



**MAGMA**  
General Insurance Limited

# **Marine Cargo Open / Annual Turnover Policy (Retail) Policy Wording**

**MARINE CARGO OPEN / ANNUAL TURNOVER POLICY WORDING**

WHEREAS the ASSURED named in the Schedule hereto, have represented to the MAGMA GENERAL INSURANCE Limited (hereinafter called the "Company") that they are interested in or duly authorized to take the Insurance mentioned and described and have paid or agreed to pay the premium hereafter stated.

The Company hereby PROMISES AND AGREES with the Assured, their Executors, Administrators and Assignees that the Company will insure against loss damage liability or expenses subject to the clauses, endorsements, conditions and warranties contained in the Schedule.

**COVERAGE AND CLAUSES**

**Attached below is the List of Clauses available under this Policy. Clauses specified in the Policy Schedule are applicable in Your Policy/Certificate of Insurance.**

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**COVERAGE CLAUSES**

**INSTITUTE CARGO CLAUSES (A) CL382 01/01/2009**

**RISKS COVERED**

**Risks**

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

**General Average**

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

**Both to Blame Collision Clause**

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

**EXCLUSIONS**

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

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



4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

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

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

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

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

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

5.

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

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

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

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

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

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

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

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

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

8.

8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

### **Termination of Contract of Carriage**

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

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

Or

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

### **Change of Voyage**

10.

10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### **Insurable Interest**

11.

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

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

#### **Forwarding Charges**

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

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

#### **Constructive Total Loss**

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

**Increased Value .**

14.

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

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

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

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

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

**BENEFIT OF INSURANCE**

15. This insurance

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

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

**MINIMISING LOSSES Duty of Assured**

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

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

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

**Waiver**

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

**AVOIDANCE OF DELAY**

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

## **LAW AND PRACTICE**

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

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

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## **INSTITUTE CARGO CLAUSES (B) CL383 01/01/2009**

### **RISKS COVERED**

#### **Risks**

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

#### **General Average**

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

#### **Both to Blame Collision Clause**

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

### **EXCLUSIONS**

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

- 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.

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

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

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

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

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



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

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

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

7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

8.

8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter 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 subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

### **Termination of Contract of Carriage**

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

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

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

**Change of Voyage: 10.**

10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

**CLAIMS**

**Insurable Interest 11.**

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

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

**Forwarding Charges**

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

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

**Constructive Total Loss**

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost

of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

#### **Increased Value**

14.

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

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

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

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

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

#### **BENEFIT OF INSURANCE**

15. This insurance

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

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

#### **MINIMISING LOSSES Duty of Assured**

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

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

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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### **INSTITUTE CARGO CLAUSES (C) CL384 01/01/2009**

#### **RISKS COVERED**

##### **Risks**

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

##### **General Average**

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

##### **Both to Blame Collision Clause**

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

#### **EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1 loss damage or expense attributable to willful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this



insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

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

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

4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

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

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.

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

5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

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

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

6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

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

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

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

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

- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

8.

8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

### **Termination of Contract of Carriage**

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

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

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

#### **Change of Voyage 10.**

10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### **CLAIMS**

##### **Insurable Interest 11.**

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

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

##### **Forwarding Charges**

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

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

##### **Constructive Total Loss**

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

##### **Increased Value**

14.

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

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

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

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

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

#### **BENEFIT OF INSURANCE**

15. This insurance

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

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

#### **MINIMISING LOSSES Duty of Assured**

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

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

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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



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

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### **INSTITUTE WAR CLAUSES (CARGO) CL385 01/01/2009**

#### **RISKS COVERED**

##### **Risks**

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

##### **General Average**

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

#### **EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

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

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

3.8 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4.

4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## **DURATION**

### **Transit Clause**

5.

5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and

5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,

whichever shall first occur; nevertheless,

subject to prompt notice to the Insurers and to an additional premium, such insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and



5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or  
on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.

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

5.2.1 where the on-carriage is by overseas vessel this insurance continues subject to the terms of these Clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter this insurance terminates in accordance with 5.1.4.

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

5.5 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage. (For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "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**

6.

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

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

### **CLAIMS**

#### **Insurable Interest**

8.

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

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

#### **Increased Value**

9.

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

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

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

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

on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

#### **BENEFIT OF INSURANCE**

10. This insurance

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

#### **MINIMISING LOSSES Duty of Assured**

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

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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**INSTITUTE STRIKES CLAUSES (CARGO) CL386 01/01/2009**

#### **RISKS COVERED**

### **Risks**

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

### **General Average**

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

### **EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8 any claim based upon loss of or frustration of the voyage or adventure
  - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

4.

4.1 In no case shall this insurance cover loss damage or expense arising from

4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein

4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract

4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## **DURATION**

### **Transit Clause 5.**

5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,

5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

5.1.4 on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overseaside from the overseaside vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

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

## **Termination of Contract of Carriage**

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

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

6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

### **Change of Voyage**

7.

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

### **CLAIMS**

#### **Insurable Interest 8.**

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

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

#### **Increased Value**

9.

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

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



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

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

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

#### **BENEFIT OF INSURANCE**

10. This insurance

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

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

#### **MINIMISING LOSSES Duty of Assured**

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

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

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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**INSTITUTE CARGO CLAUSES (AIR) (EXCLUDING SENDINGS BY POST) CL387 01/01/2009**

**RISKS COVERED**

**Risks**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 3, 4 and 5 below.

**Salvage Charges**

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

**EXCLUSIONS**

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

3.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

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

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

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

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

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

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

5.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

5.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

6.

6.1 Subject to Clause 9 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

6.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,

6.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the

contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

6.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

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

6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is

insured, this insurance, whilst remaining subject to termination as provided in Clauses 6.1.1 to 6.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

6.3 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

### **Termination of Contract of Carriage**

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur, or

7.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

### **Change of Transit**

8.

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

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

## **CLAIMS**

### **Insurable Interest**

9.

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

9.2 Subject to Clause 9.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Forwarding Charges**

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

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

### **Constructive Total Loss**

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

### **Increased Value**

12.

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

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

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

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

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

### **BENEFIT OF INSURANCE**

13. This insurance

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

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

### **MINIMISING LOSSES Duty of Assured**

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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### **INSTITUTE STRIKES CLAUSES (AIR CARGO) CL389 01/01/2009**

#### **RISKS COVERED**

##### **Risks**

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

##### **Salvage Charges**

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

### **EXCLUSIONS**

3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subjectmatter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subjectmatter insured in good faith under a binding contract.
- 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
- 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
- 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 3.9 any claim based upon loss of or frustration of the transit or adventure
- 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.11 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**

#### **Transit Clause 4.**

- 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other

conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either

4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,

4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

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

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

### **Termination of Contract of Carriage**

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

5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

### **Change of Transit**

6.

6.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such



agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## **CLAIMS**

### **Insurable Interest 7.**

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

7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Increased Value**

8.

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

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

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

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

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

## **BENEFIT OF INSURANCE**

9. This insurance

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

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

## **MINIMISING LOSSES Duty of Assured**

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

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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

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### **INSTITUTE WAR CLAUSES (AIR CARGO) (EXCLUDING SENDINGS BY POST) CL388 01/01/2009**

#### **RISKS COVERED**

##### **Risks**

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

##### **Salvage Charges**

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

#### **EXCLUSIONS**

3. In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

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

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)

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

3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subjectmatter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

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

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

3.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit

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

3.8 any claim based upon loss of or frustration of the transit or adventure

3.9 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**DURATION**

**Transit Clause 4.**

4.1 This insurance

4.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and

4.1.2 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless,

subject to prompt notice to the Insurers and to an additional premium, such insurance

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

4.1.4 terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at a substituted place of discharge, whichever shall first occur.

4.2 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 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subjectmatter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2

4.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or

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

4.3 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 this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches

4.3.1 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;

4.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter this insurance terminates in accordance with 4.1.4.

4.4 Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

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

## **Change of Transit**

5.

5.1 Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such

agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms. 5.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### **Insurable Interest 7.**

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

7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Increased Value**

#### **8.**

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

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

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

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

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

## **BENEFIT OF INSURANCE**

### **9. This insurance**

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

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

**MINIMISING LOSSES Duty of Assured**

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

**Waiver**

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

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

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

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

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**INSTITUTE WAR CLAUSES (SENDINGS BY POST) CL390 01/01/2009**

**RISKS COVERED**

**Risks**

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

**General Average**

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

## **EXCLUSIONS**

3. In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 any claim based upon loss of or frustration of the voyage or adventure
- 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **DURATION**

**Transit Clause 4.**

4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, 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**

**Insurable Interest 6.**

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

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

#### **BENEFIT OF INSURANCE**

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

#### **MINIMISING LOSSES Duty of Assured**

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

#### **Waiver**

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

#### **AVOIDANCE OF DELAY**

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

#### **LAW AND PRACTICE**

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

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### **INLAND TRANSIT (RAIL/ROAD) CLAUSE (A) (ALL RISKS) 2010**

#### **RISKS COVERED**

##### **Risks**

1. This insurance covers all risks of loss or damage to the subject matter insured except as excluded by the provisions of Clauses Nos.2,3,4 & 5 below.

#### **EXCLUSIONS**

##### **General Exclusion**

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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this



insurance (for the purpose of this clause “packing” shall be deemed to include stowage in container, land conveyance or railway wagon and “employees” shall not include independent contractors)

- 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.
- 2.6. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### **Unfitness of Container/Conveyance**

- 3. In no case shall this insurance cover loss damage or expense arising from
  - 3.1. Unfitness of container or land and/or rail conveyance and/or air conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

### **War Exclusion**

- 4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
  - 4.3. derelict mines bombs or other derelict weapons of war.

### **Strikes Exclusion**

- 5. In no case shall this insurance cover loss damage or expense
  - 5.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
  - 5.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
  - 5.3. caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4. caused by any person acting from a political, ideological or religious motive
  - 5.5. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide Clauses 5.1 to 5.4

### **DURATION**

#### **Transit 6.**

6.1. Subject to clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance “or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued” for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either

- 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
  - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4. 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
  - 6.1.5. in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy, or
  - 6.1.6. in respect of transit by Air only until expiry of 7 days after unloading the subject – matter insured from the aircraft at the final place of discharge.
  - 6.1.7. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter 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.

N.B. 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

N.B. 3. Transit by Air shall include incidental transit by road performed by Airport Authorities to or from Airport. 6.2. This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1 to 6.1.4 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of / from the exercise of a liberty granted to carriers under the contract of affreightment.

## **CLAIMS**

### **Insurable Interest 7.**

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

### **Constructive Total Loss**

- 8. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the

cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

#### **BENEFIT OF INSURANCE**

##### **Not to Inure**

9. This insurance

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

#### **MINIMISING LOSSES Duty of Assured**

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

- 10.1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and
- 10.2. to ensure that all right against carriers, bailees, couriers or other third parties are properly preserved and exercised by immediately 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**

11. 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**

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

#### **LAW AND PRACTICE**

##### **Jurisdiction Clause**

13. This insurance is subject to Indian law and practice

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### **INLAND TRANSIT (RAIL OR ROAD) CLAUSE (B) (Named Perils) 2010**

#### **RISKS COVERED**

##### **Risks**

1. This insurance covers, except as excluded by the provisions of Clauses 2, 3, 4 and 5 below, the risks of physical loss or damage to the insured goods caused by

- a)
  - i) Fire or Explosion
  - ii) Lightning
  - iii) breakage of bridges
  - iv) Earthquake and Volcanic eruption
  
- b)
  - i) collision with or by the carrying vehicle/ railway wagon ii) overturning of the carrying vehicle/ railway wagon iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

## **EXCLUSIONS**

### **General Exclusion**

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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and 'employees' shall not include independent contractors)
- 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.
- 2.6. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

### **Unfitness of Container/Conveyance**

3. In no case shall this insurance cover loss damage or expense arising from

- 3.1. Unfitness of container or land and/or rail conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading

### **War Exclusion**

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

- 4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

- 4.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
- 4.3. derelict mines bombs or other derelict weapons of war.

### **Strikes Exclusion**

- 5. In no case shall this insurance cover loss damage or expense
  - 5.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions
  - 5.2. resulting from strikes lock-outs, labour disturbances, riots or civil commotions
  - 5.3. caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 5.4. caused by any person acting from a political, ideological or religious motive.
  - 5.5. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

### **DURATION**

#### **Transit 6.**

6.1. Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either

- 6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or
  - 6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 6.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 6.1.4. 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
  - 6.1.5. in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy
  - 6.1.6. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter 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.

N.B. 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

6.2. This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

## **CLAIMS**

### **Insurable Interest 7.**

7.1. In order to recover under this insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

7.2. Subject to 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded unless the Assured were aware of the loss and underwriters were not.

### **Constructive Total Loss**

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

## **BENEFIT OF INSURANCE**

### **Not to Inure**

9. This insurance

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

9.2. shall not extend to or otherwise benefit the carrier or other bailees.

### **MINIMISING LOSSES Duty of Assured**

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

10.1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

10.2. to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by immediately 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**

11. 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**

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

**LAW AND PRACTICE**

**Jurisdiction**

13. This insurance is subject to Indian law and practice

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**INLAND TRANSIT (RAIL OR ROAD) CLAUSE (C) (Fire Risk Only) 2010**

**RISKS COVERED**

**Risks**

1. This insurance covers, except as excluded by the provisions of Clauses 2, 3, 4 and 5 below, the risks of physical loss or damage to the insured goods caused by
- a) Fire
  - b) Lightning

**EXCLUSIONS**

**General Exclusion**

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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in container, land conveyance or railway wagon and 'employees' shall not include independent contractors)
  - 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.
  - 2.6. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

2.7. deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

#### **Unfitness of Container/Conveyance**

3. In no case shall this insurance cover loss damage or expense arising from

3.1. Unfitness of container or land and/or rail conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading

#### **War Exclusion**

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

4.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

4.2. capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

4.3. derelict mines bombs or other derelict weapons of war.

#### **Strikes Exclusion**

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

5.1. caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

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

5.3. caused by any act/s of terrorism being an act of any person/s acting on behalf of, or in connection with, any organization/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

5.4. caused by any person acting from a political, ideological or religious motive.

5.5. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire Brigade, etc.) in connection with curbing and stopping what are excluded vide clauses 5.1 to 5.4

#### **DURATION**

##### **Transit 6.**

6.1. Subject to Clause 7 below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance "or from the time the courier collects the subject matter insured and Courier Receipt (s) thereof duly issued" for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any, and terminates either

6.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance, or

6.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or



- 6.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 6.1.4. 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
- 6.1.5. in respect of transit by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy
- 6.1.6. until delivery to the consignee at destination by the courier or on expiry of 7 days after the date of arrival of the subject matter 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.

N.B. 2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway out Agency.

6.2. This insurance shall remain in force (subject to termination as provided for in clauses 6.1.1. to 6.1.3 above) during delay beyond the control of the Assured, any deviation and forced delivery and during any variation of the transit arising out of/from the exercise of a liberty granted to carriers under the contract of affreightment.

## **CLAIMS**

### **Insurable Interest 7.**

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

### **Constructive Total Loss**

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

## **BENEFIT OF INSURANCE**

### **Not to Inure**

9. This insurance
- 9.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee

9.2. shall not extend to or otherwise benefit the carrier or other bailees.

#### **MINIMISING LOSSES Duty of Assured**

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

10.1. to take such measures as may be reasonable for the purpose of averting or minimizing such loss and

10.2. to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by immediately 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**

11. 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**

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

#### **LAW AND PRACTICE**

##### **Jurisdiction**

13. This insurance is subject to Indian law and practice

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### **STRIKES RIOTS AND CIVIL COMMOTION CLAUSE (INLAND TRANSIT NOT IN CONJUNCTION WITH OCEAN GOING VOYAGE)**

#### **RISKS COVERED**

##### **Risks**

1. Subject otherwise to the terms, conditions and warranties of the Policy on goods against transit risks, 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 act/s of terrorism being an act/s of any person/s acting on behalf of, or in connection with, any organisation/s which carries/carry out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted

1.3. caused by any person/s acting from a political, ideological or religious motive.

- 1.4. caused by the intervention of government authorities (for e.g. Armed & Paramilitary forces, Police force, Fire brigade, etc.) in connection with curbing and stopping what are covered by Clauses 1.1 to 1.3 above;

## **EXCLUSIONS**

### **General Exclusions**

2. In no case shall this insurance cover
  - 2.1. loss damage or expense proximately caused by delay, inherent vice or nature of the subject matter insured
  - 2.2. loss damage or expense proximately caused by the absence, shortage or withholding of labour of any description whatsoever during any strike, lockout labour disturbance, riot or civil commotion.
  - 2.3. any claim for expenses arising from delay or other consequential or indirect loss or damage of any kind
  - 2.4. loss damage or expenses caused by hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power

### **Law and Practice**

This Insurance is subject to Indian law and practice.

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## **GENERAL EXCLUSIONS/CLAUSES**

### **INSTITUTE CLASSIFICATION CLAUSE CL354 01/01/2001**

### **QUALIFYING VESSELS**

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

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable 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 specific 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 within the port area.

**NATIONAL FLAG SOCIETY**

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

**PROMPT NOTICE**

5. Where this insurance requires the 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.

\*For a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

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**CARGO ISM ENDORSEMENT JC98/019 01/05/1998**

Applicable to shipments on board Ro-Ro passenger ferries.

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

1. Passenger vessels transporting more than 12 passengers and
2. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units 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 the 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:

- (a) Either that such vessel was not certified in accordance with the ISM Code.

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

This 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.

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**CARGO ISM FORWARDING CHARGES CLAUSE JC98/023 04/06/1998 (For use only with JCC Cargo  
ISM Endorsement JC98/019)**

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, 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 following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either (a) to such vessel not being certified in accordance with the ISM Code

Or

(b) to a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC 98/019.

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**CARGO ISPS ENDORSEMENT JC2004/050**

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International Ship and Port Facility Security (ISPS) Code when, at the 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 that such vessel was not certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

This 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.

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**CARGO ISPS FORWARDING CHARGES CLAUSE JC2004/050B (For use only with JCC Cargo ISPS  
Endorsement (JC2004/050))**

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, 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 following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to such vessel not being certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISPS Endorsement.

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**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND  
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE CL370 10/11/2003**

**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
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

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**POLLUTION & CONTAMINATION EXCLUSION CLAUSES**

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 a peril insured against

- (b) any of the insured perils 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.
- (iii) Any liability in connection with disposed or dumped waste materials or substances.

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**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE CL380 10/11/03**

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

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

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**SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100**

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

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**CARGO TERMINATION OF STORAGE IN TRANSIT CLAUSE 2009 (AMENDED)**

**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 whilst being warehoused and/or stored, this cover is conditional upon such warehousing and/or storage 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,
- 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,  
or
- 1.4 in the respect of marine transits, on the expiry of 60 days (Duration Clause) plus \_\_ days (as specified in the Schedule) after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, 1.5 in respect of air transits, on the expiry of 30 days (Duration Clause) plus \_\_ days (as specified in the Schedule) after unloading the subject-matter insured from the aircraft at the final airport of discharge.
- 1.6 in respect of rail/road transits, on the expiry of 7 days (Duration Clause) plus \_\_ days (as specified in the Schedule) after unloading the subject matter insured at the final place of discharge, whichever shall first occur.

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

The cover afforded under the extended period as agreed in this endorsement shall be subject to the terms and conditions of the current London Institute Clauses excluding Terrorism.

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#### **CARGO TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009 (JC2009/056)**

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

1. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: either
  - 1.1 as per the transit clauses contained within the contract of insurance, or
  - 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance,



which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or

1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

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

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

whichever shall first occur.

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

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#### **POLITICAL RISK, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION CLAUSE**

1. This contract excludes any loss, liability, damage or expense arising from the following:

1.1 All forms of Contract Frustration Business including but not limited to non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities.

1.2 Default under a lease, or any other form of financing contract.

1.3 Inability of an assured to recover funds or another consideration advanced under a contract to supply goods or services.

1.4 Any form of Financial Guarantee, Surety or Credit indemnity, other than Salvage Guarantees.

1.5 Confiscation, Nationalisation, Expropriation, Deprivation, unless such losses would be recoverable under the Institute War Clauses and/or the War sections of the relevant Institute War and Strikes Clauses or relevant London Aviation Clauses in current use at the inception of this contract, or at the time when war risks cover would have commenced under the original insurance within the terms of these clauses, whichever is the earlier, except that if the risks of war are covered in the original policy (ies) under clauses approved by the London Hull War Risks Joint Sub-Committee, or in respect of cargo interests under the Standard War Risks clause of any country which complies with the limitations of the United Kingdom Waterborne Agreement, the foregoing proviso shall not apply.

1.6 The departure of the Assured's and/or project management personnel from any country, project or site in circumstances where:

1.6.1 such personnel have been advised by their own Government(s) (or officially credited representatives(s) thereof) to evacuate the country or region thereof;

OR

1.6.2 The Assured's most senior manager in any country (or if absent, his appointed deputy) has determined that conditions local to any project or site have reached a state of political

instability which could reasonably be interpreted as endangering the lives and/or physical well-being of such personnel and has issued instructions for their evacuation.

2. Notwithstanding the aforementioned it is understood and agreed that exclusion 1.6 shall not apply where coverage has been provided on an incidental basis as part of a (cargo and/or specie) package policy underwritten on an inclusive policy wording.

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### **ELECTRONIC DATE RECOGNITION ENDORSEMENT - C (XLEDRC)**

This endorsement shall prevail notwithstanding any provision whether written typed or printed in this contract inconsistent herewith.

1. This contract does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly, with;
  - a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming, whether or not belonging to or in the possession of the direct Assured;
    - i) correctly and unambiguously to assign any date to the correct day, week, year or century, ii) correctly to recognise sequence or compute any date which is or is intended to be beyond 31 December 1998, iii) to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1 January 1999;
  - b) the use of any arbitrary, ambiguous or incompletely defined date or date-like code in any data, software or embedded programming;
  - c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimising any of the above.
2. Notwithstanding 1.a) and 1.b.) above, this contract shall be extended to include;
  - a) loss or damage arising from physical loss of or physical damage to tangible property;
  - b) liability for actual or alleged bodily injury;
  - c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property; provided that such loss, damage or liability above is within the terms conditions and exclusions of the original policy(ies) or contract(s).
3. For the purposes of 2. above, tangible property shall not include;
  - a) any data or embedded programming however stored or conveyed;
  - b) any computer or electronic device or component or system or software, other than where such property forms part of an insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.
4. This endorsement shall not include loss, damage, liability or expense arising from any contract solely designed to cover losses arising from any matter referred to in 1. above.

5. In calculating the net loss under this contract the reassured shall not treat any matter referred to in this endorsement as a basis for aggregation or in itself as an event or cause for the purpose of aggregation.

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### **INFORMATION TECHNOLOGY HAZARDS CLAUSE XL 2002/03**

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of:

- loss of, or damage to, or
- a reduction or alteration in the functionality or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not, shall not be aggregated.

If such losses are caused directly by one or more of the following physical perils, namely theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow, then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

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## **GENERAL CONDITIONS**

### **OPEN DECLARATION CLAUSE [Applicable for Marine Open Declaration Policy]**

It is a condition of this policy that the Assured is bound to declare each and every shipment or sending or risk without exception falling within the terms of this policy whether arrived or not, the underwriters/insurers being bound to accept same up to but not exceeding the limit specified herein. Monthly declaration of all shipments has to be submitted as per basis of valuation of the policy by the insured to insurer in agreed format by 15th of succeeding month providing all transit particulars per consignment/dispatch. In addition to the above, the Assured has to ensure adequacy of sum insured at all times &/or adequate sum insured should be available for the relevant dispatch as on date of AWB/BL/RR/CN/LR as applicable.

**PREMIUM ADJUSTMENT CLAUSE [Applicable for Marine Open Declaration Policy]**

It is further agreed that the policy would be adjusted (downward only in view of premium payment regulation) on the basis of the actual transit value declared as per the basis of valuation mentioned in the policy (i.e. if the basis of valuation is Invoice plus 10%, then Assured will declare total sales on 110% basis). In the event of cancellation of policy by either party as per the cancellation clause, pro-rata refund of premium will be made. However, in the event of unutilized balance sum insured remained after expiry of the policy due to declaration, a minimum retention of 70% (or as specified in the Schedule) of the deposit premium shall be made under the policy. In case of assured claiming a refund for more than 25% of the deposit premium after expiry of the policy for unutilized balance sum insured, the insurer shall reserve the right to request insured to produce a certificate from an independent chartered accountant or audit firm certifying the actual insurable value of goods during the policy period.

**OVER DECLARATION CLAUSE [Applicable for Marine Open Declaration Policy]**

No liability to attach in respect of declarations in excess of amount insured by this open policy or subsequent endorsements.

**SALES TURNOVER CLAUSE [Applicable for Policy based on Sales Turnover]**

This policy is issued on Sales Turnover basis where the premium has been collected or the rate is chargeable only upon the Estimated Annual Sales Turnover of the Assured. It is hereby declared and agreed that besides Sales, the inputs – raw material and other items which go into the making of the output - either locally procured or imported, inter-depot movement, return transit, as enumerated in the policy, are also covered under the policy. However, purchase of capital goods, containers, movement of capital goods can be covered with separate declaration and at payment of additional premium under the policy. Premium would be paid to the Insurer on agreed intervals.

**DECLARATION CLAUSE [Applicable for Policy based on Sales Turnover]**

It is agreed that the Assured will declare their Quarterly Sales figures as per basis of valuation mentioned in policy (i.e. if the basis of valuation is Invoice plus 10%, then Assured will declare total sales on 110% basis) and Capital Goods/Duty Sum Insured (if opted) to be declared separately on actual basis. In addition to the above, the Assured has to ensure adequacy of Sum Insured at all times in view of premium payment regulation.

**PREMIUM ADJUSTMENT CLAUSE [Applicable for Policy based on Sales Turnover]**

It is further agreed that the final adjustment of the premium would be done after the expiry of the policy and the policy would be adjusted (downward only in view of premium payment regulation – Section 64 VB of

Insurance Act) on the basis of the actual final Sales Turnover (as per basis of valuation mentioned in the policy) achieved by the Assured subject to retention of 70% (or as specified in the Schedule) minimum deposit premium. For claiming refund, actual sales turnover achieved during the policy period, as certified by insured's Auditors or published in their audited Annual Report should be submitted.

#### **OVER DECLARATION CLAUSE [Applicable for Policy based on Sales Turnover]**

No liability to attach in respect of declarations in excess of amount insured by this open policy or subsequent endorsements.

#### **LIMITATION OF LIABILITY (INLAND TRANSIT) CLAUSE**

The liability of the insurer shall be limited to 75% of the assessed loss (or as Specified in the Schedule) 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.

#### **PER SENDING LIMIT (PSL)/PER BOTTOM LIMIT**

Notwithstanding anything to contrary contained in this contract the limit of the Company's liability in respect of any one accident or series of accidents arising from the same event shall not exceed the amount as specified in the schedule of the policy Shipment values exceeding this limit unless prior notice is given to the company suitable amendments have been made in the policy insured will be self-insurer and for partial losses condition of average will be applicable at time of claim.

#### **LOCATION LIMIT/PER LOCATION LIMIT**

Notwithstanding anything to the contrary stated herein, in the event of loss and/or damage to the subject matter insured or any expense incurred by way of sue and labour, the total liability of the company in any particular location, for all the insured consignments covered under this Policy in respect of any one accident/occurrence or a series of accidents and/or occurrences arising out of the same event, shall not exceed and shall be limited to the amount as mentioned in the Schedule.

This denotes accumulation of all shipments at any one place at any one time. If such accumulations do take place exceeding the location limit, unless prior notice is given to the company & suitable amendments have been made in the policy, condition of average will be applicable at time of claim.

#### **CANCELLATION CLAUSE**

This Policy may be cancelled by either the Company or the Assured giving 30 days notice in writing to take effect from the midnight of the date of notice but risks covered by Institute War Clauses may be cancelled at seven days notice (as per Paramount War Clause) and risks covered by the Institute Strikes Clauses/Strikes, Commotion Clause-Inland Transit may be cancelled at seven days notice, or at forty-eight hour notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is received but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective. The Company may terminate the contract on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Assured by giving notice as mentioned in the above paragraph and there would be no refund of premium.

#### **PARAMOUNT WAR CLAUSE**

War risks in respect of cargo interests are covered as in the original policy subject to the limitations of the United Kingdom Waterborne Agreement dated 1.1.1982 and any subsequent amendment thereto. 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.

#### **INSTITUTE REVISION CLAUSE**

The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that the Company shall have given at least 30 days' notice thereof, then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice.

#### **SUBROGATION CLAUSE**

The Insured/Claimant under this Policy shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

#### **CONTRIBUTION CLAUSE**

If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same

property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

#### **INSPECTION OF RECORDS CLAUSE**

The Company or a person appointed by the Company may examine the books and records of the Assured as far as they relate to the subject matter of this insurance at any time during business hours while this insurance is in force and for twelve months after termination.

#### **IMPORTANT NOTICE CLAUSE**

##### **Procedure in the event of Loss or Damage for which Underwriters may be liable**

##### **Liability of Carriers, Bailees or other Third Parties**

##### **For Ocean Shipments**

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. To apply immediately for survey by Carriers, or other Bailees' Representatives, if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage as found at such survey.
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. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.

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.
6. To take examined delivery from the Carriers of packages which are outwardly damaged or appear to have been tampered with and obtain a Damage and/or Shortage Certificate from them. If any package appears to be deficient in weight, to take weightment/examined delivery from Carriers and an appropriate Certificates.
7. To issue Notices of claim against Carriers, Bailees or Third Parties by Registered Post with Acknowledgement Due Card

Note: The consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

##### **Documentation of claims**

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

1. Original Policy or Certificate of Insurance.
2. Original or copy of Shipping invoices and Packing list and of Shipping Specification and / or weightment notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report or other documentary evidence (Damage/Non-Delivery Certificate) to show the extent of the loss or damage.
5. Landing Remarks and weightment notes, Remarks Lists at final destination.
6. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage along with copies of Notice of claim on the Carriers/Third parties and Received A/D Card/Postal Registration receipt.

#### **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 representative at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

#### **For Inland Despatches**

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

In particular, the Assured or their Agents/Consignees must:

1. under no circumstances, given clean receipts to the Carriers in respect of packages which are offered to them for delivery in a doubtful condition, except under written protest.
2. take examined delivery from the Carriers of any packages which are outwardly damaged or appear to have been tampered with and obtain a Certificate of Damage and/or Shortage from the Carriers, if the Carriers should refuse to grant examined delivery, suitable remarks as to the condition of the packages and the contents thereof should be made in the Railway Station Delivery Book or on the negotiable copy of the Consignment Note in the case of despatches by Road/Aircraft.
3. take weighment/examined delivery of any packages which are in an outwardly sound condition, but deficient in weight, as compared with the booked weight, and obtain a Certificate of Shortage from Carriers, if deficiency in weight is proved.
4. issue notice of claim against the Carriers by Registered Post A/D.

Note: The Company's liability shall succeed and not in any way supersede that of the Carriers, Bailees or other third parties concerned.

#### **Documentation of claims**

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



1. Original policy or Certificate of Insurance.
2. Originals or copies of the Supply Invoice and Packing / Weight specifications.
3. The negotiable or other copy of the Carriers' Receipt and/or the original of the Carriers' Certificate of non-delivery or Certificate of Damage and / or Shortage.
4. Survey Report or other documentary evidence of the loss or damage.
5. Copies of Notices of Claim against the Carriers and other Third Parties together with the relative Postal Registration Receipts and receipted A/D Cards and copies of all subsequent correspondence exchanged with them.
6. Claim Bill.

In the event of loss of or damage to the interest insured whilst in the custody of the Carriers, a proper notice of claim, specifying details of the consignment, full booking particulars, the nature and extent of loss / damage and the amount of compensation, with COPIES of the relative Supply Invoice and the Carrier's Certificate of Nondelivery or Certificate of Damage and/or Shortage, must be issued against.

a. The General Managers or Chief Commercial Superintendents of the Railway Administrations on which the booking and destination stations lie within 6 months from the date of booking in terms of section 106 of the Indian Railways (Amendment) Act,

1989 (Subject to amendments to the Indian Railway Act); or

b. The Owners of the Inland Vessels or the Road Carriers concerned (booking and destination offices) within 6 months from the date of booking in terms of Section 10 of the Carriers' Act 1865; or

c. The Air Carriers concerned, within 7 days from the date of delivery of the goods at destination or, in the case of Non-delivery, within 14 days from the date of booking, in terms of Rule 26(2) chapter III of the Indian Carriage by Air Act; or d. The Postal Authorities concerned within 6 months from the date of booking.

Notice of claim as above should be served by the actual owners of the goods (consignors of consignees as the case may be) such notice should specify that they are also being served on behalf of the Insurers.

The Postal Registration Receipts and receipted A/D Cards relative to such notices of claim, also any official acknowledgements / replies from the Carriers should be carefully preserved.

The originals of the Carriers' Receipt or Certificate of Non-delivery or Certificate of Damage and/or shortage must not be surrendered to the Carriers without prior reference to the Company.

Note: For legal interpretation English version will hold good.

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### **CLAIM NOTIFICATION PROCEDURE**

In the event of loss and/or damage, which may give rise to a claim under this insurance, the Insured and/or the claimants shall observe and comply with the claims Notification procedures herein attached as a condition

precedent to liability. In the event of loss or damage which may involve a claim under this insurance policy, notification should be given to insurers in reasonable time from date of delivery of consignment.

Documentation for Claim Settlement:

- 1) Original Invoice
- 2) Original Goods Receipt
- 3) Bill of Lading/AWB/LR/RR/CN as applicable
- 4) Notice on Carrier
- 5) Acknowledgement receipt by carrier
- 6) Reply of transporter
- 7) Damage Certificate
- 8) Letter of Subrogation
- 9) Claim Bill
- 10) Claim form
- 11) Police First Information Report in case of hijack/Theft or Non-Delivery claims 12) Police final Report is required for hijack/Theft or Non-Delivery claims.
- 13) Any other document relevant to particular claim as required by the Surveyor

#### **SALVAGE CLAUSE**

Salvage is the amount that is assessed which the damaged asset will fetch in the open market. This amount is deducted from the claim amount.

#### **ARBITRATION**

**For Individual insured and their families** – Arbitration Clause is not applicable.

**For other insureds such as entities other than individuals and will include firms, companies, trusts etc.**

**Arbitration Clause** – “The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### **RENEWAL NOTICE**

The Company shall not be bound to issue any renewal notice nor shall be bound to accept the renewal premium thereunder.

#### **POLICY DISPUTES**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### **GOVERNING LAW & JURISDICTION**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law and subject to the exclusive jurisdiction of the courts of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

#### **FRAUD / FRAUDULENT CLAIMS**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

If a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of Arbitration taking place as provided herein within three months after the Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

#### **CUSTOMER SERVICE**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

#### **GRIEVANCE REDRESSAL PROCEDURE**

At the outset, we thank you for choosing Magma General Insurance Limited as your insurance provider and hope we are able to meet and exceed your expectations. We also hope that the policy delivered to you is in line with your proposal for insurance. We want to reiterate that providing top class customer service is our motto and we are committed to deliver the same. In case you have any queries/ requests/ clarifications, you can get in touch with our nearest branch or your insurance agent for the same. We request you to quote your policy number in all your communications to us.

In case, you remain dissatisfied with our response, we have a defined grievance handling procedure as below:

The Grievance Redressed Cell of the Company looks into complaints from policyholders. Insured may approach the person nominated as 'Grievance Redressed Officer' with the details of their grievance:

Please write to us at [customercare@magmainurance.com](mailto:customercare@magmainurance.com), or at the following address:

**Customer Service Officer**

Magma General Insurance Limited

Equinox Business Park

Unit No. 1B & 2B, 2<sup>nd</sup> Floor, Tower 3, LBS Marg, Kurla (West), Mumbai-400070

An acknowledgement will be sent from the Grievance Redressed Cell within 3 days of receipt of any complaint. Every complaint will be registered, numbered, internally assigned, investigated and the Company's response notified within 15 days of receipt of complaint.

Grievance may also be logged at IRDAI Integrated Grievance Management system:

<https://bimabharosa.irdai.gov.in>

Further, the Insured may approach the nearest Insurance Ombudsman for redressal of the grievance, if he / she remains dissatisfied with the resolution provided by The Company. List of Ombudsman offices with contact details are attached for ready reference. You may approach the office of Insurance Ombudsman once the stipulated period of 30 days from date of filing the complaint is over. For updated status, please refer to websites [www.irdai.gov.in](http://www.irdai.gov.in) or <https://www.cioins.co.in/>

Office of the Ombudsman	Contact Details	Jurisdiction
<b>AHMEDABAD</b>	Shri Collu Vikas Rao  Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat and Union Territories of Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Mr Vipin Anand  Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka

<b>BHOPAL</b>	<p>Shri R. M. Singh</p> <p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in</p>	Madhya Pradesh and Chhattisgarh.
<b>BHUBANESHWAR</b>	<p>Shri Manoj Kumar Parida</p> <p>Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	Odisha
<b>CHANDIGARH</b>	<p>Mr Atul Jerath</p> <p>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in</p>	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	<p>Shri Somnath Ghosh</p> <p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in</p>	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
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<b>JAIPUR</b>	<p>Shri Rajiv Dutt Sharma</p> <p>Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan</p>
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<b>KOLKATA</b>	<p>Ms Kiran Sahdev</p> <p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim and Union Territories of Andaman and Nicobar Islands.</p>

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<b>NOIDA</b>	<p>Shri Bimbadhar Pradhan</p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P- 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur</p>

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