

STANDARD CONDITIONS

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## STANDARD CONDITIONS

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### **BASIS OF VALUATION**

It is agreed that the basis of valuation for the purpose of this Open Cover shall be the value declared for insurance, but in no case shall the valuation exceed CIF + 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 CIF + 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.

### **CARGO ISM ENDORSEMENT**

Applicable to shipments on board Ro-Ro passenger ferries.

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

- (1) passenger vessels transporting more than twelve 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 1st 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 I.S.M. Code certified or whose owners or operators do not hold an I.S.M. Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- (a) Either that such vessel was not certified in accordance with the I.S.M. Code.
- (b) Or that a current Document of Compliance was not held by here 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.

### **CARGO ISM FORWARDING CHARGES CLAUSE**

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

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

- (a) to such vessel not being certified in accordance with the ISM Code
  - or
  - (b) to a current Document of Compliance not being held by her owners or operators
- as required under the SOLAS Convention 1974 as amended.

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

### **CERTIFICATE CLAUSE**

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Assured 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 Assured remains liable for the difference between these conditions.

### **CHANGE OF DESTINATION / DEVIATION / DELAY**

In case of voluntary change of destination and/or deviation and/or delay within the Assured's control, the insured goods are held covered hereunder subject to the Assured 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 Assured 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 Assured, whichever may first occur.

#### **COLUMBIA INLAND TRANSIT DEDUCTIBLE CLAUSE**

Any transit within Columbia is subject to a 10% of shipment value deductible in respect of theft pilferage hijack or any attempt thereat, shortage or non delivery.

#### **COMPUTER MILLENNIUM EXCLUSION CLAUSE (CARGO)**

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme, or process or any electronic system where such a loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

(i) the date change to the year 2000 or any other date change and/or

(ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

#### **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE**

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance hereunder. Neither this 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 Assured (as assignee or otherwise) or the rights of any loss payee.

#### **CRAFT CLAUSE**

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 Assured 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 Assured or held by the Assured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Assured 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 for which a charge has been made by the Assured 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.

#### **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 & SACKS**

Excluding Heating and Sweating

Excluding Infestation arising from weevil, grub or web

Excluding Rejection Risks

Excluding any Natural loss in Weight

Warranted shipped in ventilated container(s)

#### **ELECTRICAL AND MECHANICAL DERANGEMENT**

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**

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.

#### **HELD COVERED**

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, Charters 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.

#### **INSTITUTE CLASSIFICATION CLAUSE**

This insurance is subject to the Institute Classification Clause CL 354 dated 1.1.2001

#### **INSTITUTE RADIOACTIVE CONTAMINATION CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

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

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

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

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

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

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

#### **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

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

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

#### **INSURING TERMS**

Institute Cargo Clauses (A) CL 252 dated 1.1.82  
and/or Institute Cargo Clauses (Air) CL 259 dated 1.1.82 as applicable.

Institute War Clauses (Cargo) CL 255 dated 1.1.82  
and/or Institute War Clauses (Air Cargo) CL 258 dated 1.1.82 as applicable.

Institute Strikes Clauses (Cargo) CL 256 dated 1.1.82  
and/or Institute Strikes Clauses (Air Cargo) CL 260 dated 1.1.82 as applicable.

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 site.

#### **ITEMS IN NON-WATERPROOF CRATES OR PACKAGING**

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining and the Cost of Repainting as applicable.

#### **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 Assured 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 Assured named herein shall always be protected hereunder against all the risks covered by this contract wording.

#### **LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES**

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

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing package.
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 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 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 of Authorities at the port of discharge.

NOTE: FURTHER CLAIMS INFORMATION & CLAIMS PROCEDURES CAN BE FOUND UNDER THE 'CLAIMS INFORMATION' SECTION OF THIS WEBSITE.

#### **NO SURVEY CLAUSE**

No survey required on claims unlikely to exceed £1,000 or equivalent in any other currency.

#### **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 dated 1.1.82 conditions including Jettison and Washing Overboard or as separately agreed by Underwriters.

#### **OTHER INSURANCE**

In the event that the Assured 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 collectible from other insurance.

#### **PAIRS AND SETS CLAUSE**

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

#### **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 GOODS**

RECONDITIONED and / or REFURBISHED USED GOODS Warranted that the Interest insured is fully refurbished / reconditioned to a new standard. Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising Chipping, Denting, Marring and the Cost of Repainting as applicable unless caused by an Insured peril. Subject to the Secondhand Replacement Clause as above.

#### **REPLACEMENT CLAUSE**

Subject to the Institute Replacement Clause CL 161 dated 1.1.34 and/or the Secondhand Replacement Clause as below, as applicable.

#### **RETURN SHIPMENTS CLAUSE**

This 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 Assured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal.

Shipments returned to the Assured 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 as defined above is insured subject to the Institute Cargo Clauses (C) CL 254 dated 1.1.82 at rates to be agreed by Underwriters.

#### **SECONDHAND REPLACEMENT CLAUSE**

In the event of a claim for loss of or damage to any part or parts of the interest insured, in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete article.

#### **SERVICE OF SUIT CLAUSE**

This insurance is subject to the Institute Service of Suit Clause (USA) CL 355 dated 1/11/92

#### **SOUTH AFRICA INLAND TRANSIT DEDUCTIBLE CLAUSE**

Any transit within South Africa is subject to a 10% of shipment value deductible in respect of hijack losses.

### **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 defense, 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.

### **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 landing 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.

### **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).

### **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, 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 Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

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

whichever shall occur first

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.

This clause is subject to English law and practice.

### **UNPACKED / UNPROTECTED ITEMS**

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising, Chipping, Denting, Marring and the Cost of Repainting as applicable.

### **USED GOODS**

Unless otherwise agreed with Insurers prior to the commencement of transit, the Institute Cargo Clauses (A) or the Institute Cargo Clauses (Air) are deleted and replaced to the Institute Cargo Clauses (C). Subject also to the Secondhand Replacement Clause as above.

### **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 transhipment. Also to pay the insured value of any package, piece or unit totally lost in loading, transhipment and/or discharge. Also to pay for any loss or damage to the interest insured which may be reasonably attributed to discharge of cargo at port of distress.

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## **LLOYD'S PRIVACY POLICY STATEMENT**

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**UNDERWRITERS AT LLOYD'S, LONDON**

We, the Certain Underwriters at Lloyd's, London that have underwritten this insurance want you to understand how we protect the confidentiality of non-public personal information we collect about you.

#### **INFORMATION WE COLLECT**

We collect non-public personal information about you from the following sources:

- (a) Information we receive from you on applications or other forms;
- (b) Information about your transactions with our affiliates, others or us; and
- (c) Information we receive from a consumer-reporting agency.

#### **INFORMATION WE DISCLOSE**

We do not disclose any non-public personal information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting, etc.).

#### **CONFIDENTIALITY AND SECURITY**

We restrict access to non-public personal information about you to our employees, our affiliates employees or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

#### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of your personal information in our possession.

**CONTACTING US** If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent/broker who handled this insurance. A more detailed statement of our information privacy practices is available upon request.

#### **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.

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### **SPECIAL CONDITIONS / DEDUCTIBLES**

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**SPECIAL CONDITIONS relating to certain Interests as per the Interests Section of this site.**

#### **Interest 1 – Approved Goods & General Merchandise**

US\$500 deductible as stipulated within the Certificate of Marine Insurance.

#### **Interest 2 - White Goods, Branded Goods, Domestic Electrical, Precision Instruments or Machinery which is prone to breakage**

1% of total sum insured deductible or as stipulated within the Certificate of Marine Insurance.

#### **Interest 4 - Fragile Goods**

3% of total sum insured or as stipulated within the Certificate of Marine Insurance.

#### **Interest 5 - Household Goods and Personal Effects**

USD \$500 deductible (or 1% of Sum Insured if greater) or as stipulated within the Certificate of Marine Insurance if greater.

#### **Interest 6 – Automobiles & Motorbikes**

1% of Sum Insured per vehicle deductible or as stipulated within the Certificate of Marine Insurance if greater plus Motor Vehicle Conditions as below.

#### **Interest Numbers 1 & 3:**

Deductible as stipulated within the Certificate of Marine Insurance.

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### **MOTOR VEHICLE CONDITIONS**

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Excluding Vehicles shipped on deck other than in Containers.

This Insurance will be subject to the following Institute Clauses appropriate to the mode of transit along with any other policy conditions: Institute Cargo Clauses (A) or (Air), Institute War Clauses (Cargo) or (Air Cargo) Institute Strikes Clauses (Cargo) or (Air Cargo) Institute Replacement Clause, Institute Classification Clause. In addition the clauses below are deemed to apply:

#### **DURATION CLAUSE**

This insurance attaches from the time the vehicle is handed over to the carrier or agent at the place named for the commencement of the transit, including where required a period not exceeding 15 days in compound whilst awaiting loading, continues during the ordinary course of transit and terminates either:

- i. when the vehicle is handed over to the Insured or his agent at the destination named, or
- ii. on delivery to a place of storage other than in the ordinary course of transit, or
- iii. on expiry of 10 days from the time the vehicle becomes available for collection by the Insured or his agent

...whichever shall first occur.

#### **VALUATION & AVERAGE CLAUSE**

The vehicle should be insured for its full market value at destination including freight if required. In the event of the sum insured being less than sound market value of the vehicle at the time and place of loss, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the sound market value of the vehicle.

#### **DEPRECIATION**

Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged vehicle

#### **RESPRAYING**

Respraying of vehicles is limited to damaged parts only.

#### **EXCESS**

The Insured shall bear the first 1% of consignment value per vehicle (or USD \$500 if higher) or deductible as stipulated within the Certificate of Marine Cargo Insurance if greater each & every claim.

#### **EXCLUSIONS**

##### **VEHICLES OVER 5 YEARS OF AGE & \OR VEHICLES WITH NO CERTIFICATE OF CONDITION \***

Excluding the risks of scratching, denting, chipping, bruising, marring, staining, rust, oxidation & discolouration.

**\* Certificate of Condition is defined as:** A document stating the condition of the vehicle at the time the vehicle enters the custody of the freight forwarder or steamship company noting all defects agreed by both the freight forwarder and the owner of the vehicle and signed at the same time.

##### **CLASSIC CARS**

Excluding any motor vehicles over (12) twelve years of age without prior approval from Underwriters.

##### **MECHANICAL, ELECTRICAL DERANGEMENT**

Excluding the risks of mechanical, electrical or electronic breakdown & \or derangement.

##### **CLIMATIC CONDITIONS**

Excluding loss or damage arising from climatic or atmospheric conditions or extremes of temperature or freezing of coolant.

##### **RUST, OXIDISATION & DISCOLOURATION**

Excluding the risks of rust, oxidation and discolouration unless caused by a peril insured under the terms of the Institute Cargo Clauses (C).

##### **ACCESSORIES**

Excluding loss or damage to accessories & \or portable items unless declared prior to shipment

##### **AUDIO EQUIPMENT**

Excluding theft & \or pilferage of audio equipment, including but not limited to radios, CD players, speakers and similar items unless stolen with the vehicle.

##### **OWN POWER**

Excluding loss or damage whilst the insured vehicle is being driven under its own power or whilst being towed, except whilst being loaded or unloaded from the carrying conveyance including containers.

##### **THIRD PARTY LIABILITY**

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

##### **MOTOR INSURANCE**

Excluding any claim recoverable under a policy of Motor Insurance.

##### **CONFISCATION**

Excluding the risks of confiscation & seizure.

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## **HOUSEHOLD GOODS & PERSONAL EFFECTS**

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This Insurance will be subject to the following Institute Clauses appropriate to the mode of transit along with any other policy conditions: Institute Cargo Clauses (A) or (Air), Institute War Clauses (Cargo) or (Air Cargo) Institute Strikes Clauses (Cargo) or

(Air Cargo) Institute Replacement Clause, Institute Classification Clause. In addition the clauses below are deemed to apply:

#### **DURATION CLAUSE**

This insurance attaches from the time the insured property leaves the Insured's residence or place of storage at the place named for the commencement of the transit, including where applicable whilst at packers premises being packed or awaiting shipment for a period not exceeding 30 days and terminates either: i. on delivery to the Insured's premises at the destination named, or ii. on delivery to a place of storage other than in the ordinary course of transit, or iii. on expiry of : 60 days after completion of discharge overseas from the overseas vessel at the final port of discharge or 30 days after unloading from the aircraft at the final place of discharge, ...whichever shall first occur.

#### **AVERAGE CLAUSE**

In the event of the sum insured being less than the total value at the time and place of loss of the insured property, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the total value of the insured property.

#### **DEPRECIATION**

Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article.

#### **REPLACEMENT CLAUSE FOR SECOND HAND GOODS**

In the event of a claim arising under the Institute Replacement Clause, this insurance is only to pay such proportion as the insured value bears to the cost of the goods when new based on present values.

#### **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.

#### **PAIRS AND SETS CLAUSE**

Where an insured item consists of articles in a pair or set, the Insured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged.

#### **FRAGILES & ANTIQUES WARRANTY**

Warranted that the maximum value of fragiles & \or antiques does not exceed 15% of the overall consignment value unless specifically agreed with insurers prior to the commencement of transit.

#### **EXCESS**

The Insured shall bear the first USD \$500 (or currency equivalent at the time of loss) or 1% of the sum insured whichever is the greater each & every claim.

#### **EXCLUSIONS**

##### **INVENTORY REQUIREMENTS**

Excluding claims for missing items unless a full valued inventory is completed and signed by the owners of the goods prior to the commencement of transit. Warranted that any item valued above \$1,000 or currency equivalent is listed.

##### **OWNER PACKED EFFECTS**

Excluding breakage, scratching, denting, chipping, bruising, bending, marring, staining and tearing of owner packed effects, including trunks, suitcases and the like.

##### **MECHANICAL, ELECTRICAL DERANGEMENT**

Excluding loss or damage due to mechanical, electrical or electronic breakdown & \or derangement unless there is evidence of external damage to the insured item or its packing.

##### **MOTH, VERMIN, WEAR & TEAR**

Excluding loss or damage due to moth, vermin, mildew, mould, rust, discoloration, inherent vice, wear, tear and gradual deterioration.

##### **CLIMATIC CONDITIONS**

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature unless such claim is recoverable under the terms of the Institute Cargo Clauses (C). No claim to attach hereto for damage to strings, reeds & \or drumheads in respect of musical instruments.

##### **CONFISCATION**

Excluding the risks of confiscation & seizure.

**EXCLUDED GOODS**

Excluding loss of or damage to cash, bank notes, cheques, travellers cheques, money orders, postal orders, national saving certificates, premium bonds, stamps, deeds, tickets, passports, manuscripts, lottery tickets or documents of any description, medals, coins, bonds, securities, jewellery, watches, trinkets, personal ornaments, precious stones & metals, furs and any other article of similar description. Also excluding any accompanied luggage or any article used or worn during the course of the transit.

**PERISHABLE GOODS, LIQUIDS**

Excluding loss of or damage caused by perishable goods, acids, paints, aerosols, medicines and all liquids.