



**AVEC INSURANCE
MANAGERS INC.**

MARINE CARGO OPEN POLICY

Policy No. AIMC 1847

Date of Issue: 09/05/2013

**INSURING COMPANY:
Northbridge General Insurance Corporation**

**INSURED:
Cargo Partners Network & its Members c/o Atlas Cargo**

**BROKER:
The CG&B Group Inc.**



MARINE CARGO OPEN POLICY

Policy No. AIMC 1847

Policy Status: New Renewal

Date of Issue: 09/05/2013

Broker:	The CG&B Group Inc.		
Name of Insured	Cargo Partners Network & its Members c/o Atlas Cargo		
Postal Address	6365 Northwest Drive, Mississauga, ON L4V 1J8		
Policy Period	09/03/2013 <small>MM/DD/YY</small>	TO	09/03/2014 <small>MM/DD/YY</small> 12:01 A.M. Standard time at the Postal Address of the named insured as stated herein.

NORTHBRIDGE GENERAL INSURANCE CORPORATION (hereinafter referred to as the Company), in consideration of premiums to be paid at rates set forth in the schedules attached hereto, or as may be agreed from time to time (prior to binding), does insure

Named Insured: Cargo Partners Network & its Members c/o Atlas Cargo
hereinafter called the Assured.

1) ASSIGNMENT

This policy shall be void if assigned or transferred without the written consent of the Company.

2) LOSS PAYEE

Loss, if any, payable to the Assured or order.

3) ATTACHMENT AND TERMINATION

This insurance attaches to shipments made on or after 12:01 am **September 3rd, 2013** and remains in force until cancelled by either party on 30 days written notice to the other; but cancellation shall not affect any transit risk on which this insurance has attached prior to the effective date of cancellation.

The Company however, may effect immediate cancellation by giving written notice thereof at any time when premiums have been due and unpaid for a period of thirty days or more. In either case such cancellation shall not effect any transit risk on which the insurance has attached prior to the effective date of such cancellation, but all risks insured on a time or location basis shall terminate as of the effective date of the policy cancellation.

4) GOODS INSURED

Upon lawful shipments of goods and merchandise consisting principally of: **General Merchandise, Household Goods and Personal Effects, Automobiles and Project Shipments which are subject to referral.**

a) made by the Assured, their own property or the property of others which they may be instructed to insure, such instructions to be given in writing prior to shipment, but excluding shipments sold on C&F (Cost and Freight) terms, or other terms which exclude marine insurance.

b) coming consigned to the Assured, or to others for account of the Assured; also to cover all shipments coming consigned to others which the Assured may be instructed to insure, such instructions to be given in writing prior to shipment, but excluding Such shipments as are brought on CIF (Cost, Insurance and Freight) terms, or other terms which include marine insurance.

5) LIMITS OF LIABILITY

The Company shall not be liable under this insurance for more than USD\$3,000,000 in respect of shipments by any one vessel and connecting conveyances, or in any one place at any one time, EXCEPT that in the following cases

liability shall be further limited to

- a) USD\$300,000 in respect of shipments stowed On Deck of any vessel and subject to an On Deck Bill of Lading.
- b) USD\$3,000,000 in respect of shipments by any one aircraft and connecting conveyances.
- c) USD\$1,000,000 in respect of any one shipment by motor/truck or railway car.

It is a condition of this insurance that when this policy is to cover shipments by barge as a principal conveyance, a surveyor appointed or approved by the Company shall approve the barge, tug, towing arrangements, weather, loading and stowage, prior to commencement of the voyage, unless such barge is operating as a common carrier.

If the total value at risk exceeds the limit of liability provided by this policy the Assured shall nevertheless report the full amount at risk to the Company and shall pay full premium thereon. Acceptance of such reports and premium by the Company shall not alter or increase the limit of liability of the Company, but the Company shall be liable for the full amount of covered loss up to but not exceeding the applicable limit of liability.

6) CONVEYANCES

Shipments are insured while in transit:

- a) by metal self propelled vessels and connecting conveyances; but excluding barges (unless limits shown in the limits of liability section), and sailing vessels with or without auxiliary power, except as a connecting conveyance;
- b) by aircraft and connecting conveyances.
- c) by common carrier or couriers, motor truck/trailer or railway car within Canada and/or U.S.A.

7) INSURING CONDITIONS

Covering All Risks of physical loss or damage subject to the following clauses:

Institute Cargo Clauses (A) 1.1.82
Institute Cargo Clauses (Air) 1.1.82
Institute War Clauses (Cargo) 1.1.82
Institute War Clauses (Air Cargo) (excluding sending by Post) 1.1.82
Institute Strike Clauses (Cargo) 1.1.82
Institute Strike Clauses (Air Cargo) 1.1.82
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause Endorsement
Institute Cyber Attack Exclusion Clause
Termination of Transit Clause (Terrorism)
Institute Classification Clause
Canadian/UN Sanctions Clause
Inland Transit Endorsement

Shipments on deck under an On Deck Bill of Lading are subject to the following clauses:

Institute Cargo Clauses (C) 1.1.82
Institute War Clauses (Cargo) 1.1.82
Institute Strike Clauses (Cargo) 1.1.82

8) GEOGRAPHICAL LIMITS

At and From: World to World including Inland Transit within Canada and United States of America

CERTAIN COUNTRIES MAY BE SUBJECT TO RESTRICTIVE LOCAL LEGISLATION AND/OR SUBJECT TO CANADIAN/UN SANCTIONS EMBARGO. PLEASE CONTACT YOUR INSURANCE BROKER FOR ADVICE.

9) UN SANCTIONS CLAUSE

Countries Subject to Trade Sanctions:

Canada, following United Nations resolutions has imposed export controls and trade sanctions on certain countries and organizations with respect to imports and exports of specific goods and commodities. Shipments of such prohibited goods are illegal and may not be insured under this policy, unless an exemption has been granted and an import or export permit issued by the Canadian Government for the shipment has been received by the Insured.

Information regarding organizations or countries subject to controls and/or sanctions is available at:
<http://www.international.gc.ca/sanctions/index>

10) VALUATION

Insured shipments are valued at amount of invoice (including all charges in the invoice), plus 10% of the sum insured of the foregoing item, unless otherwise provided by endorsement hereto.

Foreign currency to be converted into Canadian dollars at Bankers sight rate of exchange applicable to each invoice and/or credit and /or draft.

11) ACCUMULATION

Should there be an accumulation of interests beyond the limits expressed in this policy by reason of any interruption of transit beyond the control of the Assured, or by reason of any casualty or at a transhipping point or on a connecting steamer or conveyance, this policy shall attach for the full amount at risk (but in no event for more than twice the policy limit applicable to any one vessel) provided written notice be given to this Company as soon as such accumulation is known to the Assured.

12) PERILS

Touching the adventures and perils this Company is contented to bear, and takes upon itself, they are: of the seas, fire, assailing thieves, jettisons, barratry of the master and mariners, and all other like perils, losses and misfortunes, (illicit or contraband trade excepted in all cases) that have come to the hurt, detriment, or damage of the said goods and merchandise or any part thereof.

13) AVERAGE TERMS AND/OR ADDITIONAL PERILS

- a) Except while subject to an ON DECK Bill of Lading

In consideration of rates as may be agreed, goods and/or merchandise shipped in containers and/or vans and/or lighters aboard ships are insured subject to the provisions of this policy applying to under deck shipments even though stowed on deck, provided such shipments are carried under an optional Bill of Lading permitting the carrier to stow containers, vans or lighters under deck or on deck. Furthermore, coverage afforded under this clause shall include loss of or damage to goods in containers, vans or lighters jettisoned or lost overboard

- b) ON DECK shipments subject to an ON DECK Bill of Lading which must be so declared by the Assured: Free of Particular Average unless caused by the vessel being stranded, sunk, burnt, on fire or in collision, but including jettison and/or washing overboard irrespective of percentage.

- c) Shipments by Air, Mail and Parcel Post are insured against all risks of physical loss or damage from any external cause irrespective of percentage, excluding the risks expected by the F.C. & S. (Free of Capture and Seizure) Warranty and the S.R. & C.C. (Strikes Riots and Civil Commotions) Warranty incorporated in the conditions of this policy.

Note: Wherever the words ship, vessel, seaworthiness, ship or vessel owner, appear in this Policy (except in Clauses 6&7), they are deemed to include also the words aircraft, airworthiness, aircraft owner.

Warranted by the Assured that all mail and parcel post shipments shall comply strictly with the Postal regulations of the Countries to and from which they are mailed.

14) DUTY

This insurance also covers, subject to policy terms of average, the risk of partial loss by reason of perils insured against on the duties imposed on goods imported into Canada or the United States and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

Any limit of liability expressed in this policy shall be applied separately to such increased value.

The Assured warrants that on all risks insured hereunder a separate amount shall be reported sufficient to cover said duty, upon which the rate of premium shall be an agreed percentage of the merchandise rate.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Assurer so elects, surrender the merchandise to the customs authorities and recover duties thereon as provided by law, in which event the claim under this policy shall be only for a total loss of the merchandise so surrendered and expenses.

This insurance on duty and/or increased value shall terminate at the end of the import movement covered under this policy (including the Warehouse to Warehouse and/or Marine Extension Clauses if incorporated therein), but nothing contained in these clauses shall alter or affect any coverage granted elsewhere in the policy during the storage or transit subsequent thereto.

15) CONTAINER DEMURRAGE CHARGES

Notwithstanding anything to the contrary contained herein, it is understood and agreed that this policy is extended to cover demurrage and/or late penalties assessed against, and paid by, the Assured for late return of containers when said containers are retained by the Assured at the written instruction of the Company for inspection by the Companies surveyor in investigation of loss or damage recoverable under this policy. However, underwriters shall not be liable for any demurrage charges which may be assessed against the Assured for delay caused by strike, lockout, stoppings or restraints of labour for Master, Officers, and crew of the vessel or tugboat or pilots.

The time period for which the Company shall be liable for said charges and/or penalties shall begin at the time the Company instructs the Assured to retain the containers for inspections and at the time the Companies surveyor instructs the Assured to return the containers.

16) WAREHOUSE TO WAREHOUSE

This insurance attaches from the time the goods leave the Warehouse and/or Store at the place named in the policy for the commencement of transit, including customary transshipment, if any, until the goods are discharged over side from the overseas vessel at the final port. Thereafter the insurance continues whilst the goods are in

transit and/or awaiting transit until delivered to final destination named in the policy or until the expiry of 15 days (or 30 days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur. The time limits referred to above to be reckoned from midnight on the day on which the discharge overseas of the goods hereby insured from the overseas vessel is completed. Held covered at a premium to be arranged in the event of delay in excess of the above time limits arising from circumstances beyond the control of the Assured.

It is necessary for the Insured to give prompt notice to these Assurers when they become aware of an event for which they are held covered under this policy and the right to such cover is dependent on compliance with this obligation.

17) MARINE EXTENSION

Notwithstanding anything to the contrary contained in or endorsed on this policy, it is understood and agreed that in consideration of premium as agreed, the following terms and conditions shall apply to all shipments which become at risk hereunder.

- (1) This insurance attaches from the time the goods leave the warehouse at the place named in this policy, certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final warehouse at the destination named in the policy, certificate or declaration, or substituted destination as provided in Clause (8) hereunder.
- (2) This insurance specifically to cover the goods during:
 - a) deviation, delay, forced discharge, reshipment and transshipment.
 - b) any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.
- (3) In the event of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at final warehouse as provided in Clause 16. (1)
- (4) If while this insurance is still in force and before the expiry of 15 days from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge is completed, the goods are resold (not being a sale within the terms of Clause 3) and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until the expiry of the aforementioned 15 days whichever shall first occur. If a sale is effected after the expiry of the aforementioned 15 days while this insurance is still in force the protection afforded hereunder shall cease as from the time of the sale.
- (5) Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
- (6) This insurance in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.
- (7) It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of the Assured.

All other terms and conditions of the policy not in conflict with the foregoing remain unchanged, it being particularly understood and agreed that the FC & S. Clause remains in full force and effect, and that nothing in the foregoing shall be construed as extending this insurance to cover any risks of war or consequences of hostilities.

18) WAREHOUSING & FORWARDING CHARGES.

Notwithstanding any average warranty contained herein, these Assurers agree to pay any landing, warehousing, forwarding and special charges for which this policy in the absence of such warranty would be liable. Also to pay the insured value of any package or packages which may be totally lost in loading, transshipment or discharge.

19) GENERAL AVERAGE

General Average and Salvage Charges payable according to Canadian Laws and usage and/or as per Foreign Statement and/or as per York -Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment.

20) EXPLOSION

Including the risk of explosion, however or wheresoever occurring during the currency of this insurance, unless excluded by the FC&S. Warranty or the S.R. & C.C. Warranty set forth herein.

21) INCHMAREE

This insurance is also to specifically cover any loss of or damage to the interest insured hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, mariners, mates engineers or pilots.

22) BILLS OF LADING

The Assured are not to be prejudiced by the presence of a negligence clause and/or latent defect clause in the Bills of Lading and or Charter Party. The seaworthiness of the vessel as between the Assured and these Assurers is hereby admitted and the wrongful act or misconduct of the ship-owner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed.

23) SHORE RISKS

Where this insurance by its terms covers while on docks, wharves or elsewhere on shore, and/or during land transportation, it shall include the risks of collision, derailment, overturning or other accident of the carrying conveyance, fire lightning, sprinkler leakage, cyclones, hurricanes, earthquakes, floods (meaning the rising of navigable waters), and/or collapse or subsidence of docks or wharves, even though the insurance be otherwise F.P.A.

24) F.P.A.

Warranted free from particular Average unless the vessel or craft be stranded, sunk, or burnt, but notwithstanding this warranty these Assurers are to pay any loss or damage to the interest insured which may reasonably be attributed to fire, collision, or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress. The foregoing warranty, however, shall not apply where broader terms of Average are provided for hereon or in the certificate or policy to which these clauses are attached.

25) LABELS

In case of damage affecting labels, capsules or wrappers, these Assurers, if liable therefor under the terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall these Assurers be liable for more than the insured value of damaged merchandise.

26) DEVIATION

This insurance shall not be vitiated by any unintentional error in description of vessel, voyage or interest, or by

deviation, over carriage, change of vessel, transshipment or any other interruption of the ordinary course of transit, from cause beyond the control of the Assured. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to this Company as soon as known to the Assured, and additional premium paid if required.

27) CRAFT, ETC.

Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

28) MACHINERY

When the property insured under this policy includes a machine or article consisting when complete for sale or use of several parts, then in case of loss or damage covered by this insurance to any part of such machine or article, these Assurers shall be liable only for the proportion of the insured value of the part lost or damaged, or at the Assured option, for the cost and expense, including labour and forwarding charges, of replacing or repairing the lost or damaged part, but in no event shall these Assurers be liable for more than the insured value of the complete machine or article.

29) SECOND-HAND REPLACEMENT CLAUSE

In the event of claim for loss or damage to any part of the Insured interest in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery plus additional charges for forwarding and refitting the new part or parts if incurred.

30) PAIR AND SET CLAUSE

It is hereby declared and agreed that where any item consists of articles in a pair or set the Insurer will not be liable for more than the value of any particular part or parts which may be lost, without reference to any special value which such article or articles may have as part of such pair or set, and in no case to be liable for more than a proportionate part of the insured value of such pair or set.

31) SOUTH AMERICAN CLAUSE

The following clause will apply to all shipments to South America:

Notwithstanding anything contained elsewhere herein to the contrary (particularly the Warehouse to Warehouse and Marine Extension Clauses), the insurance provided hereunder shall continue to cover for sixty (60) days (ninety (90) days on shipments via the Magdalena River) after completion of discharge of the overseas vessel at port of destination or until the goods are delivered to the final warehouse at destination, whichever may first occur, and shall then terminate.

The time limit referred to above to be reckoned from midnight of the day on which the discharge of the overseas vessel is completed.

32) OTHER INSURANCE

If an interest insured hereunder is covered by other insurance which attached prior to the coverage provided by this policy, then this company shall be liable only for the amount in excess of such prior insurance; the Company to return to the Assured premium equivalent to the cost of the prior insurance at this Companies rates.

b) If an interest insured hereunder is covered by other insurance which attached subsequent to the coverage provided by this policy, then this Company shall nevertheless be liable for the full amount of the insurance without right to claim contribution from the subsequent Insurers.

c) Other insurance upon the property of same attaching date as the coverage provided by this policy shall be deemed simultaneous, and this Company will be liable only for a rateable contribution to the loss or damage in proportion to the amount for which this Company would otherwise be liable under this policy, and will return to

the Assured an amount of premium proportionate to such reduction of liability.

33) NOTICE OF LOSS

In case of loss of or damage to the property insured which may become a claim under the policy, same shall be reported promptly in writing to the nearest office of the Company or to the nearest foreign Claim Agent of the Company and proof of loss and proof of interest shall be filled with them as soon as practicable thereafter. Failure to report loss or damage shall invalidate any claim under this policy

34) PAYMENT OF LOSS

In case of loss, such loss to be paid in thirty days after proof of loss, proof of interest, and adjustment thereof (the amount of the premium, if unpaid, and all sums due to the Company from the Assured when such loss becomes due being first deducted, and all sums coming due being first paid or secured to the satisfaction of this Company, if there be one where such proofs are taken; otherwise by a Correspondent named by the Company, but if neither is represented, then by some other recognized Insurance authority.

35) PARTIAL LOSS

In case of a partial loss by perils insured against, the proportion of loss shall be determined by a separation at Assureds expense of the damaged portion of the insured property from the sound and by an agreed estimate (by survey) of the percentage of damage of such portion; or if such agreement is not practicable, then by public sale of such damaged portion for the account of the owner of the property, and by comparison of the amount so realized with the market value.

36) CONSTRUCTIVE TOTAL LOSS

No recovery for a Constructive Total Loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value when the expenditure had been incurred.

37) COMPANIES OPTION TO ADVANCE LOSS

This company shall at its option have the right of advancing to the Assured the amount of the loss (otherwise recoverable hereunder) as a loan without interest pending a determination of Carriers or Bailees Liability; the Company further agrees to bear all the expense of any suit brought in the name of the Assured or of the owners of the insured merchandise, or otherwise to enforce the liability of the Carrier or Bailee. The repayment of the loan to the Company is conditional upon, and only to the extent of, any net recovery from the Carrier or Bailee received by the Assured or owner of the insured merchandise.

38) SUBROGATION AND IMPAIRMENT OF RECOVERY

It is a condition of this insurance that upon payment of any loss the Company shall be subrogated to all rights and claims against third parties arising out of such loss. In case of any agreement or act or omission by the Assured, prior to or subsequent hereto, whereby any right of recovery of the Assured for loss of or damage to any property insured hereunder, against any Carrier or Bailee, is released, impaired or lost, which would on acceptance of abandonment or payment of a loss by this Company have inured to its benefit but for such agreement or act or omission, this Company shall not be bound to pay any loss, but its right to retain or recover the premium shall not be affected.

39) SUE AND LABOUR

In case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the goods and merchandise, or any part thereof, without prejudice to this insurance; nor shall the acts of the Assured or this Company, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment. The reasonable expenses so incurred shall be borne by the Assured and the Company in proportion as the sum hereby insured bears to the whole value at risk.

40) TIME FOR SUIT

No suit or action for the recovery of any claim arising under this policy shall be maintainable in any Court unless such suit or action shall have commenced within two years from the date of the happening of the loss out of which the said claim arose; provided, however, that if, by the laws of the Province within which this Policy is issued such limitation is invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such Province.

41) CANADIAN LAW AND USAGE

This insurance is understood and agreed to be subject to Canadian Law and Usage as to Liability for and settlement of any and all claims.

42) FUMIGATION

This Company will indemnify the Assured for physical loss or damage to the insured property directly resulting from fumigation of the carrying vessel while the insured property is on board.

43) CARRIER

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

44) DECLARATIONS

- a) It is a condition of this insurance that the Assured is (are) bound to declare to his (their) Insurance Broker or Agent, for transmission to this Company as soon as practicable after it is known to the Assured, each and every shipment coming within the terms hereof, whether arrived or not, underwriters being bound to accept same. It is also agreed that this insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest, vessel or voyage, if prompt notice is given to this Company as soon as said delay and/or error becomes known to the Assured.

Should the Assured wilfully fail to report shipments covered by this policy, then the policy as to all subsequent shipments shall, at the Companies option, become null and void.

- b) The Company is entitled to premiums, at rates agreed, on all risks covered herein whether reported or not.
- c) The Company or its Agent shall have the privilege, at any time during business hours, to inspect the records of the Assured as respects shipments coming within the terms of this policy. This privilege shall prevail as long as this policy shall remain in force and for twelve (12) months thereafter.

45) BOTH TO BLAME

Where goods are shipped under a Bill of Lading containing the so-called Both to Blame Collision Clause, these Assurers agree as to all losses covered by this insurance, to indemnify the Assured for this policies proportion of any amount (not exceeding the amount insured) which the Assured may be legally bound to pay the shipowners under such clause. In the event that such liability is asserted the Assured agree to notify these Assurers who shall have had the right at their own cost and expense to defend the Assured against such claim.

46) BROKERS

It is a condition of this policy, and it is hereby agreed that the Assured's Brokers, or any substituted Brokers, shall be deemed to be exclusively the agents of the Assured and not of this Company in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of this Company to the said Brokers in connection with affecting this insurance or its cancellation shall be deemed to have been delivered to the Assured.

47) PARAMOUNT WARRANTIES

The following Warranties shall be paramount and shall not be modified or super ceded by any other provision included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes the said risks.

48) F.C.& S. WARRANTY

(a) Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat; also from the consequence of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo) stranding, heavy weather or fire, unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty power includes any authority maintaining a naval, military, or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

S.R. & C.C. WARRANTY: (b) warranted free of loss or damage caused by strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions.

NUCLEAR EXCLUSION: (c) Notwithstanding anything to the contrary herein, it is hereby understood and agreed that this policy shall not apply to any loss, damage or expense due to or arising out of, directly or indirectly, nuclear reaction, radiation or radioactive contamination, regardless of how it was caused.

DELAY WARRANTY: (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by a peril insured against or otherwise.

49) STRIKE RISK CANCELLATION

The inclusion in this contract of cover against Strike, Risks (as defined in Clause No. 1 of the Institute Strike Clauses) may be cancelled by either the underwriters or the insured except in respect of any insurance against the said risks which shall have attached in accordance with the cover granted in the Institute Strike Clauses before the cancellation becomes effective. Such cancellation shall however, only become effective on the expiration of 7 days (48 hours with respect to sendings to/from U.S.A.) from midnight of the day on which notice of cancellation is issued by or to underwriters.

50) WAR CANCELLATION CLAUSE

The inclusion in this contract of insurance against War Risks (as defined in Clause No.1 of the Institute War Clauses) may be cancelled by either the Insurers or the Insured giving 7 (seven) days notice.

Such cancellation shall become effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to Insurers, but shall not apply to:

- a) any insurance against the said risks which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective.
- b) any declaration of goods for shipment by a named vessel or of specified goods to be shipped by a vessel to be named later accepted by Insurers before the time at which the cancellation becomes effective, such goods not having been loaded on board the overseas vessels before that time, provided goods be loaded on board the overseas vessel and the vessel sails within 15 days from midnight of the day on which the cancellation becomes effective, but if the insurance shall have attached and the vessel does not sail within the said 15 days the insurance shall end on the expiry of that period notwithstanding anything to the contrary contained in the provisions of this contract of insurance.

Nothing in this clause shall operate to cause a declaration to attach to this contract such declaration would be excluded owing to the vessel not having sailed within the period stated in the contract.

51) INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL 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.

52) INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

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

- 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.

53) TERMINATION OF TRANSIT CLAUSE (TERRORISM)

It is understood and agreed that this Termination of Transit Clause shall be paramount and absolute, overriding any clause or clauses, or any other provisions stamped on endorsed to this open cargo policy.

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 overseaside 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.
3. This clause is subject to Canadian Law and practice.

**54) INSTITUTE CLASSIFICATION CLAUSE
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.

Bulk or combination carriers over 10 years of age or

other vessels over 15 years of age unless they:

- 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

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

55) DEDUCTIBLE

All claims for loss, damage or expense resulting from any one occurrence or series of occurrences arising out of one event, shall be adjusted as one claim, and from the amount of such adjusted claim there shall be deducted the sum **as shown on the Schedule Of Rates**, for each and every loss.

Notwithstanding the foregoing, claims recoverable under the Institute Cargo Clauses (C) 1.1.82. the Institute War and Strikes Clauses applicable here under, General Average, Salvage and Sue and Labour Charges shall be payable in full.

56) SCHEDULE OF RATES

<u>COMMODITY</u>	<u>OCEAN</u>	<u>AIR</u>	<u>INLAND</u>	<u>DEDUCTIBLE</u>
General Merchandise (as attached)	0.0675%	0.0675%	Subject to referral	\$150
•General Merchandise "C" Clauses	0.30%	N/A	N/A	NIL

•General Merchandise “C” Clauses including Theft, Pilferage and non-delivery or entire shipping package.	0.035%	N/A	N/A	\$150
Household Goods and Personal Effects				
•Excluding Breakage of glassware and fragile articles excluding scratching, marring, denting, and chipping unless covered under “C” clauses. Excluding mechanical and electrical derangement to TV and Stereos.	0.75%	0.50%	N/A	\$500
•All Risks subject to a deductible of 2% of the value of the shipment (\$250 minimum)	1.00%	0.60%		\$500
•Institute Cargo Clauses “C”	0.30%	N/A	N/A	NIL
•Institute Cargo Clauses “C” including theft, pilferage and non-delivery of an entire shipping package.	0.40%	N/A	N/A	\$500
Automobiles	0.75%	N/A	N/A	\$500

57) PREMIUM

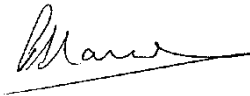
Subject to monthly adjustments on online declared values in the QuickAssure system. Projected shipment volume of \$5,000,000 in the first year.

58) CLAUSE DE TEXTE ANGLAIS

L'assuré(e) déclare et convient avec les Assureurs que le présent Document d'Assurance a été rédigé dans la langue anglaise à sa demande afin de permettre que ces couvertures soient souscrites par les Marchés offrant les facilités requises et afin de permettre l'usage des clauses nécessaires dans la langue de leur publication et interprétation coutumière, évitant ainsi la confusion, l'erreur d'interprétation et/ou la disparité de couverture qui pourraient autrement être préjudiciables à ses intérêts.

59) ENGLISH TEXT CLAUSE

The Insured declares and agrees with the Insurer that the present Document of Insurance has been drawn in the English Language at his request, and to enable these coverage's to be underwritten by the Markets offering the requisite facilities, and to permit usage of the necessary clauses in the language of customary insurance and interpretation, thereby to avoid confusion, misinterpretation and/or disparity of coverage, as could otherwise be determined to his interests.

INSURER	%	Coverage Insured	Premium	Signature
Northbridge General Insurance Corporation	100%	Marine Cargo	Based on Monthly Online Reporting	<small>AVEC INSURANCE MANAGERS INC</small> 

Important Claims Notice

When cargo is received from the carrier in short or damaged condition at destination, it is necessary for you to take the following action:

1. Immediately file general notice of claim against the carriers by either endorsing the delivery receipt or by letter.
2. As soon as a complete examination of the goods has been made, notify the carriers in writing of the actual items lost or damaged, specifying values, etc.

Filing claim against the carrier will protect what rights you may have under the Bill of Lading and will not affect your rights under your insurance policy.

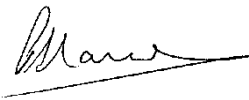
1. Claims for Loss or Damage

- i. Statement of Claims in detail;
- ii. Original Bill of Lading if available, otherwise a copy;
- iii. Original commercial invoice, or certified copy thereof, if original not available;
- iv. Paid expense bills;
- v. Full set of insurance policies or certificates if issued;
- vi. Copy of claim against carrier and copy of their reply.

2. Claim for General Average

- i. Before signing any average bond or agreement communicate with the insurer of its nearest agent, or if there be no agent of the Insurer in the vicinity, the Lloyd's Agent
- ii. Do not make any cash deposit, but call upon the Insurer to furnish the usual guarantee. However, if there Insurer has no representative at point of delivery it may save time to pay a cash deposit and apply promptly to the Insurer for refund.
- iii. Supply certified copies of commercial invoices in duplicate, bill of lading and Original Insurance Certificate.

In witness whereof, this Insurer has executed and attested these presents, but this Policy shall not be valid until signed by a duly authorized representative of the Insurer.

INSURER	Signature
Northbridge General Insurance Corporation	AVEC INSURANCE MANAGERS INC 

Avec Insurance Managers Inc.

25 Toronto Street, Suite 200

Toronto, Ontario

M5C-2R1

List Considered as General Merchandise for Cargo Insurance

Agricultural Machines and Tools (Excluding Large and Heavy Machines)
Air conditioners and equipment
Apparel
Appliances
Auto Services Equipment
Belting, mechanical
Bicycles
Brassware
Books
Brooms and Brushes
Cameras and Accessories
Candy
Canned Goods
Chemicals (Non-Hazardous, Non-Flammable)
Clocks and Watches (Non-Precious)
Cooking Utensils and Equipment (Excluding Glass, Porcelain, Enamel)
Costume jewelry or novelty
Cutlery
Dental Equipment and Supplies
Dolls
Electrical Equipment
Electronics (Excluding Computers, Play Stations, Cell Phones, E-Readers and the like)
Engines (Excluding Aircraft Engines)
Fabrics and Knit Goods
Furniture (in knocked down condition and excluding glass and fragile items)
Games and game parts
Grease and Oil (excluding bulk)
Gloves
Hardware
Hosiery
Instruments, medical and scientific
Instruments, musical (excluding pianos)
Lamps and parts (excluding glass)
Leather Goods (excluding leather jackets)
Luggage
Mattresses
Machinery and Parts (Excluding Large and Heavy Machinery)
Metal working machinery



Novelties (Excluding Fragile Items)
Optical Goods
Outboard Motors
Painters Supplies
Pharmaceutical Products not requiring to be shipped in temperature controlled
environment or packaging
Photo Goods (excluding cameras)
Piece Goods
Plastic goods, Fabric, film and sheeting
Plumbing Supplies
Pumps
Radios and Stereo Sets including CDs and DVDs.
Razor and razor blades
Refrigerating Machinery and Parts
Sewing machines
Shoes
Soap and soap products
Sporting Goods
Stationery
Television Sets
Textiles
Tires and Tubes
Thermometers
Thread
Tools
Toys (excluding Playstations and electronic games)
Typewriters
Vacuum Cleaners
Valves
Watches and parts (inexpensive)
Wire and Wire Products
Woodworking Supplies
Wood
All other non-fragile goods



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

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 | General
Exclusions
Clause |
| 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. 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. | Unseaworthiness
and Unfitness
Exclusion
Clause |
| 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 | War
Exclusion
Clause |
| 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 | Strikes
Exclusion
Clause |
| 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 | Transit
Clause |
| 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 8.1.2.1 for storage other than in the ordinary course of transit or | |
| 8.1.2.2 for allocation or distribution, | |
| or | |
| 8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur. | |
| 8.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. | |
| 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 <i>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</i> | Termination
of Contract
of Carriage
Clause |
| 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, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> | Change of
Voyage
Clause |

Continued ...

CLAIMS

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. Insurable Interest Clause
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. Forwarding Charges Clause

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.
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. Constructive Total Loss Clause
14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. Increased Value Clause

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. Not to Inure Clause

MINIMISING LOSSES

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

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. Reasonable Despatch Clause

LAW AND PRACTICE

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

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

INSTITUTE CARGO CLAUSES (AIR)

(excluding sendings by Post)

RISKS COVERED

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

EXCLUSIONS

2. In no case shall this insurance cover General
Exclusions
Clause
- 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 of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servant)
- 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 is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. In no case shall this insurance cover loss damage or expense caused by War
Exclusion
Clause
- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3.3 derelict mines torpedoes bombs or other derelict weapons of war.
4. In no case shall this insurance cover loss damage or expense Strikes
Exclusion
Clause
- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

DURATION

5. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the Transit
Clause
place
- 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
- 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 5.1.2.1 for storage other than in the ordinary course of transit or
- 5.1.2.2 for allocation or distribution
- or
- 5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.
6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either Termination
of Contract
of Carriage
Clause
- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
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.* Change
of Transit
Clause

CLAIMS

8. 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 Insurable
Interest
Clause
- 8.1
- 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. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants. Forwarding
Charges
Clause
10. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. Constructive
Total Loss
Clause

11.	11.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, 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.	Increased Value Clause
	11.2	Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE			
12.		This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES			
13.		It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	13.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss,	
		and	
	13.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
14.		Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY			
15.		It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE			
16.		This insurance is subject to English law and practice.	English Law & Practice Clause

NOTE:- *It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right 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 detention, 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.
- Risks Clause
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.
- General Average Clause

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 the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- General Exclusions Clause
- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- Unseaworthiness and Unfitness Exclusion Clause

DURATION

- 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 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 Underwriters and to an additional premium, such insurance reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom.
- 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 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.
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom.
- 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 oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses, or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then, provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- Transit Clause

(For the purpose of Clause 5

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

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

6	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
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	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.	Insurable Interest Clause
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. 9.2 Where this insurance is on increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
BENEFIT OF INSURANCE		
10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
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.	Duty of Assured Clause
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
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	Reasonable Despatch Clause
LAW AND PRACTICE		
14	This insurance is subject to English law and practice.	English Law and Practice Clause

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

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

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by Risks Clause
- 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.

EXCLUSIONS

2. In no case shall this insurance cover General Exclusion Clause
- 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 any claim based upon loss of or frustration of the voyage or adventure
 - 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

DURATION

3. 3.1 This insurance

Transit Clause

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

and

3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge

or

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

whichever shall first occur;

nevertheless,

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

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

and

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

or

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

whichever shall first occur.

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

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

or

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

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

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

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 3.1.4.

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

(For the purpose of Clause 3

"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)

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

Change of
Transit Clause

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

CLAIMS

6. 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.

Insurable
Interest Clause

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

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

Increased
Value Clause

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. Not to Inure Clause

MINIMISING LOSSES

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

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. Waiver Clause

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. Reasonable Despatch Clause

LAW AND PRACTICE

- 12.** This insurance is subject to English law and practice. English Law and Practice Clause

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

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 | Risks
Clause |
| | 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| | 1.2 any terrorist or any person acting from a political motive. | |
| 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General
Average
Clause |

EXCLUSIONS

- | | | |
|----|---|---|
| 3. | In no case shall this insurance cover | |
| | 3.1 loss damage or expense attributable to wilful misconduct of the Assured | General
Exclusion
s Clause |
| | 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| | 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| | 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| | 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| | 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| | 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion | |
| | 3.8 any claim based upon loss of or frustration of the voyage or adventure | |
| | 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter | |
| | 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. | |
| 4. | 4.1 In no case shall this insurance cover loss damage or expense arising from | Unseaworthiness
and Unfitness
Exclusion
Clause |
| | 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 wherein. | |

DURATION

- | | | |
|-----|---|---|
| 5. | 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either | Transit
Clause |
| | 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| | 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| | 5.1.2.1 for storage other than in the ordinary course of transit or | |
| | 5.1.2.2 for allocation or distribution, | |
| | or | |
| | 5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, | |
| | whichever shall first occur. | |
| 5.2 | If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 5.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. | |
| 6. | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate <i>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</i> , either | Termination
of Contract
of Carriage
Clause |
| 6.1 | until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, | |
| | or | |
| 6.2 | if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above. | |
| 7. | Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> . | Change of
Voyage
Clause |

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

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

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

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

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

BENEFIT OF INSURANCE

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

Not to Inure Clause

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.

Duty of Assured Clause

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

Waiver Clause

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.

Reasonable Despatch Clause

LAW AND PRACTICE

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

English Law and Practice Clause

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

INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by Risks Clause
- 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 General Exclusions Clause
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 2.9 any claim based upon loss of or frustration of the voyage or adventure
 - 2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

3. 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
- 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 3.1.2.1 for storage other than in the ordinary course of transit or
- 3.1.2.2 for allocation or distribution
- or
- 3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
4. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.

Transit Clause

Termination of
Contract of
Carriage
Clause

Change of
Transit Clause

CLAIMS

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

MINIMISING LOSSES

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

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.

Reasonable
Despatch
Clause

LAW AND PRACTICE

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

English Law
and Practice
Clause

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

CL. 260

INSTITUTE CARGO CLAUSES (C)

RISKS COVERED

- | | | |
|-------|---|---|
| 1. | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, | Risks
Clause |
| 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. | |
| 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. | General
Average
Clause |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to
Blame
Collision"
Clause |

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 | General
Exclusions
Clause |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) | |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| 4.7 | deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons | |
| 4.8 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | |
| 5. | 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. | Unseaworthiness
and Unfitness
Exclusion
Clause |
| 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 | War
Exclusion
Clause |
| 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 | Strikes
Exclusion
Clause |
| 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 | Transit
Clause |
| 8.1.1 | on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, | |
| 8.1.2 | on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| 8.1.2.1 | for storage other than in the ordinary course of transit or | |
| 8.1.2.2 | for allocation or distribution, | |
| | or | |
| 8.1.3 | on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,
whichever shall first occur. | |
| 8.2 | If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. | |
| 8.3 | This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. | |

<p>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 <i>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</i></p> <p>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</p> <p>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.</p> <p>10. Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i></p> <p>CLAIMS</p> <p>11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p> <p>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.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p> <p>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.</p> <p>14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>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.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>BENEFIT OF INSURANCE</p> <p>15. This insurance shall not inure to the benefit of the carrier or other bailee.</p> <p>MINIMISING LOSSES</p> <p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and</p> <p>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.</p> <p>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.</p> <p>AVOIDANCE OF DELAY</p> <p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p> <p>LAW AND PRACTICE</p> <p>19. This insurance is subject to English law and practice.</p>	<p>Termination of Contract of Carriage Clause</p> <p>Change of Voyage Clause</p> <p>Insurable Interest Clause</p> <p>Forwarding Charges Clause</p> <p>Constructive Total Loss Clause</p> <p>Increased Value Clause</p> <p>Not to Inure Clause</p> <p>Duty of Assured Clause</p> <p>Waiver Clause</p> <p>Reasonable Despatch Clause</p> <p>English Law and Practice Clause</p>
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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.

10/11/2003

**Institute Radioactive Contamination, Chemical, Biological,
Bio-Chemical And Electromagnetic Weapons
Exclusion Clause Endorsement**

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.

**CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND
CYBER ATTACK EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 any chemical, biological, bio-chemical or electromagnetic weapon
 - 1.2 the use or operation, as a means for inflicting harm, of any computer virus.
-

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.**

Bulk or combination carriers over 10 years of age or

other vessels over 15 years of age unless they:

- 2.1. have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or
- 2.2. were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

CRAFT CLAUSE

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

1/1/01

CL534-2001

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

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

1 Notwithstanding any provision to the contrary contained in 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.

JC2009/056
01/01/2009

UN SANCTIONS CLAUSE

Countries Subject to Trade Sanctions :

Canada, following United Nations resolutions has imposed export controls and trade sanctions on certain countries and organizations with respect to imports and exports of specific goods and commodities. Shipments of such prohibited goods are illegal and may not be insured under this policy, unless an exemption has been granted and an import or export permit issued by the Canadian Government for the shipment has been received by the Insured.

Information regarding organizations or countries subject to controls and/or sanctions is available at :

<http://www.international.gc.ca/sanctions/index>

Inland Transit Endorsement

Endorsement to be attached to and made part of Policy No. **AIMC 1847**

Issued to	Cargo Partners Network & its Members of Atlas Cargo
Broker	The CG&B Group Inc.
Insurer	NORTHBRIDGE GENERAL INSURANCE CORPORATION

It is hereby understood and agreed that effective inception, the above policy has been extended to include inland shipments as follows:

This insurance covers the above noted Subject Matter Insured against all risks of physical loss or damage arising from any external cause, except as hereinafter provided, while the Subject Matter Insured is in the custody of:

- (a) any railroad or railroad express company (including the risk while on ferries and/or in cars on transfers or lighters);
- (b) public truckmen, transfer and/or other transportation companies;
- (c) registered mail and/or airmail and/or parcel post and/or air parcel post.

This insurance also covers while on docks, wharves, piers, bulkheads, in stations and/or on platform, but only while in the custody of a common carrier incidental to transportation described above.

This insurance attaches from the time the goods leave the factory, store or warehouse at initial point of shipment, and covers thereafter continuously in normal course of transportation, until same are delivered at store or warehouse at destination.

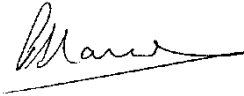
This insurance covers shipments within and between Canada, United States and Mexico.

This insurance **does not** cover:

- (a) Against loss and/or damage caused by, capture, seizure, or detention, or from any attempt thereat or the consequences therefrom, or loss or damage arising from war, invasion, hostilities, rebellion, insurrection, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation and/or trade;
- (b) Against loss or damage caused by the neglect of the insured to use all reasonable means to save and preserve the property at and after any disaster insured against;
- (c) Export or import shipments, but shipments between Canada, United States and Mexico are exempt from this provision;
- (d) Loss arising from delay or loss or market;
- (e) Loss or damage caused by vermin or insects, inherent vice, gradual deterioration, or wear and tear;
- (f) Loss or damage resulting from nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by contribution to, or aggravated by the peril(s) insured against in this policy;
- (g) Infidelity of the Insured's employees.

If the total value at risk exceeds the limit(s) of liability provided by this Policy, the Insured shall nevertheless report the full amount at risk to these Assurers and shall pay full premium thereon. Acceptance of such reports and premium shall not alter or increase the limit(s) of liability of these Insurers but these Insurers shall be liable for the full amount of covered loss up to but not exceeding the applicable limit(s) of liability. Also to include the Risks and Strikes Riots and Civil Commotions as per Institute Strike Clauses (Cargo) 1/1/82.

All other terms and conditions remain unchanged

A handwritten signature in black ink, appearing to read "Mau", written over a horizontal line.

Authorized Representative

September 3rd, 2013

Date