

TOKIO Marine for TJOCARGO

**BASIS OF**

**VALUATION:**

Value declared for insurance, but in no case shall the valuation exceed Cost, Insurance and Freight (C.I.F.) plus 30% unless prior written consent of the Insurer is given. In the event of declaration after loss or arrival, the basis of valuation will be Cost, Insurance and Freight (C.I.F.) plus 10% only.

Also to pay increased value by reason of Duty, Excise, Surcharge and/or Landing and similar charges, if incurred in anticipation of arrival and provided declared to and accepted by Insurers. The Insured agrees to take all reasonable steps to obtain a refund of such charges and return the net amount to Insurers.

**CONVEYANCES:**

Per any Conveyances by Land and/or Air and/or Water excluding barges unless being used as a connecting conveyance or specifically agreed by Underwriters prior to shipment.

**MAXIMUM LIMITS OF  
LIABILITY/ SUMS**

**INSURED:**

USD 2,000,000 any one vessel and/or aircraft and/or conveyance and/or domestic transit and/or location in the ordinary course of transit at any one time in respect of Interests, 1, 2, 3 and 4

Limit any one location to apply any one warehouse/store or deposit irrespective of location or proximity to other warehouse/store or deposit.

(or the equivalent in any other currency)

**SUBJECT MATTER**

**INSURED:**

**INTEREST 1: APPROVED GOODS AND GENERAL MERCHANDISE**

General Cargo and/or Merchandise are deemed to be "Approved" if they attract no special hazard in regard to stowage, handling, packing or during normal methods of transit or by their inherent nature are not more than normally susceptible to loss and/or damage arising from pilferage, leakage, shortage, loss in weight, breakage, scratching, bruising, chipping, denting, bending or crushing or are not liable to perish, deteriorate or suffer any changes in quality or suffer from electrical, mechanical or any other form of derangement or breakdown.

SUBJECT MATTER

INSURED:

(Continued)

Examples of "Approved" and General Merchandise include but are not limited to:

- Textiles, Piece Goods including Fabrics, Haberdashery and Yarn
- Made Up Clothing (excluding Furs, Fur Garments, Sportswear, Branded Goods, Fashionwear and Leatherwear) and Shoes
- New Machinery, Machinery Parts & Spares which are not prone to breakage such as Heavy Material, Generators, Road Works Equipment, Drilling Equipment, Non Fragile Medical/Material/Dental Equipment, Wheelchairs. Excluding Precision Instruments or Machinery which is prone to breakage.
- Hardware, Tools, Garage Equipment, Ironmongery, Taps and Wire, Rubber Mats, Plastic Holloware, Office Sundries, Paper Products, Stationery and Printed Matter and Books
- Non-fragile Motor Vehicle Spares, Accessories and Tyres
- Flat packed Furniture (excluding Glass)
- Foodstuffs in Cartons, Bottles, Tins, Cans and Jars.
- Taxidermy Stuffed Animals
- Chemicals and Pharmaceutical Products in Bottles, Tins, Cans, Paper, Sachets including liquid items in Tins
- Chemicals in Drums, Sacks or Bags
- Dried Foodstuffs in Bags and Sacks including Beans, Rice, Pulses, Herbs and Spices
- White Goods and New Furniture – "White Goods" defined as Cookers, Ovens, Refrigerators and Freezers, Washing Machines, Dishwashers and other white or enamelled goods packed in cases, cartons or waterproof crates
- Branded Goods – such as Cosmetics & Commodities, Confectionery, Sports Goods, Sports and Leisurewear, Leisure Articles, Bicycles, Fishing/Hunting Equipment, Perfumes, Garments, Eyewear, Leather goods/Leatherwear, Toys & Games
- Desktop Computers, Servers, Printers, Monitors, Keyboards, Mice and other peripherals. All subject to a 3% of total insured value deductible (minimum deductible USD 500) each and every claim. Excluding Laptops, Notebook and Handheld Computers and similar items and excluding computer chips, memory boards and similar high value components
- Bottled Beverages – including Liquors
- Domestic Electrical Appliances – including Radios, Televisions, Audio Equipment, Video Recorders, Cameras, Calculators, Electronic Toys, Video Games, Consoles and Associated Items. Excluding Mobile Telephones and Simm Cards. Plasma Screens warranted packed in original manufacturers packing or flight cases. Precision Instruments or Machinery – which is prone to Breakage including Typewriters, Photocopiers, Fragile Radiological Equipment, Printing, Knitting and Textile Machinery

SUBJECT MATTER  
INSURED:  
(Continued)

INTEREST 2: OIL WELL SUPPLIES

- Oil Well Supplies
- Drilling Mud and Resins in Full Container Loads Door/Door
- Iron and Steel (coils, bars, beams, billets and similar goods shipped in bulk)

INTEREST 3: HEAVY EQUIPMENT

- Heavy Equipment / Machinery and Heavy Duty Vehicles including Buses, Trucks, Armoured Vehicles, Non-Private Passenger Vehicles and the like.
- Oversized Cargo
- Project Cargo

INTEREST 4: MOTOR VEHICLES

- Automobiles and Motorcycles up to 12 years old or newer except in respect of Classic and/or Collectable Vehicles for which the age limitation is not applicable.

EXCLUDED GOODS:

Yachts and other boats  
Frozen Foods  
Frozen Meat  
Bulk Car Contracts  
Perishables  
Cellphones, Laptop Computers, Notebooks, Handheld Computers and Similar  
Computer Chips, Computer Memory Boards and Similar High Value  
Components  
Fresh Foods and Meat and other temperature controlled goods  
Fresh Fruit and Vegetables  
Cigarettes  
Antiques, Works of Art, Sculptures, Fine Art and Similar  
Jewellery, Watches, Trinkets, Personal Ornaments, Precious Stones and  
Metals  
Furs and Designer Clothing  
Cash, Bullion, Deeds, Bonds, Stamps, Medals, Coins  
Livestock  
Plasma Screens  
Cargo shipped loose in Bulk directly into ships hold without any packing for  
example liquids, bulk grain etc

TERRITORIAL LIMITS: Anywhere in the World, except as follows:

Excluded Countries:

Afghanistan, Cuba, Iraq, North Korea, Sudan, Syria and Zaire

And any other country on which the United Nations has imposed trading sanctions, without prior approval of Underwriters.

To Port / Airport only:

Angola, Armenia, Azerbaijan, Benin, Botswana, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Djibouti, Equatorial Guinea, Gabon, Ghana, Guinea, Guinea-Bissau, Haiti, Ivory Coast, Juan de Nova Island, Kazakhstan, Kenya, Kyrgyzstan, Liberia, Libya, Lithuania, Madagascar, Malawi, Mauritania, Mauritius, Mayotte, Moldova, Mozambique, Namibia, Niger, Nigeria, Russia, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Somalia, Sudan, Swaziland, Tajikistan, Tanzania, The Gambia, Togo, Turkmenistan, Uganda, Ukraine, Uzbekistan, Zambia & Zimbabwe.

Including all loading, unloading and transshipment risks whether customary or otherwise.

Excluded Countries from War and Strikes Cover:

Algeria, Angola, Burundi, Cambodia, Chad, Colombia, Congo, Ethiopia, Georgia, Guinea-Bissau, Haiti, Indonesia (excluding Java), Iran, Israel & Palestinian Authority, Ivory Coast, Lebanon, Liberia, Pakistan, Rwanda, Sierra Leone, Somalia, Sri Lanka, Sudan, Syria, Tajikistan, Yemen & Zimbabwe.

GENERAL  
CONDITIONS:

Institute Cargo Clauses (A) Cl.252 1.1.82.  
Institute Cargo Clauses (Air) Cl.259 1.1.82.

Institute War Clauses (Cargo) Cl.255 1.1.82.  
Institute War Clauses (Air Cargo) Cl.258 1.1.82.

Institute Strikes Clauses (Cargo) Cl.256 1.1.82.  
Institute Strikes Clauses (Air Cargo) Cl.260 1.1.82.

Please note that cover in respect of War and Strikes is not automatic for all transits. For details, please refer to the Country Lists within this policy.

Institute Replacement Clause Cl.161 1.1.34.

GENERAL  
CONDITIONS:  
(Continued)

Institute Classification Clause Cl.354 1.8.97.

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion Clause Cl.370 10.11.03.

Institute Cyber Attack Exclusion Clause Cl.380 10.11.03.

This insurance is subject to the Institute Service of Suit Clause (U.S.A.) Cl.355 1.11.92.

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:

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

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

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the 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.
- b) Or that a current Document of Compliance was not held by her owners or operators.

as required under the SOLAS Convention 1974 as amended.

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

GENERAL  
CONDITIONS:  
(Continued)

CARGO ISM FORWARDING CHARGES CLAUSE JC 98/023 4.6.98.

(For use only with JCC Cargo ISM Endorsement JC 98/019) (Amended)

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.

All of the above mentioned "Institute" clauses are deemed to be correct and current at the time of issue of this document but may be subject to any replacing clause(s) as may be agreed by the Institute of London Underwriters. All replacement clauses shall be effective from the date of change, however any Cargo on "risk" or "attaching" prior to midnight on the date of change shall be covered subject to the expiring clause(s).

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 interests 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 interests beyond such limits of liability by reason of interruption of transit and/or other circumstance beyond the control of the Insured, Underwriters shall, provided notice be given in all such cases as soon as known to the Insured, hold covered such excess amount and be liable for the full amount at risk but in no event shall Underwriters be liable hereunder for more than double the limits of liability expressed herein.

GENERAL  
CONDITIONS:  
(Continued)

CERTIFICATE CLAUSE

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Insured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current contract wording. In the event that wider coverage is required, prior agreement of Underwriters is to be obtained at an additional premium to be agreed.

If the conditions which appear on the certificate are wider than the conditions given by the wording or given by the Underwriters, the Insured remains liable for the difference between these conditions.

DEDUCTIBLE CLAUSE

All claims for loss, damage or expense resulting from one occurrence or series of occurrences arising out of one event, shall be adjusted as one claim, and from the amount of such adjusted claim there shall be deducted the sum as referred to within the rating schedules or clauses continued elsewhere herein.

Notwithstanding the foregoing, claims recoverable under the Institute Cargo Clauses (C) Cl.254 1.1.82, the Institute War Clauses (Cargo) Cl.255 1.1.82, the Institute Strikes Clauses (Cargo ) Cl.256 1.1.82 or General Average, Salvage and Sue and Labour Charges and Survey Fees shall be payable in full.

CHANGE OF DESTINATION / DEVIATION / DELAY

In case of voluntary change of destination and/or deviation and/or delay within the Insured's control, the insured goods are held covered hereunder subject to the Insured reporting, as soon as possible, all such events to Underwriters.

In case of short shipment in whole or part by the vessel reported for insurance hereunder, Underwriters agree to hold the Insured covered against the risks insured hereunder until arrival at the final destination to which the goods are insured or until the goods are no longer at the risk of the Insured, whichever may first occur.

GENERAL  
CONDITIONS:  
(Continued)

COMPUTER SHIPMENTS

Shipments of Desktop Computers, Servers, Printers, Monitors, Keyboards, Mice and other peripherals are subject to a 3% of total insured value deductible (minimum deductible USD 500) each and every claim.

CRAFT RISK

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

DECONSOLIDATION AND UNPACKING COVERAGE

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise which have been or will be covered under this policy for the import or export voyage owned by the Insured or held by the Insured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Insured can be liable while temporarily customs or elsewhere while awaiting shipment consolidation, repacking and other preparations for export or entry, including storage pending commencement of transit to final insured destination, for a period of not exceeding 30 (thirty) days. Held covered beyond 30 (thirty) days at premiums to be agreed.

This extension of coverage shall not apply to goods and/or merchandise or which a charge has been made by the Insured or his agent for temporary storage. The insurance afforded by this endorsement shall be excess insurance over any other valid and collectable insurance available to the insured.

GENERAL  
CONDITIONS:  
(Continued)

DELIBERATE DAMAGE POLLUTION HAZARD CLAUSE

This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This clause shall not increase the Limits of Liability provided for elsewhere herein.

DRIED FOODSTUFFS IN BAGS AND SACKS

Excluding Heating and Sweating unless shipped in ventilated containers.  
Excluding Infestation arising from weevil, grub or web.  
Excluding Rejection Risks.Excluding any Natural loss in Weight.

ELECTRICAL AND MECHANICAL DERANGEMENT CLAUSE

Excluding loss or damage due to mechanical, electrical or electronic breakdown or derangement unless caused by a peril insured against under the terms of this policy and there is evidence of an external damage.

GENERAL AVERAGE AND SALVAGE CHARGES

This insurance covers General Average and Salvage Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York – Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of Claims for General Average contributions and Salvage Charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.General Average deposits shall be payable on production of General Average deposit receipts.

GENERAL  
CONDITIONS:  
(Continued)

HEAVY ROLLING STOCK

No coverage while the vehicles are under their own power, except for loading and unloading to/from the overseas vessel.Excluding rust, oxidation and discolouration.Excluding damages, injury or liability to any third party absolutely.Excluding any claim recoverable under a policy of Motor Insurance.

#### HELD COVERED CLAUSE

It is necessary for the Insured or their Representatives or their Agents, when they become aware of an event which is held covered under this insurance, to give prompt notice to the Insurers via their representatives or agents.

#### INSOLVENCY AMENDMENTS CLAUSE

Exclusions 4.6 of the Institute Cargo Clause (A), Institute Cargo Clauses (B), Institute Cargo Clauses (C) and Exclusions 3.6 of the Institute War Clauses (Cargo) and the Institute Strikes Clauses (Cargo) are amended to read:

"Loss or damage or expense caused by insolvency or financial default of the Owners, Managers, Charterers or Operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal completion of the voyage."

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." This amendment applies to all goods shipped on Conference Line Vessels.

#### IRON AND STEEL PRODUCTS

Excluding the risks of rust, oxidation, discolouration and corrosion. Non-crated or non-containerised shipments of pipe, tubing or similar items:  
Excluding the risks bending, twisting, distortion and end damage.

GENERAL  
CONDITIONS:  
(Continued)

#### LABELS CLAUSE

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

#### LETTERS OF CREDIT CLAUSE

Where the Insured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Insured named herein shall always be protected hereunder against all the risks covered by this contract wording.

#### 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 existing 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.

#### ON DECK SHIPMENTS

For the purpose of this Policy, "On Deck" shipments in containers, shall be considered as "Under Deck" shipments. All other shipments carried "On Deck" and subject to On Deck Bill of Lading are insured subject to Institute Cargo Clauses (C) Cl.254 1.1.82. conditions including Jettison and Washing Overboard or as separately agreed by Underwriters.

#### OTHER INSURANCE

In the event that the Insured shall also have placed specific insurance at any location covered hereunder, this insurance shall only be held for the excess amount of loss over that which shall be collectable from other insurance.

GENERAL  
CONDITIONS:  
(Continued)

#### PROCESS CLAUSE

Excluding loss and/or damage to the subject-matter hereby insured caused by processing, errors in processing and/or as a direct result of being worked upon unless due to an external cause otherwise covered by this policy.

#### RECONDITIONED AND/OR REFURBISHED / USED GOODS CLAUSE

Institute Cargo Clauses (A) Cl.252 1.1.82.

Institute Cargo Clauses (Air) Cl.259 1.1.82.

Excluding Rust, Oxidisation and Discolouration absolutely.

Excluding Marring, Chipping, Denting, Scratching and Mechanical, Electrical or Electronic Breakdown or Derangement unless caused by an insured peril.

#### **Warranted that spare parts are readily available.**

It is a condition of this insurance that any cost of repair/replacement is limited to insured value only.

#### RETURNED SHIPMENTS CLAUSE

his Policy of insurance is extended to cover, at Policy terms and conditions, shipments of returned goods which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and the Insured wants to report all such shipments as soon as practicable after they have knowledge of the refusal.

Shipments returned to the Insured by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Policy while in transit to such consignees.

Returned merchandise other than defined above is insured subject to the Institute Cargo Clauses (C) Cl.254 1.1.82. at rates to be agreed by Underwriters.

GENERAL  
CONDITIONS:  
(Continued)

#### SUE AND LABOUR CLAUSE

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof, Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Underwriters, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

TEMPERATURE VARIATION

Excluding any loss, damage or change in the nature of the subject matter insured caused by variation in temperature unless caused by a peril insured under the terms of the Institute Cargo Clauses (B).

TERRORISM RISK INSURANCE ACT 2002 (TRIA)

Following recent US legislation regarding the Terrorism Risk Insurance Act 2002 (TRIA) we are obliged to inform you that in respect of transits to or from the United States of America the actual rate allocated to that of Terrorism Insurance Coverage has been included at a rate of 0.01% which represents a portion of the total transit rate including that of War and Strikes rates ruling.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

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

either

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,

GENERAL  
CONDITIONS:  
(Continued)

- 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 overseas 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 first occur.

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

#### UNPACKED/UNPROTECTED ITEMS

Excluding the risks of Rust, Oxidisation and Discolouration.

#### WAREHOUSING, FORWARDING CHARGES

Notwithstanding any average warranty contained herein, Underwriters agree to pay any landing, warehousing, forwarding or other expenses and/or particular charges should same be incurred, as well as any partial loss arising from transshipment. Also to pay the insured value of any package, piece, or unit totally lost in loading, transshipment, and/or discharge. Also to pay for any loss or damage to the interest insured which may be reasonably attributed to discharge at port of distress.

GENERAL  
CONDITIONS:  
(Continued)

#### IMPORTANT NOTICE

Procedure in the event of loss or damage for which Underwriters may be liable:

#### SURVEY AND CLAIM SETTLEMENT

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 Underwriters or the Surveyor named in the Certificate.

When submitting a claim under this policy the following documents should be forwarded

1. A copy of the Certificate of Insurance (or quote the Certificate number).
2. The Original or Copy shipping invoices, together with shipping specification and/or weight Notes.
3. The Original Bill of Lading and/or Contract of Carriage.
4. The Survey Report, or other documentary evidence to show the extent of the loss or damage.
5. The landing account and weight notes at final destination.
6. All correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.NO SURVEY CLAUSE**

No survey required on claims unlikely to exceed USD 2,000 or equivalent in any other currency.

**LIABILITY OF THE 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, the Insured or their Agents are required:-

**GENERAL  
CONDITIONS:  
(Continued)**

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 sure 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 Representatives if any loss or damage be apparent and claim on 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 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

#### DOCUMENTATION OF CLAIMS

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

1. Original certificate of insurance
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

GENERAL  
CONDITIONS:  
(Continued)

#### PREMIUM PAYMENT CLAUSE (LSW 3000) 11/01

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of installment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the sixtieth from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel the policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

The above clause to only apply as far as applicable taking into consideration this policy's method of premium calculation. By virtue of the above clause HSBC Insurance Brokers Limited will not be held liable for premium whether pro rata or in full.

SPECIFIC  
CONDITIONS  
APPLICABLE TO

**INTEREST 4:** As per General Conditions of each insurance bound and:-

No coverage while the vehicles are under their own power, except for loading and unloading to/from the overseas vessel.

**Warranted pre-shipment survey on all vehicles over 1 model year of age.**

In the absence of the pre-shipment survey, coverage to exclude claims for marring, chipping, denting, scratching. Subject to a 3% deductible of the total insured value of the vehicle, but not less than USD 500 each and every loss.

Excluding damages, injury or liability to any third party absolutely.

Excluding any claim recoverable under a policy of Motor Insurance.

CHOICE OF LAW  
AND JURISDICTION:

This insurance shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A. Each party agrees to submit to the exclusive jurisdiction of the Federal Courts of the State of Texas, U.S.A.

CANCELLATION  
NOTICE:

This insurance may be reviewed and/or cancelled by either party giving notice as follows:-

War Risks 7 days' notice.

Strikes, Riots and  
Civil Commotions Risks 7 days' notice but 48 hours in respect  
of sendings to/or from the United  
States of America.

All other risks 60 days' notice.

Cancellation shall become effective on the expiry of the appropriate number of days from midnight of the day on which notice of cancellation is issued by, or to Underwriters, but shall not apply to any transit risk which shall have been declared or attached in accordance with contract terms and conditions before the cancellation becomes effective.

**CANCELLATION  
NOTICE:  
(Continued)**

Notice is not to apply to any individual policies/covers that have attached under this facility or that attach prior to expiry of the period of cancellation. Individual covers shall continue to their normal expiry or anniversary date or until cancelled.

Individual attachments hereto are to be subject to 60 days mutual notice of cancellation at any time other than for non payment of premium in respect of which attachments shall be subject to 15 days notice of cancellation as per Brokers Cancellation Clause contained elsewhere herein.