INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

1. Risks Clause
This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.

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

3. “Both to Blame Collision” Clause
This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusions Clause

4. In no case shall this insurance cover
4.1 loss damage or expense attributable to wilful misconduct of the Assured

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

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3, packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

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

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

5. Unseaworthiness and Unfitness Exclusion Clause

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

**War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
6.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

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

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

** Strikes Exclusion Clause**

7. In no case shall this insurance cover loss damage or expense
7.1 caused by strikers, locked-out, workmen or persons taking part in labour disturbances, riots or civil commotions

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

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

**DURATION:**

8. **Transit Clause**

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

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

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

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

8.1.2.2 for allocation or distribution,

or

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

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

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

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

Change of Voyage Clause

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

CLAIMS

11. Insurable Interest Clause

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

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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

14. Increased Value Clause

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

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

CL. 252
INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

Risks Clause

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

General Average Clause

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

Both to Blame Collision Clause

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of
   affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim
   by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own
   cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusions Clause

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

5. **Unseaworthiness and Unfitness Exclusion Clause**

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

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

**War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by:
6.1 war civil war revolution insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
6.2 capture seizure arrest restraint or detention (piracy excepted) and the consequences thereof or any attempt thereat.
6.3 derelict mines torpedoes bombs or other derelict weapons of war.

**Strikes Exclusion Clause**

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

**DURATION:**

8. **Transit Clause**

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

8.1.1 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either,
8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution,
8.1.3 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, whichever shall first occur.

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

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

**Termination of Contract of Carriage Clause**

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

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

or

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

**Change of Voyage Clause**

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

**CLAIMS**

11. **Insurable Interest Clause**

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

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

**Forwarding Charges Clause**

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

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

**Constructive Total Loss Clause**

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

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

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

14.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other Insurances

BENEFIT OF INSURANCE

Not to Inure Clause

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

MINIMISING LOSSES

Duty of Assured Clause

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

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

Note: It is necessary for the Assured when they become aware of an event which is covered under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.
INSTITUTE CARGO CLAUSES (C)

RISKS COVERED

Risks Clause
1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,
   1.1 loss of or damage to the subject-matter insured reasonably attributable to
   1.1.1 fire or explosion
   1.1.2 vessel or craft being stranded grounded sunk or capsized
   1.1.3 overturning or derailment of land conveyance
   1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
   1.1.5 discharge of cargo at a port of distress
   1.2 loss of or damage to the subject-matter Insured caused by
   1.2.1 general average sacrifice
   1.2.2 jettison.

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

Both to Blame Collision Clause
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of
   affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim
   by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own
   cost and expense, to defend the Assured against such claim.

EXCLUSIONS

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

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

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

**War Exclusion Clause**

6. In no case shall this insurance cover loss damage or expense caused by
6.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
6.2 capture, seizure, arrest, restraint or detention (piracy excepted) and the consequences thereof or any attempt thereat
6.3 derelict mines, torpedoes, bombs or other derelict weapons of war

**Strikes Exclusion Clause**

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

**DURATION:**

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

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

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
8.1.2.1 for storage other than in the ordinary course of transit or
8.1.2.2 for allocation or distribution,
or
8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

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

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

**Termination of Contract of Carriage Clause**

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

Change of Voyage Clause

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

CLAIMS

11. Insurable Interest Clause

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

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

Forwarding Charges Clause

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

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

Constructive Total Loss Clause

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

14. Increased Value Clause

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

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

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

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

Not to inure clause

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

MINIMISING LOSSES

Duty of Assured Clause

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

19. This insurance is subject to English law and practice. Note: It is necessary for the Assured when they become aware of an event which is held covered under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 3 & 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 detention, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereof
1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

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

EXCLUSIONS

General Exclusions Clause

3. In no case shall this insurance cover
3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 loss damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel
3.7 any claim based upon loss of or frustration of the voyage or adventure
3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

DURATION:

5. Transit Clause
5.1 This insurance
5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas vessel and
5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final 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; never the less subject to prompt notice to the Underwriters and to an additional premium, such Insurance
5.1.3 reattaches when, without having discharged the subject-matter insured at the Final port or place of discharge, the vessel sails therefrom, and
5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the aircraft at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carryage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches
as the subject matter insured and as to any part as that part is loaded on an on-carrying 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 goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2

5.2.1 where the on-carriage is by 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 this insurance and shall apply to the on-carriage by air

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Underwriters before the Commencement of such further transit and subject to an additional premium, such insurance Reattaches
5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4

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

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this Insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
(For the purpose of Clause 5 “arrival” shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secure either at or off the intended port or place of discharge overseas vessel shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Voyage clause

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

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

CLAIMS

8. Insurable Interest clause

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

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

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

BENEFIT OF INSURANCE

Not to inure clause

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

MINIMISING LOSSES

Duty of Assured clause

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

Waiver clause

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

AVOIDANCE OF DELAY

Reasonable Despatch clause

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

LAW AND PRACTICE

English Law and Practice clause

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

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

1.1.82

INSTITUTE STRIKES CLAUSES (CARGO)
RISKS COVERED

Risks Clause
1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any terrorist or any person acting from a political motive.

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

EXCLUSIONS

General Exclusions Clause
3. In no case shall this insurance cover
   3.1 loss damage or expense attributable to wilful misconduct of the Assured
   3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter
       insured (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container or lifftvan but only
       when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
   3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
       (except expenses payable under Clause 2 above)
   3.6 loss damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of
       the vessel
   3.7 loss damage or expense arising from the absence, shortage or withholding of labour of any description whatsoever
       resulting from any strike, lockout, labour disturbance, riot or civil commotion
   3.8 any claim based upon loss of or frustration of the voyage or adventure
   3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion
       or other like reaction or radioactive force or matter.
   3.10 loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom,
       or any hostile act by or against a belligerent power.

4. Unseaworthiness and Unfitness Exclusion Clause

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

DURATION:

5. Transit Clause

   5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein
       for the commencement of the transit, continues during the ordinary course of transit and terminates either
   5.1.1 on delivery to the Consignees or other final warehouse or place of storage at the destination named herein,
   5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which
       the Assured elect to use either
   5.1.2.1 for storage other than in the ordinary course of transit or
   5.1.2.2 for allocation or distribution,
       or
   5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby 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 goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

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

Termination of Contract of Carriage Clause

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

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

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 5 above.

Change of Voyage Clause

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

CLAIMS

8. Insurable Interest Clause

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

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

9. Increased Value Clause

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

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

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

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

BENEFIT OF INSURANCE

Not to Inure Clause

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

Duty of Assured Clause

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

14. This insurance is subject to English law and practice.
Note: It is necessary for the Assured when they become aware of an event which is held covered under this insurance to
give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

1.1.82

INSTITUTE WAR CLAUSES (sending by Post)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 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 cover under 1.1 above and the consequences thereof
or any attempt thereat
1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

General Average Clause

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

3. In no case shall this insurance cover
3.1 loss damage or expense attributable to wilful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 (packing) shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 any claim based upon loss of or frustration of the voyage or adventure
3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

DURATION:

Transit clause
4. This Insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' promises, until the subject matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

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.

CLAIMS

6. Insurable Interest clause

6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

MINIMISING LOSSES

Duty of Assured clause

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

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

Waiver clause

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

AVOIDANCE OF DELAY
Reasonable Despatch clause
9. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

LAW AND PRACTICE

English Law and Practice clause

10. This insurance is subject to English law and practice.
Note: It is necessary for the Assured when they become aware of an event which is held covered under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

INSTITUTE CARGO CLAUSES (AIR)
(excluding sendings by Post)

RISKS COVERED
Risk Clause

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

EXCLUSIONS

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

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by
3.1 war civil war revolution insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
3.3 derelict mines torpedoes bombs or other derelict weapons of war.

Strikes Exclusion Clause

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

5. Transit Clause

5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
5.1.1 on delivery to the Consignees or other final warehouse, premises or place of storage at the destination named herein,
5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
5.1.2.1 for storage other than in the ordinary course of transit or
5.1.2.2 for allocation or distribution
or
5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment 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

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

Change of transit Clause

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

CLAIMS

8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
Forwarding Charges Clause
9. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

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

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

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

11.2 Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE
Not to Inure Clause
12. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES
Duty of Assured Clause
13. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law & Practice Clause

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

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

1.1.82 CL.

INSTITUTE WAR CLAUSES (AIR CARGO)
(excluding sendings by Post)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clauses 2 below, loss of or damage to the subject-matter insured caused by
1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above and the consequences thereof or any attempt thereat
1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

EXCLUSIONS

2. In no case shall this insurance cover
2.1 loss damage or expense attributable to wilful misconduct of the Assured
2.2 ordinary leakage, ordinary loss in weight of volume, or ordinary wear and tear of the subject-matter insured
2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 packing/ shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
2.8 any claim based upon loss of or frustration of the voyage or adventure
2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION:

Transit clause

3. 3.1 This Insurance
3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
and
3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from 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; never the less subject to prompt notice to the Underwriters and to an additional premium, such Insurance
3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

**Insurable Interest clause**

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

**Duty of Assured clause**

3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; there after such insurance terminates in accordance with 3.1.4

3.4 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
(For the purpose of Clause 3 “oversea vessel” shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

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

5. Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.
CLAIMS

6. Insurable interest clause

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

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

7. Increased Value clause

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

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

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

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

BENEFIT OF INSURANCE

Not to inure clause

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

MINIMISING LOSSES

Duty of Assured clause

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

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

Waiver clause

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

AVOIDANCE OF DELAY

Reasonable Despatch clause

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

English Law and Practice clause

12. This insurance is subject to English law and practice.
Note: It is necessary for the Assured when they become aware of an event which is held covered under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

1.1.82

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
   1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   1.2 any terrorist or any person acting from a political motive.

EXCLUSIONS

General Exclusions Clause

2. In no case shall this insurance cover
   2.1 loss damage or expense attributable to wilful misconduct of the Assured
   2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
   2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
   2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
   2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
   2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
   2.9 any claim based upon loss of or frustration of the voyage or adventure
   2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
   2.11 loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

DURATION:

3. Transit Clause

3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
   3.1.1 on delivery to the Consignees or other final warehouse, premises or place of storage at the destination named herein,
   3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
3.1.2.1 for storage other than in the ordinary course of transit or
3.1.2.2 for allocation or distribution,
or
3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

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

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

Termination of Contract of Carriage Clause

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

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

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

Change of Transit Clause

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

CLAIMS

6. Insurable Interest Clause

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

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

7. Increased Value Clause

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

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
7.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

Not to Inure Clause

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

MINIMISING LOSSES

Duty of Assured Clause

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

Waiver Clause

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

AVOIDANCE OF DELAY

Reasonable Despatch Clause

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

LAW AND PRACTICE

English Law and Practice Clause

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

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

1.12.82

INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

CL 272

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.
Institute Classification Clause (1/1/2001)

QUALIFYING VESSELS

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
   1.1 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 other interests carried by vessels not classed as above must be notified promptly to the underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

AGE LIMITATION

2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.
   Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

   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.

CRAFT CLAUSE

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

NATIONAL FLAG SOCIETY

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

PROMPT NOTICE

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

LAW AND PRACTICE

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

1.1.82 INSTITUTE REPLACEMENT CLAUSE.

CL 161 In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.
1.12.82 Institute War Cancellation clause (Cargo)  

Institute War Cancellation clause (Cargo)

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

CARGO ISM ENDORSEMENT (JC98/019)

Applicable to shipments on board.

Applicable with effect from 1st July 1998 to shipments on board:

1) passenger vessels transporting more than 12 passengers

2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 Gt. or more.

In no case shall this Insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either:-

i) that such vessel was not certified in accordance with the ISM Code.

or

ii) that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

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

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE A (All Risks)

Risks Clause

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

EXCLUSIONS

General Exclusions Clause

2. In no case shall this insurance cover

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

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

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

2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
War Exclusion Clause
3. In no case shall this insurance cover loss damage or expense caused by
3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a
belligerent power
3.2 capture seizure arrest restraint or detention and the consequences thereof or any attempt thereat
3.3 derelict mines bombs or other derelict weapons of war.

 Strikes Exclusion Clause
4. In no case shall this insurance cover loss damage of expense
4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
4.3 caused by any terrorist or any person acting from a political motive.

DURATION

Transit Clause
5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy
for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any
(i) until delivery to the final warehouse at the destination named in the policy, or
(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final
destination railway station, or
(iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the
policy whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon
at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-
Agency.

CLAIMS

Insurable Interest Clause
6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured
at the time of the loss.
6.2 Subject to 6.1 above, the insured 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 Underwriters were not.

BENEFIT OF INSURANCE
Not to Inure Clause
7. This insurance shall not inure to the benefit of the Carrier or other bailee.

MINIMISING LOSSES
Duty of the Assured Clause
8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a
monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as pre-
scribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the
Assured for any charges properly and reasonably incurred in pursuance of these duties.
Waiver Clause
9. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

Indian Law and Practice clause
11. This insurance is subject to Indian law and practice.

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE B (Basic Cover)

RISKS COVERED

Risks Clause
1. This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by
   (a) (i) fire
      (ii) lightning
      (iii) breakage of bridges
   (b) (i) collision with or by the carrying vehicle
      (ii) overturning of the carrying vehicle
      (iii) derailment or accidents of like nature to the carrying railway wagon/vehicle.

EXCLUSIONS

General Exclusions Clause
2. In no case shall this insurance cover
   2.1 loss, damage or expense attributable to wilful misconduct of the assured
   2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
   2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
   2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
   2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause
3. In no case shall this insurance cover loss damage or expense caused by
   3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   3.2 capture seizure arrest restraint or detention and the consequences thereof or any attempt thereat
   3.3 derelict mines bombs or other derelict weapons of war

Strike Exclusion Clause
4. In no case shall this insurance cover loss damage of expense
   4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
   4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
   4.3 caused by any terrorist or any person acting from a political motive.
4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

DURATION

Transit Clause

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any
   (i) until delivery to the final warehouse at the destination named in the policy, or
   (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
   (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

CLAIMS

6. Insurable Interest Clause

6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
6.2 Subject to 6.1 above, the insured 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 Underwriters were not.

BENEFIT OF INSURANCE

Not to Inure Clause

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

MINIMISING LOSSES

Duty of the Assured Clause

8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/road carriers/bailees within six months from the date of railway/lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver clause

9. Measures taken by the Assured or the underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the right of either party.
AVOIDANCE OF DELAY

Reasonable Despatch clause

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

LAW AND PRACTICE

Indian Law and Practice clause

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

INLAND TRANSIT (RAIL OR ROAD) - CLAUSE C (Fire Risks Only)

RISKS COVERED

Risks Clause

1. This insurance covers, except as provided in Clause 2, 3 & 4 below, loss or damage to the subject matter insured caused by
(a) Fire
(b) Lightning

EXCLUSIONS

General Exclusion Clause

2. In no case shall this insurance cover
2.1 loss, damage or expense attributable to willful misconduct of the assured
2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this clause 2.3 “Packing” shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
2.4 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

War Exclusion Clause

3. In no case shall this insurance cover loss damage or expense caused by
3.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent Power
3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
3.3 derelict mines bombs or other derelict weapons of war.

Strike Exclusion Clause

4. In no case shall this insurance cover loss damage of expense
4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions
4.3 caused by any terrorist or any person acting from a political motive.
4.4 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

DURATION

5. This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transhipment, if any
(i) until delivery to the final warehouse at the destination named in the policy, or
(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
(iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.
N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.
2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

CLAIMS

Insurable Interest Clause
6. 6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.
6.2 Subject to 6.1 above, the insured 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 Underwriters were not

BENEFIT OF INSURANCE
Not to Inure Clause
7. This insurance shall not inure to the benefit of the Carrier or other bailee.

MINIMISING LOSSES
Duty of Assured Clause
8. It is the duty of the Assured and their servants 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 right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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

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

LAW AND PRACTICE
11. This insurance is subject to Indian law and practice.

Imported Machinery (All Types) clause
The indemnity provided by this policy does not extend to include cost incurred/time involved in the movement of the machinery and/or any other property insured hereunder and/or personnel outside territorial limits of India other than the cost of deliver of replacements, for machinery lost or damaged.
It is hereby declared and agreed that in the event of the market value of any machine being enhanced by repairs or replacements of parts following an accident covered by the policy, such increase in value will be deducted in the amount of indemnity payable by the Company.

Declaration clause
It is a condition of this contract that the Assured is bound to declare hereunder each and every shipment or sending or risk without exception falling within the terms of this contract whether arrived or not, the Insurers being bound to accept same upto but not exceeding the limits specified herein.
Climatic Conditions Clause
Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

Labels Clause
Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer’s liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.

Pairs & Sets Clause
Where any insured item consists of articles in a pair or set, this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article(s) may have as part of such pair or set nor more than a proportionate part of such pair or set.

Institute Location Clause
Notwithstanding anything to the contrary contained in this contract Underwriter’s liability in respect of any one accident or a series of accidents arising out of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum indicated against Location limit in the policy schedule.

Seals Intact clause (applicable for FCL consignments only)
Underwriters agree to indemnify the Assured, for shortages from full container consignments only, being the difference between the documentary confirmed load and stow count, and the out turn report. Indemnity will only be provided, where documentary proof is available of the original seal or replacement seal(s) being secure and intact at the time of arrival at final destination. Original or any replacement seal(s) numbers shall without fail be noted upon all transit documentation, and the same checked before commencement of unloading operations.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)
This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
1. Notwithstanding any provision to the contrary contained in 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, or
1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured select 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, or
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.
DUTY INSURANCE CLAUSE
This policy covers increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of Duty payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

a. Total loss of whole or part of cargo prior to the Duty becoming payable
b. General Average, Salvage and / or Salvage Charges arising from any casualty occurring prior to the Duty becoming payable.

In ascertaining the amount of claim recoverable hereunder credit shall be given for any rebates or refund of Duty which may become allowable.

This insurance shall not be valid if effected after the arrival of the vessel at the destination port.

Warranted that

a. The assured is the holder or assignee of the Import License, or is the actual user who has purchased goods from recognized Export House/ Chanalising Agency.
b. This policy is not assignable
c. No claim shall be paid for Duty until the claim under the CIF value insurance policy is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where CIF is insured overseas due to contractual obligation.
d. This is not a valued policy as defined in the Marine Insurance Act. Claims under this policy are payable on the basis of actual duty paid or on the basis of the sum insured whichever is less.
e. In the event of a claim under this policy, immediate notice of loss shall be given to the company and a reasonable opportunity given to the Company to survey and assess the loss. The assured shall co-operate with the company and take all reasonable measures to minimize or prevent a loss. The assured shall also lodge a claim with the Customs Authorities

Accumulation Clause
Notwithstanding anything to the contrary contained in this contract Underwriter's liability in respect of any one accident or a series of accidents arising out of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum indicated against Location limit in the policy schedule.

Pollution and Contamination Exclusion Clause
Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

(a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
(b) any of the perils listed in (a) above which itself results from pollution or contamination.

The Company (Insurers) will not pay for any costs or expenses: -

(i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
(ii) arising from pollution or contamination of property not insured by this Policy.

SECONDHAND REPLACEMENT CLAUSE
In the event of a claim for loss of or damage to any part or parts of the interest insured, in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new machine plus additional.

ELECTRICAL AND MECHANICAL DERANGEMENT
Excluding loss or damage due to mechanical, electrical or electronic derangement unless caused by a peril insured against under the terms of this policy and there is evidence of an external damage.
Institute Radioactive Contamination Exclusion Clause (1/10/90)

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

1.0 in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionising radiation is from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 The use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

On Deck shipments clause

On-Deck shipments (unless in containers, intermodal, over the road or similar type) subject to an on-deck Bill of lading are subject to the Institute Cargo Clauses (C) CL. 254 1/1/82.

FOB Clause

It is understood and agreed that the cover granted under this policy is on FOB basis.

Courier Clause or Parcel Clause (By Courier) - All Risks

This insurance attaches from the time the Courier collects the subject matter insured and Courier Receipt(s) thereof duly issued and continues in force during the ordinary course of transit until delivered to the consignee at the destination by the Courier or the expiry of 15 days counting from the day notice of arrival is despatched by the Courier to the consignee, whichever shall first occur.

This insurance is against all risks of loss of or damage to the subject matter insured irrespective of percentage but shall in no case be deemed to cover loss damage or expense proximately caused by delay, confiscation, detention, condemnation or destruction by customs & duty or any other lawful authority on the ground of illegality, misdescription, insufficient packing, misdeclaration, misvaluation, inherent vice or nature of the subject matter insured. Including the risks of Theft, P菲尔age & Non-delivery subject to the following clauses:

a) It is agreed that this Policy covers the risk of Theft and/or pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Courier at the place of destination and a written proof of shortage obtained.

b) It is hereby agreed that this Policy covers the risk of Non-delivery of an entire package for which the liability of the Courier or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods. The Company to be entitled to any amount recovered from the Courier or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

In the event of loss or damage arising hereunder, written claim must be filed immediately against the Courier and a copy thereof and of the reply thereto should accompany any claim presented under this Policy. Courier Receipt for the package is also required as proof.

Rusting, Oxidation and Discoloration

This policy excludes Rusting, Oxidation and Discoloration unless caused by the perils insured under Institute Cargo Clauses (B).

Shortage in weight

Policy excludes natural loss in weight shortage in weight and/or trade shortage.

Shipped Under deck

Warranted shipped under deck.
**Important Clause**

**Claims Procedure**
It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carrier or other Bailee’s representative if any loss or damage be apparent and claim on the Carrier or other Bailee for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulation of the Port Authorities at the port of discharge.

**Instructions for survey**
In the event of loss or damage which may involve a claim under this insurance, immediate notice of such loss or damage should be given to and a Survey Report obtained from the Company’s representatives at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd’s Agent.

**Documentation of claims**
To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including when applicable:

1. Original policy or Certificate of Marine Insurance
2. Original copy of Shipping Invoices, together with Packing List, and / or Weightment notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report and other documentary evidence, if available, to show the extent of the loss or damage.
5. Landing Remarks/ Account and Weightment notes at final destination
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage

**ELECTRONIC DATE RECOGNITION CLAUSE WITH NAMED PERIL EXTENSION**
This policy does not cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether direct or indirect, proximate, remote or consequential caused by, resulting from, contributed to or made worse by the failure of any owned or non-owned:

1. computer system, computer equipment, hardware, program or software or
2. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment; to correctly recognize any date as its true or correct date, regardless of any other cause or event.

This exclusion does not apply to loss of or damage to merchandise insured reasonably attributable to:

1. Fire or explosion
2. Vessel or craft being stranded, sunk or burnt
3. Accident to an air or land conveyance
4. Collision or contact of a water borne conveyance with any external object (ice included) other than water
5. Discharge of cargo at a port of refuge or distress
6. Fumigation of the vessel, dock or wharf while the merchandise is aboard or on docks or wharves
7. While ashore, earthquake, cyclone, hurricane, collapse of docks and wharves and flood (meaning the raising of navigable waters); or
8. Total loss of any package during loading or unloading from the overseas conveyance.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.
Cancellation clause

All risks (as described herein), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached, are subject to 30 days notice of cancellation by either party. The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice. The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice. Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer, but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

Cuttings clause

Warranted that the damaged portion should be cut off and the balance utilized.

Limitation of liability (inland transits) clause

The liability of the insurer shall be limited to 75% of the assessed loss where the consignment note is issued limiting the liability of the carriers in any respect by special contract duly signed by the consignor, consignee or by the duly authorized representative, agents or where the consignment note is issued by a private carrier (other than a vehicle belonging to the owner of goods) or freight broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

(AIMU) EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

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

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions and a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE
This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith
1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
1.1 any chemical, biological, bio-chemical or electromagnetic weapon
1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

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**Resolving Issues**

If the Insured is dissatisfied with the service received from the Insurer, then the following procedure may be followed for resolving issues.

The Insured shall include the policy number in any communication with the Insurer as this will help the Insurer to deal with the issues more efficiently. If the Insured is not having the policy number, the Branch Office of the Insurer can be contacted.

**First Step**
Initially, the Insured shall contact the Branch Manager/Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the policy.

**Second Step**
Naturally, it is hoped the issue can be resolved to the satisfaction of the Insured at the earlier stage itself. But if the Insured feels dissatisfied with the suggested resolution of the issue after contacting the local office, an e-mail can be sent to:

**Customer Care Cell**
Bajaj Allianz General Insurance Co. Ltd.
GE Plaza, Airport Road, Yerawada
Pune 411 006
E-mail: customerscare@bajajallianz.co.in

If you are still not satisfied, you can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

<table>
<thead>
<tr>
<th>Office of the Ombudsman</th>
<th>Contact Details</th>
<th>Areas of Jurisdiction</th>
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<tbody>
<tr>
<td>AHMEDABAD</td>
<td>Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.: 079-27546840 Fax : 079-27546142 Email <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a></td>
<td>Gujarat, UT of Dadra &amp; Nagar Haveli, Daman and Diu</td>
</tr>
<tr>
<td>BHOPAL</td>
<td>Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.: 0755-2569201 Fax: 0755-2769203 Email <a href="mailto:bimalokpalbhopal@airtel.in">bimalokpalbhopal@airtel.in</a></td>
<td>Madhya Pradesh &amp; Chhattisgarh</td>
</tr>
<tr>
<td>BHUBANESHWAR</td>
<td>Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park,BHUBANESHWAR-751 009. Tel.: 0674-2596455 Fax : 0674-2596429 Email <a href="mailto:iobbsr@dataone.in">iobbsr@dataone.in</a></td>
<td>Orissa</td>
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<tr>
<td>CHANDIGARH</td>
<td>Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.: 0172-2706468 Fax : 0172-2708274 Email <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a></td>
<td>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, UT of Chandigarh</td>
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<tr>
<td>City</td>
<td>Insurance Ombudsman, Office of the Insurance Ombudsman, Address and Contact Information</td>
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<td>CHENNAI</td>
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<td>Delhi &amp; Rajasthan</td>
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<td>GUWAHATI</td>
<td>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</td>
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<td>HYDERABAD</td>
<td>Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry</td>
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<tr>
<td>KOCHI</td>
<td>Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry</td>
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<td>KOLKATA</td>
<td>West Bengal, Bihar, Jharkhand and UT of Andaman &amp; Nicobar Islands, Sikkim</td>
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<td>LUCKNOW</td>
<td>Uttar Pradesh and Uttarakhand</td>
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<td>MUMBAI</td>
<td>Maharashtra, Goa</td>
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Note: Address and contact number of Governing Body of Insurance Council: Secretary General - Governing Body of Insurance Council
Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054
Tel. No.: 022 - 2610 6889, 26106245, Fax No.: 022 - 26106949, 2610 6052,
E-mail ID: inscoun@vsnl.net