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INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

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

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

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

EXCLUSIONS

4 In no case shall this insurance cover

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

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

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

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

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

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

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

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

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

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 terrorist or any person acting from a political motive.

DURATION
8     8.1 This insurance attaches from the time the goods leave the warehouse or
      place of storage at the place named herein for the commencement of the
      transit, continues during the ordinary course of transit and terminates
      either
      8.1.1 on delivery to the Consignees' or other final warehouse or place of
      storage at the destination named herein,
      8.1.2 on delivery to any other warehouse or place of storage, whether prior to
      or at the destination named herein, which the Assured elect to use
      either
      8.1.2.1 for storage other than in the ordinary course of transit or
      8.1.2.2 for allocation or distribution,
      or
      8.1.3 on the expiry of 60 days after completion of discharge overside of the
      goods hereby insured from the oversea vessel at the final port of
      discharge,
      whichever shall first occur.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

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

RISKS COVERED

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

   1.1 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.

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

EXCLUSIONS

3. In no case shall this insurance cover

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

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

   3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

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

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

   3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

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

   4.1 unseaworthiness of vessel or craft

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

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

DURATION

5. 5.1 This insurance

Transit Clause

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

and

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

or

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

whichever shall first occur;

nevertheless,

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

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

and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,

or

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

whichever shall first occur.

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

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

or

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

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

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

5.3.2 in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge,

thereafter such insurance terminates in accordance with 5.1.4.

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

5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreigment.

(For the purpose of Clause 5

"arrival" shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge.

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

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

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

CLAIMS

8. In order to recover under this insurance the Assured must have an insurable interest

Change of Voyage

Clause

Voyage

Change

Insurable Interest
in the subject-matter insured at the time of the loss.

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

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

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

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

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

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

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

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

and

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.
1/1/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

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

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

EXCLUSIONS

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

DURATION

5 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either:
   5.1 on delivery to the Consignees or other final warehouse or place of storage at the destination named herein,
   5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
   5.1.2.1 for storage other than in the ordinary course of transit or
   5.1.2.2 for allocation or distribution,
   5.1.3 on the expiry of 60 days after completion of discharge overboard of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur
   5.2 If, after discharge overboard from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination
5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during the period of transit beyond the control to the Assured, and any delay beyond the control to the Assured, any destruction, theft, loss, breakdown, renovation or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

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

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

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

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

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

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

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

9.2 Where this insurance is on increased value the following clause shall apply:

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

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

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

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

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

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

LAW AND PRACTICE
14
This insurance is subject to English law and practice.

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

CL 256.
INSTITUTE STRIKES CLAUSES (AIR CARGO)

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

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

DURATION
3. 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
   3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
   3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
   3.1.2.1 for storage other than in the ordinary course of transit or
   3.1.2.2 for allocation or distribution
   3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
   3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

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

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

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

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

CLUS

6. 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.

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

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

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

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

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

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

BENEFIT OF INSURANCE

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

9. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
   
   9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
   9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

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

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

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 500gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500gt 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.
INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

QUALIFYING VESSELS

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

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.
2.1 Vessels or combination carriers 15 years of age or older vessels over 15 years of age unless they:
2.2 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
2.3 were constructed as container ships, vehicle carriers or double-skin open-hatch gasket crane vessels (OHCs) 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 20 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.
10/11/2003

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

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

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

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

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

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

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Disclaimer: In the event of any error in the electronic version of the Institute Clause no liability falls on the copyright holder International Underwriting Association (IUA) of London.
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. Institute Radioactive Contamination,

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL370,10/11/03)

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

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

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

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

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon
TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

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

   either

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee’s or other final warehouse or place of storage at the destination named herein,
1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named therein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

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

3 This clause is subject to English law and practice.
In case of damage / theft:

a) the insured party must immediately advise the our Company;

b) the insured party must note any reserves or exceptions on the freight arrival/delivery documents. Under no circumstances should these documents be rendered to the airlines/port or Customs authorities without these reserves being noted;

c) in the case where delivery is made via container, the insured party or their authorised representative must immediately examine the physical state of the container as well as the containers’ seals. If the container is delivered with damages or with the seals that are either missing, tampered with or that have different serial numbers than those listed on the shipping documents at the time of loading, the insured party or their authorised representative must note this fact on the delivery receipt, photograph the irregularity and keep the tampered or irregular seals for further identification;

d) in case of visible damage to the cargo units (pallets, containers, trunks, crates, etc.), or damage to cartons (or any packaging discrepancies), the insured party or their authorised representative must note this fact on the delivery receipt, photograph the irregularity and inform our Company before opening the cargo unit. Our Company will then advise further instructions;

e) the insured party must not modify, unless to safeguard the goods or other justifiable reason, the state of the vehicle, cargo load or evidence of the damage before the intervention of an official Surveyor designated by our Company, that will ascertain the nature, cause and extent of the damage;

f) The insured party must provide for the recovery and conservation of the transported goods ensuring as far as possible that the damage is contained; our Company reserves the right to intervene directly in this case, without prejudicing it’s respective rights and where it’s actions do not influence the juridical nature of the goods;

g) the insured party must ensure that all necessary provisions are made in order to limit or diminish the risk of damage.

h) the insured party must fulfil all acts; at our Company’s request that assumes all connected obligations and responsibilities, that are considered necessary or appropriate and supply our Company with any document that is deemed relevant;

i) the insured party must abstain from reaching an agreement and / or collecting damages from third parties that may be accountable, without prior written consent from our Company;

j) in the case of damages that are not recognisable at the moment of delivery (hidden damages), the requirements as listed above must be carried out as soon as the damage is discovered and within the claim time-frame. The time-frame for a claim starts when the goods are received and is 3 days for international maritime shipments, 7 days for international truck or rail shipments and 14 days for international air shipments.
In caso di sinistro:

a) l’assicurato deve darne immediatamente avviso alla nostra Società;

b) l’assicurato deve apporre le debite riserve sui documenti di consegna della merce (exceptions on the POD). In nessun caso dovranno essere rilasciate a vettore/Autorità portuali e/o doganali ricevute prive delle dovute osservazioni;

c) in caso di consegna a mezzo container, l’assicurato o chi agisce per suo conto dovrà esaminare immediatamente lo stato del container e dei sigilli apposti sullo stesso. Se il container viene consegnato danneggiato o con i sigilli manomessi o mancanti, ovvero diversi da quelli precisati nel documento d’imbarco, l’assicurato o chi agisce per suo conto deve annotare il fatto sulla ricevuta di consegna, fotografare le irregolarità e conservare gli eventuali sigilli imperfetti o irregolari per la successiva identificazione;

d) in caso di danno visibile alle unità di carico (pallets, contenitori, bauletti, casse, gabbie), o ai cartoni (anomalie agli imballi) l’assicurato o che agisce a suo nome deve annotare il fatto sulla ricevuta di consegna, fotografare le irregolarità ed informare la Società prima di aprire l’unità o i cartoni. La Società darà istruzioni sul da farsi;

e) l’assicurato non deve apportare, se non per il salvataggio della merce o per giustificati motivi, alcuna modifica allo stato del veicolo o del carico nonché alle tracce del sinistro prima dell’intervento del Commissario d’Avaria o Perito designato dalla nostra Società che conterrà la natura, la causa e l’entità del danno;

f) l’assicurato deve provvedere al recupero ed alla conservazione delle merci trasportate facendo il possibile per contenere il danno; la nostra Società ha facoltà di assumere qualsiasi iniziativa diretta a tale scopo, senza pregiudizio dei rispettivi diritti e senza che il suo intervento possa influire sulla situazione giuridica dei beni;

g) l’assicurato deve prendere i provvedimenti necessari per limitare il danno o diminuirlo;

h) l’assicurato deve compiere, a richiesta della nostra Società che se ne assume ogni onere e responsabilità, tutti gli atti che, fossero ritenuti necessari ed opportuni e fornire alla nostra Società ogni documento ritenuto utile;

i) astenersi dal transigere e/o riscuotere indennizzo alcuno da terzi responsabili, senza preventivo consenso scritto da parte della nostra Società;

j) in caso di danni non riconoscibili all’atto della consegna (danni occulti), gli adempimenti sopra elencati devono essere effettuati non appena scoperto il danno e comunque entro il termine di reclamo. Il termine di reclamo decorre dal ricevimento della merce ed è 3 giorni per i trasporti marittimi internazionali, 7 giorni per i trasporti internazionali a mezzo autocarro o ferrovia, 14 giorni dei trasporti internazionali a mezzo aereo.