

# Cargo Policy Wording

Underwritten by Zurich Insurance plc

## Introduction

The policy and Schedule form a legally binding contract between Zurich Insurance plc, the Underwriters, and you, the Insured. Please read the documents carefully. The Schedule shows which cover you have purchased and other details including limits and excesses.

This contract is based upon the information that you provided to us. You must tell us of any changes to this information as soon as possible. You should not wait until renewal. Failure to do so could invalidate your policy.

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## Institute Standard Conditions for Cargo Contracts

1. This contract is to insure the subject-matter specified for the transits and on the conditions named shipped by or for account of the Insured named in this contract or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this contract or to insurable interest being acquired.

This contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Insured or Assignee.

2. It is a condition of this contract that the Insured are bound to declare hereunder every consignment without exception, Underwriters being bound to accept up to but not exceeding the amount specified in Clause 3 below.
3. This contract is for an open amount but the amount declarable may not exceed the sum AS PER SCHEDULE in respect of any one Vessel, Aircraft or Conveyance.
4. Notwithstanding anything to the contrary contained in this contract Underwriters' liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of AS PER SCHEDULE.
5. In the event of loss accident or arrival before declaration of value it is agreed that the basis of valuation shall be AS PER SCHEDULE.
6. This contract is subject to the Institute Classification Clause.
7. The risks of war, strikes riots and civil commotions are included in the cover granted by this contract the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
8. The Institute Clauses referred to herein are those current at the inception of this contract but should such clauses be revised during the period of this contract, and provided that Underwriters shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.
9. This contract may be cancelled by either Underwriters or the Insured giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

Note: The Insured is required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipment.

## Standard Conditions – Institute Clauses Applicable to this Policy

Unless otherwise stated on your schedule, the following Institute Clauses will apply to the contract of insurance.

1. Institute Cargo Clauses (A)
2. Institute Cargo Clauses (B)
3. Institute Cargo Clauses (Air)
4. Institute Classification Clause
5. Institute War Clauses (Cargo)
6. Institute War Clauses (Air Cargo)
7. Institute War Clauses (sendings by Post)
8. Institute Strikes Clauses (Cargo)
9. Institute Strikes Clauses (Air Cargo)

## (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## 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   | 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  | General Exclusions Clause                      |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured  |  |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured   |  |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)                    |  |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured   |  |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)   |  |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.  |  |
| 4.7 | loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.  |  |
| 5   |  | Unseaworthiness and Unfitness Exclusion Clause |
| 5.1 | In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. |  |
| 5.2 | The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.  |  |
| 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 detention (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, locked-out labour disturbances, riots or civil commotions  |  |
| 7.3 | caused by any terrorist or any person acting from a political motive.  |  |

## DURATION

- |         |  |  |
|---------|--|--|
| 8       | 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,   |  |
| 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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.  |  |
| 8.2     | If, after, discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the 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 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 |
| 9.1     | until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,   |  |
| or      |  |  |
| 9.2     | if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.  |  |
| 10      | Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.   | Change of Voyage Clause                    |

## CLAIMS

- |      |   |                                |
|------|---|--------------------------------|
| 11   |   | Insurable Interest Clause      |
| 11.1 | In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.   |                                |
| 11.2 | Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and 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 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   |   | Increased Value Clause         |
| 14.1 | If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.                         |                                |
|      | In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.   |                                |

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

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

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

**BENEFIT OF INSURANCE**

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

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

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

Duty of  
Assured Clause

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.

## (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE CARGO CLAUSES (B)

## RISKS COVERED

- 1** This insurance covers except as provided in Clauses 4, 5, 6 and 7 below,
- 1.1 loss of or damage to the subject-matter insured 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 or washing overboard
    - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,
  - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.
- 2** This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.
- 3** This insurance is extended to indemnify the Assured against such proportion of Liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

## EXCLUSIONS

- 4** In no case shall this insurance cover
- 4.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel.
  - 4.7 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. 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6** In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
  - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7** In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, locked-out labour disturbances, riots or civil commotions
  - 7.3 caused by any terrorist or any person acting from a political motive.

## DURATION

- 8** 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein.
  - 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein,
  - 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 unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either,
- 9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
  - or
  - 9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.
- 10** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

## CLAIMS

- 11** 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 12** Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

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

<p><b>13</b> 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>Constructive Total Loss Clause</p>
<p><b>14</b> 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2 <b>Where this insurance is on Increased Value the following clause shall apply:</b> 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.</p>	<p>Increased Value Clause</p>
<p><b>BENEFIT OF INSURANCE</b></p>	
<p><b>15</b> This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p>Not to Inure Clause</p>
<p><b>MINIMISING LOSSES</b></p>	
<p><b>16</b> 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 minimising 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>Duty of Assured Clause</p>
<p><b>17</b> 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>Waiver Clause</p>
<p><b>AVOIDANCE OF DELAY</b></p>	
<p><b>18</b> It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control</p>	<p>Reasonable Despatch Clause</p>
<p><b>LAW AND PRACTICE</b></p>	
<p><b>19</b> This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>

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 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 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 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

- 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 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 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 Cause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

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 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*.

Transit 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.  
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 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.

Forwarding Charges Clause

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.

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, 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

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 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 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 openhatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

**CRAFT CLAUSE**

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

**NATIONAL FLAG SOCIETY**

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

**PROMPT NOTICE**

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

**LAW AND PRACTICE**

6 This insurance is subject to English law and practice.

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

## (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## 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
  - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance
  - 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom. and
  - 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the 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.

(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, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.
- 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. Increased Value Clause
- 9.2 In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. **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

Duty of Assured Clause

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

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

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

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 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.

**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 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 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

**DURATION**

- 3** This insurance
- Transit Clause
- 3.1 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
- 3.1.1 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 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom.
- 3.1.2 and
- 3.1.3 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.
- 3.1.4
- 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 by 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 oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed 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 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)
- 4** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. 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

<p>9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised</p> <p>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>Assured Clause</p>
<p><b>10</b> 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>Waiver Clause</p>
<p><b>AVOIDANCE OF DELAY</b></p>	
<p><b>11</b> It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control</p>	<p>Reasonable Clause</p>
<p><b>LAW AND PRACTICE</b></p>	
<p><b>12</b> This insurance is subject to English law and practice.</p>	<p>English Law and Practice Clause</p>

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.*

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**INSTITUTE WAR CLAUSES**  
(sendings by Post)

**RISKS COVERED**

- |          |  |                        |
|----------|--|------------------------|
| <b>1</b> | This insurance covers, except as provided in Clauses 3 below, loss of or damage to the subject-matter insured caused by<br>1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power<br>1.2. capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat<br>1.3. derelict mines torpedoes bombs or other derelict weapons of war. | Risks Clause           |
| <b>2</b> | 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**

- |          |   |                           |
|----------|---|---------------------------|
| <b>3</b> | In no case shall this insurance cover<br>3.1. loss damage or expense attributable to wilful misconduct of the Assured<br>3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured<br>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)<br>3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured<br>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)<br>3.6. any claim based upon loss of or frustration of the voyage or adventure<br>3.7. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. | General Exclusions Clause |
|----------|---|---------------------------|

**DURATION**

- |          |   |  |
|----------|---|--|
| <b>4</b> | This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate. |  |
| <b>5</b> | Anything contained in this contract which is inconsistent with Clauses 3.6,3.7 or 4 shall, to the extent of such inconsistency, be null and void.   |  |

**CLAIMS**

- |          |   |                           |
|----------|---|---------------------------|
| <b>6</b> | 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.<br>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. | Insurable Interest Clause |
|----------|---|---------------------------|

**MINIMISING LOSSES**

- |          |  |                        |
|----------|--|------------------------|
| <b>7</b> | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder<br>7.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and<br>7.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised<br><br>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 |
| <b>8</b> | 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**

- |          |   |                            |
|----------|---|----------------------------|
| <b>9</b> | 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**

- |           |  |                                 |
|-----------|--|---------------------------------|
| <b>10</b> | This insurance is subject to English law and practice. | English Law and Practice Clause |
|-----------|--|---------------------------------|

## INSTITUTE STRIKES CLAUSES (CARGO)

## RISKS COVERED

- 1** This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
- 1.1. 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.
- 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. loss damage or expense arising from the absence shortage or withholding of equipment, power, fuel, coolant, refrigerant or 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.
- 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 insured,
- 4.2. The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- Unseaworthiness and Unfitness Exclusion Clause

## 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
- 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,
- 5.1.3. or on 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 Cause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- Transit Clause
- 6** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 6.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,
- or
- 6.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.
- Termination of Contract of Carriage Clause
- 7** Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters*.
- 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.
- 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.
- as
- 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
- Duty of Assured Clause

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

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

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.

## (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE STRIKES CLAUSES (AIR CARGO)

## RISKS COVERED

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

Risks Clause

## EXCLUSIONS

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

General Exclusions Clause

## DURATION

- 3 This insurance attaches from the time the subject-matter 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 or place of storage at the destination named herein,
  - 3.1.2 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
    - 3.1.2.1 for storage other than in the ordinary course of transit or
    - 3.1.2.2 for allocation or distribution,
  - 3.1.3 or
    - 3.1.3 on 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 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.
  - 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Cause 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.

Transit Clause

- 4 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters*, either
- 4.1 until the subject-matter is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods 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.

Termination of Contract of Carriage Clause

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

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.  
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.

Insurable Interest Clause

- 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

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

Duty of Assured Clause

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

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.

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## Definitions

Each time the words or phrases listed below are used they will have the same meaning wherever they appear in your policy unless otherwise stated. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

### **Underwriters/We/Us**

Zurich Insurance plc

### **Assured/Insured/You/Your**

The persons, companies, partners or unincorporated associations named in the Schedule as the policyholder

### **The Schedule**

The document which specifies details of the Policyholder, property insured and any excesses, endorsements and conditions applying to the policy

## General Conditions and Additional Covers

### **1. Loading and Unloading Clause**

Including loss or damage to the goods, as per Institute Cargo Clauses (A) during the loading onto carrying conveyance immediately prior to despatch and unloading from carrying conveyance immediately after arrival at the Insured's or Consignee's premises and in the case of containers, during the stuffing immediately prior to despatch and destuffing thereof immediately after arrival at the Insured's or Consignees premises.

### **2. Warehouse to Warehouse Extension**

Goods purchased by the Insured on "FOB", "C&F" or similar terms

Cover attaches under this policy from the time the goods leave the Suppliers' factory, Warehouse, Store or Mill as if the Contract of Sale was "ex Suppliers' premises" notwithstanding that the goods and/or interest may have been purchased on "FOB", "C&F" or similar terms.

You should pursue Suppliers and/or other parties where evidence exists to show that loss occurred prior to F.O.B. or similar. In the event that you are unable to recover from Suppliers or other parties then this policy to pay subject to the terms and conditions herein.

We being subrogated to your rights of recourse against the Suppliers or other parties.

### **3. Returned Goods Clause**

Goods refused or returned by the Consignees or Insured are held covered in accordance with the terms and conditions of this policy subject to the following: -

- a) that the goods are insured under this policy for the outward journey
- b) that cover has been continuous
- c) that the goods have not been unpacked and are to be returned in their original packing.

In all other cases the goods are held covered subject to the Institute Cargo Clauses (B), as attached, including non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. If however, an independent survey is held prior to attachment of cover hereunder and this shows that the goods have been examined, found to be in good order and re-packed, in adequate export packing, cover in accordance with the terms and conditions of this policy will attach.

**4. Concealed Damage Clause**

This policy terminates in accordance with the Transit Clause forming part of the relevant Institute Cargo Clauses herein, but it is hereby understood and agreed that any claim hereunder will not be prejudiced by delay in calling for survey providing such delay does not exceed 30 days after the termination of this insurance, provided always that if the packages arrive on site with outward signs of damage, an immediate application will be made for survey.

This clause is only operative where the claimant is the Insured named herein and does not apply to the benefit of any third parties.

**5. Unexplained Loss Clause**

In respect of goods shipped in full container loads, claims for theft, shortage and non-delivery of a whole package will not be invalidated by the fact that the seals are intact. You agree where applicable to co-operate with Us to bring commercial pressure on Suppliers in pursuing claims for short shipments. We subrogated to Your rights against carriers or other bailees. Disclosure of the existence of this insurance to any Third Party or their Insurers shall render it null and void.

**6. Average Clause**

This insurance is subject to Average, that is to say if the value of any shipment or sending insurer hereunder, calculated in accordance with the policy Basis of Valuation, is at the time of loss greater than the relevant policy limit applicable to the shipment or sending concerned, the Insured shall be entitled to recover only such proportion of the loss as the relevant policy limit bears to the value of the shipment or sending concerned, calculated in accordance with the policy Basis of Valuation.

**7. Brands and Trade Marks Clause**

In the case of damage to goods insured bearing embossed or indented brands or other permanent marking identifying the Insured as the manufacturer and carrying or implying the guarantee of the Insured then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and You are able to demonstrate to Us that sale of such damaged goods will be detrimental to Your good name. Subject to prior agreement by Us You shall dispose of the damaged goods to the best advantage or they shall be destroyed in the presence of both a representative of Us and You.

**8. Labels Clause**

In case of damage from risks insured against only affecting labels Our liability shall be limited to an amount sufficient to pay cost of reconditioning or cost of new labels and re-labelling the goods.

**9. Accumulation Clause**

The limits of liability expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge provided always that any accumulation of goods during the ordinary course of transit beyond such limits of liability shall not have arisen from circumstances within the control of the Insured. Should there be any other accumulation of goods beyond such limits of liability by reason of interruption of transit or other circumstances beyond Your control We shall, provided notice be given in all such cases as soon as known to You, hold covered such excess amount and be liable for the full amount at risk.

In no event shall Underwriters be liable hereunder for more than double the limits of liability expressed herein or £2,000,000 whichever is the less unless increased with prior agreement of Underwriters.

**10. Debris Removal Clause**

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by You for the removal and disposal of debris of the subject matter insured or part thereof, by reason of damage thereto caused by an insured risk, but excluding absolutely:

- a) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof
- b) the cost of removal of cargo from any vessel or craft.

In no case shall You be liable under this Clause for more than 20% of the proportionate insured value under this policy of the damaged goods removed.

**11. General Average Clause**

For the purpose of claims for General Average Contribution and Salvage Charges recoverable hereunder the goods insured shall be deemed to be insured for their full contributory value.

**12. Insolvency Exclusion Clause**

It is hereby agreed that the exclusion "loss damage or expense arising from insolvency or financial default of the Owners Managers Charterers or Operators of the vessel" is amended to read as follows:

In no case shall this insurance cover loss damage or expense arising from insolvency or financial default of the Owners, Managers, Charterers or Operators of the vessel where the Insured are unable to show that, prior to the loading of the subject-matter insured on board the vessel, all reasonable practicable and prudent measures were taken by You, Your servants and agents, to establish the financial reliability of the party in default.

**13. Buyer's Interest Clause**

In respect of goods purchased by the Insured on CIF or similar terms where the Seller is responsible for effecting insurance on conditions no more restrictive than ICC (A), this insurance is to indemnify You in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller. This insurance applies only to loss or damage which is or would be recoverable under the conditions of this policy applicable to similar interest bought or sold on terms that the Insured is responsible for effecting insurance.

The existence of this insurance must not be disclosed to any third party.

All rights and benefits against the Seller or Sellers interest or Carriers or others are to be subrogated to Us.

Any assignment of this Policy or of any interest or claim hereunder shall discharge Us from all liability.

**14. Cargo ISM Endorsement (JC 98/019 1 May 1998)**

Applicable to shipments on board Ro/Ro passenger ferries.

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

- a) passenger vessels transporting more than 12 passengers and

- b) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

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

- a) either that such vessel was not certified in accordance with the ISM Code  
or
- b) that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended. This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

**15. Cargo ISM Forwarding Charges Clause**

(For use only with JC Cargo ISM Endorsement JC98/019)

In consideration of an additional premium to be agreed, this insurance is extended to reimburse the Insured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

- a) to such vessel not being certified in accordance with the ISM code  
or
- b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

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

**16. ISM Premium Clause**

Subject to the amount recoverable under the above clause being limited to 20% of the sum insured for the voyage or £50,000, whichever is the lesser amount, Zurich Insurance plc agree to waive the additional premium due for the forwarding charges cover.

**17. Conditions for F.O.B. Sendings**

Risk commences from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of transit until delivered on board export power vessel at port of shipment including the risk whilst remaining on quay or wharves or in warehouses (other than packers warehouse) or sheds whilst awaiting shipment for a period not exceeding 30 days. Any period in excess of 30 days held covered at a rate to be arranged subject to prompt advice thereof being given to Us.

**18. Institute Replacement Clause**

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall Our liability exceed the insured value of the complete machine.

**19. Replacement by Air Clause**

It is agreed that where there is loss or damage which is the subject of a claim hereunder and You can demonstrate the necessity to forward the replacements by air, We will pay the extra costs so involved up to a maximum amount of twice the original sea freight charges, notwithstanding that the original consignment was not despatched by air.

**20. Seller's Interest Contingency Conditions**

- a) This policy is extended to cover goods sold on C&F, Ex-Works, FOB or similar terms, which remain or become the property of and/or at the risk of the Insured named herein due to
- i) the Buyer refusing to accept the goods and/or take up the documents of title
  - ii) the Insured exercising a line when this is reasonable to safeguard the Insured's interests.

In the event of any of the above contingencies arising the cover granted hereunder shall attach retrospectively to the commencement of transit and be in accordance with the policy terms and conditions, as within, as if the goods had been sold on 'CIF' terms.

In the event of any delay or deviation caused by the failure of the Buyer to take up the goods or documents the goods will be held covered at an additional premium to be arranged. If the goods are to be returned the Returned Goods Clause herein will apply.

This insurance shall in no case cover the additional cost or expense of returning or on shipping goods incurred as a result of any of the above contingencies arising.

- b) It is a condition of this insurance that You shall at all times exercise reasonable care to prevent or minimise loss or damage and to enforce the contract of sale.
- c) You must notify Us immediately of the occurrence of any of the contingencies in clause 1 above and provide evidence of the terms and conditions of the Contract of Sale to substantiate any claim made hereunder.
- d) Upon settlement of any claims hereunder We will be subrogated to Your rights of recovery against any Third Party including the Buyer.
- e) Any assignment of this insurance or any interest or claims hereunder shall discharge Us from all liability whatsoever.
- f) Disclosure of the existence of this insurance to any Third Party including the Buyer or their Insurers shall render it null and void.
- g) This insurance to be for the benefit of the Insured hereunder only and not to be treated as double insurance.

- h) It is a condition of this insurance that until completion of the contract You are bound to declare hereunder each and every C&F, Ex-Works, FOB or similar terms sending without exception whether arrived or not, We being bound to accept same up to but not exceeding the amount specified herein.
- i) Full CIF rates as per rate Schedule if cover attaches hereunder, or to be agreed if no CIF rate detailed herein.

**21. Increased Value (Duty &/or Taxes) Clauses**

To cover increased value of cargo by reason of payment of duty &/or taxes at the port or place of destination but to apply only as such duty and/or taxes are imposed.

Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as the original insurance but excluding claims in respect of:-

- a) Total loss of whole or part of the cargo prior to the duty or taxes becoming payable.
- b) General average, salvage or salvage charges arising from any casualty occurring prior to the duty or taxes becoming payable.

Liability hereunder shall be calculated on the actual amount of duty or taxes paid or the amount insured whichever is the lower and in ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty or taxes, which may become allowable.

You will use reasonable efforts to obtain abatement or refund of duties or taxes paid or claimed in respect of goods lost, damaged or destroyed, and when You so elect shall surrender any portion of the merchandise to the Customs or other Authorities concerned, in which event the claim hereunder shall be for the value of the said merchandise so surrendered and the expenses incidental thereto.

**22. Process Clause**

We shall not be liable for any loss, damage or expense to property hereby insured which may be sustained whilst the same is in use or whilst being worked upon and directly resulting thereon.

**23. Non-Contribution Clause**

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by, or would, but for the existence of this policy, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

**24. Letter of Credit Clause**

It is agreed that certificates or policies may be issued hereunder to enable the Insured to comply with the insurance requirements of any Letter of Credit or Sales Contract, such agreement being conditional on the following wording being incorporated in such certificate or policy.

'The following insurance conditions referred to in the Letter of Credit are noted'.

The following should be inserted into the policy after any special conditions required by Letter of Credit wording: 'But in no event is the cover herein extended wider than the terms of ICC (A)'

It is also agreed that regardless of the conditions on which any certificates or policies may be issued pursuant to the foregoing, the Insured named herein shall continue to enjoy the full protection of this contract.

**25. Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – CL370**

**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.

**26. Institute Cyber Attack Exclusion Clause (10/11/03)**

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

- a) Subject only to clause b) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly causes 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.
- b) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause a) 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.

**27. Marine Insurance Act (1906)**

Notwithstanding the fact that some or all of the movements covered by this policy of insurance are not subject to the Marine Insurance Act 1906 it is expressly agreed and declared that all the terms, conditions, warranties and other matters contained within the Marine Insurance Act 1906 shall still be applicable hereto.

**28. Insurance Premium Tax Clause**

The Insurance Premium Tax (Taxable Insurance Contracts) Order 1994(SI 1994/1698) - Schedule 7A Finance Act 1994 makes Underwriters responsible for Insurance Premium Tax which will be collected at the applicable rate on taxable gross premium paid by the Insured.

Underwriters will calculate the tax liability of the Insured who agree to pay all amounts due to Underwriters. Late notification by Underwriters of tax due as a result of de-minimis rules being exceeded or any other reason will not reduce or negate the liability of the Insured to pay the tax.

**29. Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) JC – 2000/02**

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect the rights of the Insured (as assignee or otherwise) or the rights of any loss payee.

**30. Termination of Transit Clause (Terrorism)**

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

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

**either**

1.1 as per the transit clauses contained within the policy

**or**

1.2 on delivery to the consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

**or**

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the goods hereby insured from the overseas vessel at the final port of discharge

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

**whichever shall occur first.**

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

3. This insurance is subject to English Law and practice

**31. Additional Discharge Expenses**

If the subject matter insured is damaged by a loss recoverable under this policy We will pay the additional costs which You necessarily and reasonably incur

1) to unload, discharge, handle and store the damaged and/or sound subject matter insured.

2) to re-load, transport and forward the damaged and/or sound subject matter insured to their original intended destination

by any means whatsoever.

**32. Fumigation**

We will pay for fumigation expenses incurred by You to minimise or avoid a loss recoverable under this policy.

We will pay for loss of or damage to the subject matter insured caused by fumigation, provided that such fumigation is not customary and is beyond Your control.

**33. Non-Delivery**

In the event of a claim for non-delivery and if the goods remain unlocated, provided You have taken all reasonable and practicable steps to locate the subject matter insured, We will pay Your claim in full after 60 days counting from the date

- 1) the overseas vessel arrived at the port of discharge.
- 2) the aircraft arrived at the airport of discharge.
- 3) the subject matter insured should have arrived at the final destination if carried by road vehicle. Any payment under this cover shall not be deemed to be an acceptance of abandonment by Us.

**34. Pairs and Sets**

If the subject matter insured consists of articles which form a pair or set We will pay only for the proportionate sum insured of the article lost or damaged, without reference to any special value the damaged article may have as part of a pair or set.

**35. Packers' Premises**

We will pay for loss of or damage to the subject matter insured by a loss recoverable under this insurance while at packers' premises for a period not exceeding 30 days. We will hold You covered for periods in excess of 30 days at a rate to be arranged provided You give Us prompt notice.

If the subject matter insured is not suitably and sufficiently packed and prepared for the transit to the packer's premises, cover will be limited to Institute Cargo Clauses (C)CL.254 1/1/82 including the risks of non-delivery of the entire consignment, theft and pilferage.

**We will not pay for any loss of or damage to the subject matter insured caused by the packing process**

**36. Pollution Hazard**

We will pay for loss or damage to the subject matter insured caused by Governmental authorities acting in the public interest to prevent or mitigate a pollution hazard following a loss recoverable under this policy to the subject matter insured.

**37. Segregation**

If it is necessary for You in order to avert or minimise further loss or damage to sort or segregate damaged from undamaged subject matter insured, following a loss recoverable under this policy, We will pay for the necessary, extraordinary and reasonable costs incurred.

**38. Sheets, Ropes and the like**

We will pay for loss or damage to sheets, ropes, dunnage, securing chains and toggles owned by You whilst in transit and caused by a loss recoverable under this policy.

The maximum amount We will pay under this cover shall be in addition to the indemnity provided elsewhere in this insurance but shall be limited to £2,000 in respect of each claim.

### **39. Re-packing Costs**

We will pay for the reasonable cost of re-packing, re-cartoning, re-baling, re-bagging and/or re-palletising the subject matter insured following loss of or damage to goods following an insured peril provided that these are reasonable and necessary to prevent further loss of or damage to the subject matter insured under this policy.

### **40. Transit Extension**

If cover for the subject matter insured terminates under the Transit Clause of the Institute Cargo Clauses (1/1/82) because of a delay beyond Your control, provided You give us prompt notice, We will hold You covered, at a premium and conditions to be agreed, whilst the subject matter insured is in a warehouse or bonded store at the port of discharge.

## **Special Extensions**

**The following covers only apply if specified on The Schedule**

### **Engineers or Sales Representatives Tools or Samples / Equipment**

The Policy is extended to cover tools, demonstration, samples, test and service equipment belonging to the Insured or for which You are responsible. The cover is subject to the Own Vehicle Special Condition contained within this Policy.

We will not pay for;

- 1) loss of or damage caused by trial test or operation or any process involving their use.
- 2) theft unless following violent and forcible entry into locked store or building of substantial construction or motor vehicle.
- 3) ordinary wear and tear or gradual deterioration.
- 4) theft of laptops or mobile phones or mobile communication equipment

### **Exhibitions and Demonstrations**

We will pay for loss of or damage to

- 1) the subject-matter insured
- 2) display and exhibition stands, fixtures, fittings and equipment
- 3) advertising and promotional literature and goods whilst in transit to and from and while at exhibition and/or trade fairs and/or demonstration sites, including during
  - a) packing and unpacking
  - b) assembling and dismantling
  - c) erecting and sitting.

All packing, loading and unloading must be performed or supervised by You or one of Your responsible employees.

We will not pay for:

- 1) loss or damage which is due to or directly results from any process of use, trial, testing or repair
- 2) theft unless following violent and/or forcible entry into and/or exit from the exhibition building.

### **Exhibition Charges**

If the goods insured destined for exhibition are lost or damaged en-route to the exhibition, by a loss recoverable under this policy, and Your attendance at the exhibition is consequently cancelled, we will pay for Your exhibition fees.

The maximum amount We will pay under this cover is £5,000.

## Storage Conditions

This policy provides £50,000 storage cover outside the ordinary cause of transit subject to the completion of the storage questionnaire and the following conditions:

1. Excluding theft unless following violent and forcible entry and/or exit
2. Excluding mysterious disappearance and/or stocktaking losses
3. It is noted and agreed that the term "Storage location" excludes retail premises
4. It is a condition precedent to any liability of underwriters that if a burglar alarm is fitted:
  - a) The burglar alarm is maintained in an efficient working order.
  - b) A maintenance contract is in force
  - c) The maintenance contract company is immediately advised of any defect
  - d) The burglar alarm is in full operation at all times when the premises are unattended
  - e) Underwriters shall be notified immediately if:
    - i) the police advise the Insured that they will no longer answer alarm calls
    - ii) the Insured encounters any difficulties with the alarm which may lead to the generation of false calls
    - iii) during the currency of this policy the maintenance contract is cancelled, expires or is not renewed or is taken over by a different maintenance company.
5. Excluding infidelity or acts of fraud or dishonesty of any Partner or Director, Employee of the Insured whether acting alone or in collusion with others, whether or not such acts are committed during regular business hours.
6. Excluding loss or damage caused by theft or attempted theft from the premises outside business hours or at any time when left unattended unless the following security measures are put into full and effective operation:
  - a) All external doors including those to common parts or other areas to be secured by locks which conform to BS3621- Thief resistant locks or equivalent outside the United Kingdom.
  - b) All accessible opening windows including fanlights to be secured with key operated locking devices.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements

Warranted that all stock is stored on racks at least 15 cm above floor level.

## Special Condition

The Underwriters shall not be liable for any loss or destruction of or to the subject matter insured arising from theft or any attempt thereat whilst on or contained in any vehicle when left unattended:-

### Applying to unattended owned vehicles or operated by the Insured

1. Between the hours of 9.00 pm and 6.00 BST or GMT on working days or during non-working days unless such vehicles shall be garaged at the time in a fully enclosed building or compound of substantial construction which is locked or under constant surveillance  
or
2. At any other time when not garaged unless all doors and the boot shall be locked and windows

and other means of access shall be securely closed and all security devices as may be specified in the policy shall have been put into effect.  
All locks and security devices shall be properly and adequately maintained.

The Insured shall at all times exercise reasonable care in the selection and employment of Drivers and other Employees and shall obtain written references and confirmation of such references directly from the previous Employers.

Nevertheless the Insured's right to recover any loss arising from theft shall not be prejudiced by failure of the Insured to comply with Condition (b) solely through the mechanical breakdown of locks or security devices as a result of damage by fire or an accident to the vehicle provided always that such locks and devices were in efficient working order at the commencement of the journey during which theft occurred and provided also that all reasonable precautions were taken by the Insured to protect the subject matter insured following the breakdown or damage.

## Exclusions

We will not indemnify You in respect of:

1. Bruising, scratching, chipping, denting and claims for repainting on unpacked, unprotected or crated items.
2. Rust, oxidisation and discoloration on unpacked, unprotected or crated items.
3. Mechanical or electrical or electro magnetic derangement unless caused by a risk insured against.
4. Wear, tear and gradual deterioration

## Important

### Procedure In The Event Of Loss Or Damage For Which Underwriters May Be Liable

#### Liability of Carriers, Bailees or Other Third Parties

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

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carriers' or other Bailees' Representative if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

## Claims Procedure

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to:

Richard Grassick MBACS  
PCL Surveys Ltd  
Cox House  
47 The Terrace  
Gravesend  
Kent  
DA12 2DL  
Telephone: 01474 364182 (24hr line)  
including when applicable:-

- a) Original policy or certificate of insurance.
- b) Original or copy shipping invoices, together with shipping specification and/or weight notes.
- c) Original Bill of Lading and/or other documentation evidencing the contract of carriage.
- d) Survey report or other documentary evidence to show the extent of the loss or damage.
- e) Landing account and weight notes at final destination.
- f) Correspondence exchanged with the carriers and other Parties regarding their liability for the loss or damage.

To enable claims to be dealt with promptly, the Insured or their Agents are advised to submit all available supporting documents without delay

## Our Service to You – Complaints Procedure

It is our intention to provide you with a first class service. However, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact either your usual insurance adviser or

Zurich Insurance plc,  
The Zurich Centre, 3000 Parkway,  
Whiteley, Fareham,  
Hampshire, PO15 7JZ

Please state the nature of your complaint.

Quote the policy and/or claim number, the name of any claim handling organisation with whom you have been dealing and their reference number.

If after taking this action you are dissatisfied with our response please write to:-

Chief Executive Officer, at the above address.

If the matter is not resolved to your satisfaction you may request assistance from:

The Consumer Information Department  
The Association of British Insurers  
51 Gresham Street  
London EC2V 7HQ  
Telephone No: +44 (0)20 7600 3333  
Facsimile No: +44 (0)20 7696 8999  
Email address: info@abi.org.uk

Zurich Insurance plc is a member of the ABI

Alternatively you may seek assistance from:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall London E14 9SR  
Telephone No: 0845 080 1800  
Email address: enquiries@financial-ombudsman.org.uk  
Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against Zurich Insurance plc

## Data Protection Notice

The purpose of this notice is to inform you how we use your Personal Data. We (Zurich Insurance plc) will process the Personal Data you provide to us in accordance with our Privacy Statement as summarised below.

The term "Personal Data" refers to personally identifiable information about an individual, such as their name, job description, health related data, birthday, email address or mailing address.

By registering your Personal Data with us (through our website, by completing a Proposal or Claim Form or providing information to us in any other way), you have consented to us processing your Personal Data for specific purposes, including arranging your insurance cover (including renewals and claims), complying with a legal requirement, accounts administration, customer services, credit checks, fraud prevention and marketing our products and services.

In order to arrange your insurance cover (or process any claims), we may disclose your Personal Data to other companies within our Group, our insurance partners, loss adjusters and other third parties who act for us for further processing. In some instances, it may be necessary to transfer your Personal Data between our European and International offices. This may include your Personal Data being disclosed to legal or regulatory bodies in order to comply with diverse legal regulations. We will endeavour to ensure any such data processed or disclosed is appropriately protected by technical and operational security measures and contractual measures where necessary.

We will also use your contact details to keep you informed by post, telephone or e-mail of our additional products or services and developments in the insurance sector generally which may be of interest to you. Please note that your details may continue to be used for these purposes after your policy has lapsed. If you do NOT wish your contact details to be used for marketing purposes as set out above, please e-mail or write to us at the address given below.

With certain exceptions, and on payment of a small fee, we will disclose to you the Personal Data we hold about you. We will also correct, amend or delete any inaccurate data and you may inform us of any such changes by emailing us or writing to us at the address given below. We will only keep your Personal Data for as long as reasonably necessary for the purposes for which it was collected or to comply with any legal, ethical or document retention requirements.

Where you have provided us with Personal Data about another person, you have confirmed to us during presentation of the risk and/or in the Proposal Form or Claim Form that they have appointed you to act for them and that they consent to the processing of their Personal Data as set out above.

If you have any questions about this Data Protection Notice, please e-mail or write to us at the addresses given below.

Zurich Insurance plc,  
The Zurich Centre, 3000 Parkway,  
Whiteley, Fareham,  
Hampshire, PO15 7JZ

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park,  
Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA registration number 203093.

These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on

0845 606 1234.