forvoldt af personer, som handler ud fra politiske, ideologiske eller religiøse motiver
  - 1.3. Forvoldt ved terrorisme, udført af personer, som handler på vegne af eller i forbindelse med organisationer, som ved magt eller vold udfører aktiviteter rettet imod at styrte eller påvirke lovlige eller ikke-lovlige regeringer
2. Forsikringen dækker bidrag til havari grosse samt bjærgeløn opgjort i henhold til gældende lov og praksis, dog med de undtagelser der følger af §§ 4 og 5.
3. Selskabet erstatter rimelige omkostninger, som den forsikrede har afholdt for at afværge eller begrænse skade i henhold til § 8.

#### B. FORSIKRINGENS UNDTAGELSER

4. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 4.1. At den forsikrede ved handling eller undladelse forsætlig har forårsaget forsikringsbegivenheden.
  - 4.2. De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de almindelige påvirkninger under transporten.
  - 4.3. Sædvanligt svind.
  - 4.4. Uegnet eller mangelfuld emballering eller forberedelse af de forsikrede genstande for at beskytte mod almindelige påvirkninger under transporten, når denne emballering eller forberedelse er foretaget af den forsikrede eller dennes ansatte eller er foretaget før forsikringsdækningens begyndelse.
  - 4.5. Denne undtagelse gælder ikke, når emballering eller forberedelse er foretaget af selvstændig tredjemand.
  - 4.6. U hensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel for at beskytte mod almindelige påvirkninger under transporten, medmindre stuvningen er udført af speditør, transportør eller anden selvstændig tredjemand efter forsikringsdækningens begyndelse.
  - 4.7. Forsinkelse, uanset årsag til denne.
  - 4.8. Fravær, bortebleven eller tilbageholdelse af arbejdskraft som er en følge af strejke, lockout, andre uroligheder eller optøjer.
  - 4.9. Bortfald eller opgivelse af rejsen.
  - 4.10. Reders, korresponderende reders, befragters eller operatørs insolvens eller betalingsmisligholdelse, hvis den forsikrede eller dennes ansatte på det tidspunkt, hvor lastningen påbegyndes, er vidende om eller burde være vidende om, at sådan insolvens eller misligholdelse af betalingsforpligtigelse kunne forhindre en normal gennemførelse af transporten.
  - 4.11. At skib eller fartøj er usødygtigt eller skib, fartøj eller andet transportmiddel i øvrigt er uegnet til på forsvarlig måde at transportere de forsikrede genstande.

- 4.12. Denne bestemmelse gælder kun, når den forsikrede eller dennes ansatte på det tidspunkt, hvor de forsikrede genstande lastes i transportmidlet, er vidende om eller burde være vidende om sådan usødygtighed eller uegnethed.
- 4.13. At containere eller lignende transportindretninger er uegnede til på forsvarlig måde at transportere de forsikrede genstande.
- 4.14. Denne bestemmelse gælder kun, hvor lastning i container eller transportindretning er foretaget før forsikringsdækningens begyndelse eller er foretaget af den forsikrede eller dennes ansatte, og disse på tidspunktet, hvor lastningen påbegyndes, er vidende om eller burde være vidende om sådan uegnethed.
- 4.15. Frigørelse af atomenergi, kernespløtning (fission) eller kernesammensmeltning (fusion).
- 4.16. Denne bestemmelse gælder skader, tab eller omkostninger forårsaget af sådanne direkte eller indirekte hændelser.
5. Forsikringen dækker ikke skade, tab eller omkostninger som følge af
  - 5.1. krig eller krigslignende begivenheder samt miner, torpedoer og lignende, selv i fredstid
  - 5.2. oprør eller borgerlige uroligheder, hvorunder krigsvåben anvendes
  - 5.3. arrest, beslaglæggelse eller anden foranstaltning fra regeringer eller lovlige myndigheder

### C. FORSIKRINGSDÆKNINGENS BEGYNDELSE OG OPHØR

6. Forsikringen træder i kraft, når den forsikrede genstand løftes eller flyttes i bygning eller ved lager på det for transporten gældende afgangssted, og dette foregår direkte i forbindelse med læsning på eller i transportmidlet for umiddelbart herefter at påbegynde transporten.
  - 6.1. Forsikringen dækker under transportens almindelige forløb og ophører i følgende situationer – hvad der først måtte indtræffe:
    - 6.2. Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i bygning eller ved lager på det for transporten gældende bestemmelsessted.
    - 6.3. Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i anden bygning eller ved andet lager før eller på andet end det for transporten gældende bestemmelsessted, og som den forsikrede eller dennes ansatte vælger at benytte enten til oplagring, der ikke er et led i transportens almindelige forløb, eller til distribution.
    - 6.4. Når den forsikrede eller dennes ansatte vælger at benytte transportmidlet eller containere til oplagring, der ikke er et led i transportens almindelige forløb.
    - 6.5. Forsikringen ophører dog i alle tilfælde senest 60 dage efter, at den forsikrede genstand er losset fra det søgående skib i bestemmelseshavnen.
    - 6.6. Forsikringen dækker tillige under afvigelse fra transportens almindelige forløb, herunder usædvanlige ophold, omladninger samt forsendelse med andre transportmidler, men ophører som ovenfor anført. Det er dog en forudsætning, at selskabet underrettes om sådan afvigelse umiddelbart efter, at den forsikrede eller dennes ansatte får kendskab hertil.

### D. TREDJEMANDS INTERESSE

7. Denne forsikring skal ikke gælde til fordel for transportører og/eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

### **E. SKADEFØREBYGGELSE OG -BEGRÆNSNING**

8. I tilfælde af at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre som handler på den forsikredes vegne, forpligtet til

8.1. at træffe rimelige foranstaltninger til at afværge eller begrænse skaden

og

8.2. at træffe nødvendige foranstaltninger til sikring og gennemførelse af krav overfor tredjemand, herunder transportører eller andre i hvis varetægt de forsikrede genstande er eller har været overladt

Udover erstatningsberettiget skade erstatter selskabet alle rimelige omkostninger ved udførelsen af disse pligter.

### **F. RETABLERING**

9. I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand erstatter selskabet, inden for forsikringssummen for den pågældende genstand, enten omkostningerne ved den nødvendige reparation/rekonditionering eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

### **G. RETSGRUNDLAG**

10. For denne forsikring gælder i øvrigt Dansk Søforsikrings-Konvention af 2. april 1934.

---

01.01.2010

### KRIGSFORSIKRINGSBETINGELSER – 2010

#### A. FORSIKRINGENS OMFANG

1. Forsikringen dækker, dog med de undtagelser, der følger af §§ 4 og 5, fysisk skade på eller tab af de forsikrede genstande som følge af:
  - 1.1. Krig eller krigslignende begivenheder samt miner, torpedoer og lignende, selv i fredstid.
  - 1.2. Oprør eller borgerlige uroligheder, hvorunder krigsvåben anvendes.
  - 1.3. Arrest, beslaglæggelse eller lignende foranstaltning, der foretages af regeringer eller myndigheder som følge af begivenheder dækket under pkt. 1.1 og 1.2.
2. Forsikringen dækker bidrag til havari grosse samt bjærgeløn opgjort i henhold til gældende lov og praksis, dog med de undtagelser, der følger af §§ 4 og 5.
3. Forsikringen dækker rimelige omkostninger, som den forsikrede har afholdt for at afværge eller begrænse skade i henhold til § 10.

#### B. FORSIKRINGENS UNDTAGELSER

4. Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
  - 4.1. Arrest, beslaglæggelse eller lignende foranstaltning, der foretages af regering eller myndighed i den forsikredes hjemland.
  - 4.2. Pålagte bøder eller lignende eller forårsaget ved arrest, beslaglæggelse eller lignende foranstaltning, der har til formål at sikre fuldbyrdelse af bøder eller lignende.
  - 4.3. Indførsels-, udførsels- eller transitforbud, ej heller de på grund af blokade af de krigsførende magters havne opståede omkostninger for den forsikrede.
  - 4.4. At den forsikrede ved handling eller unkladelse forsætligt har forårsaget forsikringsbegivenheden.
  - 4.5. De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de almindelige påvirkninger under transporten.
  - 4.6. Sædvanligt svind.
  - 4.7. Uegnet eller mangelfuld emballering eller forberedelse af de forsikrede genstande for at beskytte mod almindelige påvirkninger under transporten, når denne emballering eller forberedelse er foretaget af den forsikrede eller dennes ansatte eller er foretaget før forsikringsdækningens begyndelse.
  - 4.8. Denne undtagelse gælder ikke, når emballering eller forberedelse er foretaget af selvstændig tredjemand.
  - 4.9. U hensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel for at beskytte mod almindelige påvirkninger under transporten, medmindre stuvningen er udført af speditør, transportør eller anden selvstændig tredjemand efter forsikringsdækningens begyndelse.
  - 4.10. Forsinkelse, uanset årsag til denne.
  - 4.11. Reders, korresponderende reders, befragters eller operatørs insolvens eller betalingsmisligholdelse, hvis den forsikrede eller dennes ansatte på det tidspunkt, hvor lastningen påbegyndes, er vidende om eller burde være vidende om, at sådan insolvens eller misligholdelse af betalingsforpligtigelse kunne forhindre en normal gennemførelse af transporten.
  - 4.12. Bortfald eller opgivelse af rejsen.

- 4.13. At skib eller fartøj er usødygtigt eller skib, fartøj eller andet transportmiddel i øvrigt er uegnet til på forsvarlig måde at transportere de forsikrede genstande.
  - 4.14. Denne bestemmelse gælder kun, når den forsikrede eller dennes ansatte på det tidspunkt, hvor de forsikrede genstande lastes i transportmidlet, er vidende om eller burde være vidende om sådan usødygtighed eller uegnethed.
  - 4.15. At containere eller lignende transportindretninger er uegnede til på forsvarlig måde at transportere de forsikrede genstande.
  - 4.16. Denne bestemmelse gælder kun, hvor lastning i container eller transportindretning er foretaget før forsikringsdækningens begyndelse eller er foretaget af den forsikrede eller dennes ansatte, og disse på tidspunktet, hvor lastningen påbegyndes, er vidende om eller burde være vidende om sådan uegnethed.
  - 4.17. Frigørelse af atomenergi, kernespløtning (fission) eller kernesammensmeltning (fusion).
  - 4.18. Denne bestemmelse gælder skader, tab eller omkostninger forårsaget af sådanne direkte eller indirekte hændelser.
5. Forsikringen dækker ikke skade, tab eller omkostninger:
- 5.1. Forvoldt af personer under deltagelse i strejke, lockout, andre uroligheder eller optøjer.
  - 5.2. Som følge af strejke, lockout, andre uroligheder eller optøjer.
  - 5.3. Forvoldt af personer, som handler ud fra politiske, ideologiske eller religiøse motiver.
  - 5.4. Forvoldt ved terrorisme, udført af personer, som handler på vegne af eller i forbindelse med organisationer, som ved magt eller vold udfører aktiviteter rettet imod at styrte eller påvirke lovlige eller ikke-lovlige regeringer.

### C. FORSIKRINGSDÆKNINGENS BEGYNDELSE OG OPHØR

6. Søtransporter
- 6.1. Forsikringsdækningen træder i kraft, når de forsikrede genstande er ombord i det søgående transportmiddel, og ophører, enten når de forsikrede genstande forlader dette på det for forsikringen gældende bestemmelsessted eller efter udløbet af 15 dage fra ankomstdagen for det søgående transportmiddel, hvad der først måtte indtræffe.
  - 6.2. Forsikringsdækningen er tillige i kraft på de i pkt. 6.1 nævnte vilkår, mens de forsikrede genstande er ombord på skib, lægter og lignende, under sejlads til og fra det søgående transportmiddel, dog ikke ud over 60 dage efter udlosning fra det søgående transportmiddel.
  - 6.3. Skal varerne i mellemhavn omlades fra et søgående transportmiddel, ophører selskabets ansvar efter udløbet af 15 dage fra ankomstdagen til mellemhavn.
  - 6.4. Ansvaret indtræder først igen, når de forsikrede genstande enten
    - 1.1.1. er ombord i et søgående transportmiddel, som skal transportere de forsikrede genstande til bestemmelseshavnen, og ophører i henhold til pkt. 6.1 eller
    - 1.1.2. er pålæst et andet transportmiddel, som skal transportere de forsikrede genstande til bestemmelsesstedet, og ophører i henhold til §§ 7 og 8.
  - 6.5. Ved ankomst skal forstås, at det søgående transportmiddel er ankret op, fortøjet eller på anden måde sikret ved kaj- eller ankerplads inden for havnemyndighedernes område. Hvis en sådan kaj eller plads ikke er til rådighed, anses ankomst for at være sket fra det tidspunkt,

hvor det søgående transportmiddel første gang ankrer op, fortøjes eller på anden måde sikres enten i eller uden for den pågældende udlosningshavn eller -plads.

7. Landstransporter med jernbane eller lastbil.
  - 7.1. Forsikringsdækningen træder i kraft, når de forsikrede genstande er overgivet til en fragtfører, og vedvarer, indtil de forsikrede genstande er ankommet til bestemmelsesstedet, og modtageren kan råde over dem, dog ikke ud over 15 dage fra ankomstdagen.
  - 7.2. Forsikringen dækker tillige under eventuel færgetransport, der er et led i transporten.
8. Lufttransport og postforsendelser.
  - 8.1. Forsikringsdækningen træder i kraft, når de forsikrede genstande er overgivet til en fragtfører eller til postvæsenet, og vedvarer, indtil de forsikrede genstande er ankommet til bestemmelsesstedet, og modtageren kan råde over dem, dog ikke ud over 15 dage fra ankomstdagen.

### D. TREDJEMANDS INTERESSE

9. Denne forsikring skal ikke gælde til fordel for transportører og/eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

### E. SKADEFOREBYGGELSE OG -BEGRÆNSNING

10. I tilfælde af, at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre, som handler på den forsikredes vegne, forpligtet til
  - 10.1. at træffe rimelige foranstaltninger til at afværge eller begrænse skaden  
og
  - 10.2. at træffe nødvendige foranstaltninger til sikring og gennemførelse af krav over for tredje- mand, herunder transportører eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

Udover erstatningsberettiget skade erstatter selskabet alle rimelige omkostninger ved udførelsen af disse pligter.

### F. RETABLERING

11. I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand erstatter selskabet, inden for forsikringssummen for den pågældende genstand, enten omkostningerne ved den nødvendige reparation/rekonstruktion eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

### G. RETSGRUNDLAG

12. For denne forsikring gælder i øvrigt Dansk Søforsikrings-Konvention af 2. april 1934.

---

01.01.2010

### INSTITUTE CARGO CLAUSES (A)

#### 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.

#### B. 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
  - 4.7. 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
  - 4.8. 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 (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war.
- 7. In no case shall this insurance cover loss damage or expense
  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4. caused by any person acting from a political, ideological or religious motive.

### C. 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 ware-house 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. 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. 10.1. 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.

### D. 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.

### **E. 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.

### **F. MINIMISING LOSSES**

#### **Duty of Assured**

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

#### **Waiver**

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

### **G. AVOIDANCE OF DELAY**

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

### **H. 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.*  
CL382 - 01/01/2009

### INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

#### 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 3, 4 and 5 below.

##### Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 3, 4 and 5 below.

#### B. EXCLUSIONS

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

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.8. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 4.3. derelict mines torpedoes bombs or other derelict weapons of war.
5. In no case shall this insurance cover loss damage or expense
  - 5.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 5.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 5.3. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4. caused by any person acting from a political, ideological or religious motive.

### C. DURATION

#### Transit Clause

6. 6.1. Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,  
continues during the ordinary course of transit  
and terminates either
  - 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
  - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3. 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
  - 6.1.4. on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge,  
whichever shall first occur.
- 6.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, 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.
- 6.3. This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 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

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 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
- 7.1. until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
- or
- 7.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

### Change of Transit

8. 8.1. 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.
- 8.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 6.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## D. CLAIMS

### Insurable Interest

9. 9.1. 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.
- 9.2. Subject to Clause 9.1 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

10. 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 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 10, which does not apply to salvage charges, shall be subject to the exclusions contained in Clauses 3, 4 and 5 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

### **Constructive Total Loss**

11. 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**

12. 12.1. 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.

- 12.2. 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.

## **E. BENEFIT OF INSURANCE**

13. This insurance
- 13.1. 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,
- 13.2. shall not extend to or otherwise benefit the carrier or other bailee.

## **F. MINIMISING LOSSES**

### **Duty of Assured**

14. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 14.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and
- 14.2. 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

15. 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.

### G. AVOIDANCE OF DELAY

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

### H. LAW AND PRACTICE

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

---

*NOTE:- Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

CL387 - 01/01/2009

### INSTITUTE STRIKES CLAUSES (CARGO)

#### A. RISKS COVERED

##### Risks

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

##### General Average

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

#### B. 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.

### C. 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 ware-house or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,  
  
continues during the ordinary course of transit and terminates either
  - 5.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 5.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 5.1.4. on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,whichever shall first occur.
- 5.2. If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

### Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of 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.

## D. 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.

### **E. 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.

### **F. MINIMISING LOSSES**

#### **Duty of Assured**

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

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

#### **Waiver**

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

### **G. 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.

### **H. 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.*

CL386 - 01/01/2009

### INSTITUTE STRIKES CLAUSES (AIR CARGO)

#### A. RISKS COVERED

##### Risks

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

##### Salvage Charges

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

#### B. EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
  - 3.6. loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 3.7. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.
  - 3.8. 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

- 3.9. 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
- 3.10. any claim based upon loss of or frustration of the transit or adventure
- 3.11. 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
- 3.12. 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.

### C. DURATION

#### Transit Clause

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

### Termination of Contract of Carriage

5. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
  - 5.1. until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,  
or
  - 5.2. if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

### Change of Transit

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

## D. CLAIMS

### Insurable Interest

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

### Increased Value

8.
  - 8.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

- 8.2. Where this insurance is on Increased Value the following clause shall apply:

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

### **E. BENEFIT OF INSURANCE**

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

### **F. MINIMISING LOSSES**

#### **Duty of Assured**

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

#### **Waiver**

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

### **G. AVOIDANCE OF DELAY**

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

### **H. LAW AND PRACTICE**

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

---

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

CL389 - 01/01/2009

## **INSTITUTE WAR CLAUSES (CARGO)**

### **A. RISKS COVERED**

#### **Risks**

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

#### **General Average**

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

### **B. 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
  - 3.7. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.8. any claim based upon loss of or frustration of the voyage or adventure
  - 3.9. loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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.

### C. 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
  - 5.1.5. 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,
  - 5.1.6. whichever shall first occur.

- 5.2. If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is oncarried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1. where the on-carriage is by oversea vessel this insurance continues subject to the terms of these Clauses,
- or
- 5.2.2. where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
- 5.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2. in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter this insurance terminates in accordance with 5.1.4.
- 5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Insurers.
- 5.5. Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

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

### Change of Voyage

6. 6.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.

## D. 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.

## E. 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.

### F. MINIMISING LOSSES

#### Duty of Assured

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

#### Waiver

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

### G. 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.

### H. 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.*

CL385 - 01/01/2009

### INSTITUTE WAR CLAUSES (AIR CARGO)

(excluding sendings by Post)

#### A. RISKS COVERED

##### Risks

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

##### Salvage Charges

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

#### B. EXCLUSIONS

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

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

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

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

### C. DURATION

#### Transit Clause

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

- 4.3.1. where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses,  
or
- 4.3.2. where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.
- 4.4. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
  - 4.4.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
  - 4.4.2. in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;thereafter this insurance terminates in accordance with 4.1.4.
- 4.5. 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 the air carriers under the contract of carriage.

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

### Change of Transit

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

## D. CLAIMS

### Insurable Interest

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

### Increased Value

8. 8.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.
- In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.
- 8.2. Where this insurance is on Increased Value the following clause shall apply:
- 8.3. 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.
- 8.4. In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

### E. BENEFIT OF INSURANCE

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

### F. MINIMISING LOSSES

#### Duty of Assured

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

#### Waiver

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

### G. AVOIDANCE OF DELAY

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

# Forsikringsbetingelser

## CARGO CLAUSES

### H. LAW AND PRACTICE

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

---

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

CL388 - 01/01/2009

## **INSTITUTE WAR CLAUSES (Sendings by Post)**

### **A. RISKS COVERED**

#### **Risks**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 1.1. 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.

### **B. 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. any claim based upon loss of or frustration of the voyage or adventure
  - 3.7. 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.

### **C. DURATION**

#### **Transit Clause**

4. 4.1. 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.
5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

### D. CLAIMS

#### Insurable Interest

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 Clause 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 Insurers were not.

### E. BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

### F. MINIMISING LOSSES

#### Duty of Assured

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
  - 8.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and
  - 8.2. 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

9. 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.

### G. AVOIDANCE OF DELAY

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

### H. LAW AND PRACTICE

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

---

CL390 - 01/03/2009

### INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

#### A. QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
  - 1.1. a Member or Associate Member of the International Association of Classification Societies (IACS), or
  - 1.2. a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which 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.

#### B. 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 :

- 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. were constructed as containerships, vehicle carriers or 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.

#### C. CRAFT CLAUSE

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

#### D. 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.

#### E. PROMPT NOTICE

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

#### F. LAW AND PRACTICE

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

### **TERMINATION OF TRANSIT CLAUSE (TERRORISM) 1/1/2009**

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political 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 Policy,
  - or
  - 1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
  - 1.3. 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,
  - or
  - 1.4. in respect of marine transits, on 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,
  - 1.5. 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 this Policy 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 .
3. This clause is subject to English law and practice.

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTRO-MAGNETIC WEAPONS EXCLUSION CLAUSE, NO 370 DATED 10/11/2003**

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

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. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
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
5. any chemical, biological, bio-chemical, or electromagnetic weapon.”

**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE, NO 380 DATED  
10/11/2003**

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.
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.

CL. 380

**SANCTION LIMITATION AND EXCLUSION CLAUSE, JC2010/014**

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.

JC2010/014

11 August 2010