

MARINE INSURANCE POLICY

CARGO

In consideration of the payment of or agreement to pay the premium specified in the schedule to **JUBILEE ALLIANZ GENERAL INSURANCE CO LTD** (hereinafter referred to as the company) by or on behalf of the Assured mentioned in the schedule, the company hereby agrees to insure against loss damage liability or expense in the manner hereinafter provided.

This insurance is subject to the laws of the Republic of Uganda.

(A) 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 and 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 packages.
2. To apply immediately for survey by Carrier's 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
3. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
4. 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.

Any claim under this insurance should be submitted without delay, accompanied by all correspondence with Carriers and other parties regarding their liability.

(B) SURVEY AND CLAIM SETTLEMENT

In the event of loss or damage which may involve a claim under this insurance immediate notice of such loss or damage should be given to and a Survey Report obtained from our offices or the insurance Agents or Brokers as may be applicable.

In the event of any claim arising under this insurance, request for settlement should be made to:-

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Who is/are authorized by the Company to adjust and settle claims on behalf of the Company? In the event of a claim arising under this Policy it shall be settled in accordance with Uganda Law (Uganda Marine Insurance Act (2002) and custom.

(C) INSTITUTE CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute war Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day of the day on which notice of the cancellation is issued by or to the Underwriters.

(D) INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

(For use only with Institute Clauses)

In consideration of an additional premium, it is hereby agreed that this insurance covers loss or damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.

(E) 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 the liability of Underwriters exceed the insured value of the complete machines

(F) MALICIOUS DAMAGE CLAUSE (For use with Institute Cargo Clauses (B) and (C))

In consideration of an additional premium, it is hereby agreed that Clause 4, 7 of the Institute Cargo Clauses is deemed to be deleted and further that this insurance covers loss of or damage to be subject – matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

(G) MARINE CARGO ROAD TRANSIT WARRANTY

It is a condition under this Open Cover/Policy/Certificate of Insurance/Cover Note as the case may be that:

- (a) This Policy does not cover any loss or damage arising from non-compliance to the Axle Load regulations set by the Government.
- (b) Further, notwithstanding provisions contained in this Policy, this insurance shall in no case cover loss or damage or expenses directly attributable or arising from the partial unstuffing of containers or unloading of cargo so as to comply with the Axle Load Regulations.

(H) INSTITUTE BULK OIL CLAUSES: RISKS COVERED:-

- 1. This insurance covers, except as provided in Clauses 4,5,6, and 7 below,
 - 1.1 Loss of or contamination of the subject- matter insured reasonably attributable to:-

Risks
Clause

 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 collision or contact or vessel or craft with any external object other than water
 - 1.1.4 Discharge of cargo at a port or place of distress
 - 1.1.5 earthquake volcanic eruption or lightning
 - 1.2 loss of or contamination of the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison

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| 1.2.3 | leakage from connecting pipelines in loading transhipment or discharge | |
| 1.2.4 | negligence of Master Officers or Crew in pumping cargo ballast or fuel, | |
| 1.3 | contamination of the subject-matter insured resulting from stress of weather. | |
| 2. | The insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6, and 7 or elsewhere in this insurance | General Average Clause |
| 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim | "Both to Blame Collision Clause" |

EXCLUSIONS

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| 4. | In no case shall this insurance cover | General Exclusions Clause |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured | |
| | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured | |
| | loss damage or expense caused by inherent vice or nature of the subject-matter insured | |
| | 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). | |
| | loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel | |
| | 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 or conveyance for the safe carriage of the subject-matter insured where the Assured or their servants to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. | Unseaworthiness and Unfitness Exclusion Clause |
| | 5.2 The Underwriters waive any breach of the implies warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6. | In no case shall this insurance cover loss damage or expense caused by:- | War Exclusion Clause |
| 6.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat. | |
| 6.3 | derelict mines torpedoes bombs or other derelict weapons of war | |
| 7. | In no case shall this insurance cover loss damage or expense | Strikes Exclusion Clause |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| 7.3 | caused by any terrorist or any person acting from a political motive | |

DURATION

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| 8 | 8.1 | This insurance attaches as the subject-matter insured leaves tanks for the purpose of loading 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. | as the subject-matter insured enters tanks on discharge to place of storage vessel at the destination named herein, | |
| | | or | |
| | 8.1.2 | on the expiry of 30 days after the date of arrival of the vessel at the destination named herein, whichever shall first occur. | |
| | 8.2 | If, after discharge from the oversea vessel into craft at the final port or place of discharge but prior to the termination of this insurance under 8.1 above, the subject-matter insured or any part thereof is to be forwarded to a destination other than that to which it insured hereunder, the insurance on the subject-matter insured or such part thereof shall not extend beyond the commencement of transit to such other destination, unless otherwise agreed by the underwriters upon receipt of prompt notice from the Assured. | |
| | 8.3 | Subject to prompt notice being given to the Underwriters and to an additional premium if required by them, this insurance shall remain in force (until terminated under 8.1 or 8.2 above and subject to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any other variation of the adventure provided such other variation is beyond the control of the Assured. | |
| 9. | | If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port of place other than the destination named therein or the transit is terminated otherwise than as provided in clause 8 above, then this insurance shall also terminated unless prompt notice is given to the Underwriter 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 on 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 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur. | |
| | | or | |
| | 9.2 | if the goods or 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 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

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| 11. | 11.1 | In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss | Insurable Interest Clause |
| | 11.2 | Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by the insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. | |

12. Where, as a result of the operation of a risk covered by this insurance, the Insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder
- Forwarding Charges Clause
- This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in clauses 4,5,6, and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.
13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.
- Constructive Total Loss Clause
14. 14.1 If any increased value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all increased value insurances covering the loss, the liability under this insurances 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 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.
15. **Claim for leakage and shortage recoverable under this insurance are to be adjusted as follows:-**
- The amount recoverable shall be the proportionate insured value of volume of oil lost, to be ascertained by a comparison of the gross volume certified as having left tanks for loading on to the vessel with the gross volume certified as been delivered to tanks at the termination of the transit, except that where the contract of sale is based on weight and not on volume the amount recoverable may be calculated on a weight basis from such certified quantities.
- Adjustment Clause
- The term “gross volume” in this Clause 15.1 means total volume without deduction of sediment and water content and free water, except to the extent that the amount of water can be shown by the Assured to have increased abnormally during the insured transit as a result of the operation of a risk covered by this insurance
- Adjustment shall be made to the calculation under 15.1 above to eliminate any change in volume caused by variation in temperature and any apparent change in quantity arising from the use of

inconsistent procedures in determining the certified quantities.

Where this insurance provided for an excess to be applied to claims for leakage or shortage such excess shall be deemed to include ordinary loss in weight or volume except when caused by variation in temperature or settling out of water, where there is no such provision, the amount recoverable in accordance with clauses 15.1 and 15.2 shall be subject to reduction for any ordinary loss excluded by Clause 4.2 above.

BENEFIT OF INSURANCE

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| 16. | This insurance shall not inure to the benefit of the carrier or other people. | Not to
inure
Clause |
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MINIMISING LOSSES

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| 17. | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of
Assured
Clause |
| 17.1 | to take such measures as may be reasonable for the purpose of averting or minimizing such loss and | |
| 17.2 | 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. | |
| 18. | 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

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| 19. | It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control | Reasonable
Despatch
Clause |
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LAW AND PRACTICE

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| 20. | This insurance is subject to English law and practice | English Law
and Practice
Clause |
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NOTE: - It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

(I) INSTITUTE CARGO CLAUSES (C): RISKS COVERED

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| 1 | This insurance covers, except as provided in Clauses 4,5,6, and 7 below, | Risks
Clause |
| 1.1. | loss of or damage to the subject-matter insured reasonably attributable to | |
| 1.1.1 | fire or explosion | |
| 1.1.2 | vessel or craft being stranded grounded sunk or capsized | |
| 1.1.3 | overturning or derailment of land conveyance | |
| 1.1.4 | collision or contact of vessel craft or conveyance with any external object other than water. | |
| 1.1.5 | discharge of cargo at a port of distress, | |

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| 1.2 | loss or damage to the subject-matter insured caused by | |
| 1.2.1 | general average sacrifice | |
| 1.2.2 | jettison. | |
| 2 | This insurance covers general average and salvage charges, adjusted Or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4,5,6, and 7 or elsewhere in this insurance. | General Average Clause |
| 3 | The 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 Blame 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 Collision Clause” |

EXCLUSIONS

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| 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 lift van 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 by risk insured against (except expenses payable under Clause 2 above) | |
| 4.6 | loss damage or expenses arising from insolvency or financial default of the owners managers chatters operators of the vessel | |
| 4.7 | deliberate damage 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 lift-van from 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. | Unseaworth-ness & Unfitness Exclusion Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination. Unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. | War Exclusion Clause |

capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
derelict mines torpedoes bombs or other derelict weapons of war.

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| 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 commotion | Strikes
Exclusion
Clause |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| 7.3 | caused by any terrorist or any person acting from a political motive | |

DURATION

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| 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 course of transit and terminates either | Transit
Clause |
| | 8.1.1 on delivery to the consignees' or other final warehouse or place of storage at the destination named herein. | |
| | 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either | |
| | 8.1.2.1 for storage other than in the ordinary course of transit or | |
| | 8.1.2.2 for allocation or distribution, | |
| | or | |
| | 8.1.2.3 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 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 | Change of |

Assured held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters

Voyage
Clause

CLAIMS

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| 11 | 11.1 | In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. | Insurable
Interest
Clause |
| | 11.2 | Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. | |
| 12 | | Where, as a result of the operation of a risk covered by this insurance, the Insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. | Forwarding
Charges
Clause |
| | | This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses, 4,5,6, and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants | |
| 13 | | No claim for constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. | Constructive
Total Loss
Clause |
| 14 | 14.1 | If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
In the event of claim the Assured 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. | Increased
Value
Clause |

BENEFIT OF INSURANCE

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| 15 | The insurance shall not inure to the benefit of the carrier or other bailees | Not to
Inure
Clause |
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MINIMISING LOSSES

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| 16 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of Assured Clause |
| 16.1 | to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and | |
| 16.2 | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in Pursuance of these duties. | |
| 17 | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver Clause |

AVOIDANCE OF DELAY

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| 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 |
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(J) INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

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

strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
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 in these clauses. | General Average Clause |

EXCLUSIONS

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| 3 | In no case shall this insurance cover | General Exclusions Clause |
| 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 lift –van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants). | |
| 3.4 | loss damage or expense caused by inherent vice or nature of the subject –matter insured. | |
| 3.5 | loss damage or expense proximately caused by delay, even though the delay, be caused by a risk insured against (except expenses payable under Clause 2 above). | |
| 3.6 | loss damage or expense arising from insolvency or financial default of the owners, managers charterers or operators of the vessel. | |

- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance riot and 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.
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- 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.

Useaworthiness
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 or storage at the destination named herein.
 - 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit or
 - 5.1.2.2 for allocation or distribution,
 - or
 - 5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
 - 5.2 If, after discharge overside 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 to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
 - 5.3 This insurance shall remain in force (subject to termination as provided For above and to the provisions of Clause 6 below) during delay beyond the control of the assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.
- 6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in clause 5 above, then this insurance shall also terminate unless prompt notice is given to the

Transit
Clause

Termination
of Contract
of Carriage
Clause

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

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| 6.1 | until the goods are sold and delivered at such port or place, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur. | |
| | or | |
| 6.2 | if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above. | |
| 7. | Where, after attachment of this insurance, the destination is changed by the Assured held covered at a premium and on conditions to the arranged subject to prompt notice being given to the Underwriters. | Change of Voyage Clause |

CLAIMS

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| 8. | 8.1 | In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. | Insurable Interest Clause |
| | 8.2 | subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. | |
| 9. | 9.1 | In 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. | |
| | 9.2 | Where this insurance is on Increased Value the following clause shall apply: | |
| | | The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. | |
| | | In the event to claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances. | |

BENEFIT OF INSURANCE

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| 10. | This insurance shall not inure to the benefit of the carrier or other bailee. | Not to Inure Clause |
|-----|---|---------------------|

MINIMISING LOSSES

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| 11. | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of Assured |
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| 11.1 | to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and | Clause |
| 11.2 | to ensure that all rights against carriers, bailees or other third parties 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

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| 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

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|---|-----------------------------------|
| 14. This insurance is subject to English law and practice | English
and Practice
Clause |
|---|-----------------------------------|

(K) INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

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

EXCLUSIONS

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|---|---------------------------------|
| 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 lift-van 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 or aircraft conveyance container or lift-van 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 chatterers or operators of the aircraft | |

- 2.8 loss damage or expense arising from the absence shortage or with holding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance riot or civil commotion
- 2.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/fusion or other like reaction or radioactive force or matter.
- 2.10 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

DURATION

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

Subject to prompt notice being given to the Underwriters

Clause

CLAIMS

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| 6 | 6.1 | In order to recover this insurance the Assured must have an insurable interest in the subject-matter insured at the time of 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

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| 8 | This insurance shall not inure to the benefit of the carrier or other bailee | Not to Inure Clause |
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MINIMISING LOSSES

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| 9. | It is the duty of the Assured and their servants and agents in respect o loss recoverable hereunder | Duty of Assured Clause |
| | 9.1 | to take such measured as may be reasonable for the purpose of averting or minimising such loss,
and |
| | 9.2 | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in Pursuance of these duties. |
| 10 | Measured 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

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| 11 | It is a conditions of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control | Reasonable
Despatch
Clause |
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LAW AND PRACTICE

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| 12 | This insurance is subject to English law and practice | English
Law and
Practice
Clause |
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(L) INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

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|---|---|------------------------------|
| 1 | This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by <ul style="list-style-type: none">1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.1.3 derelict mines torpedoes bombs or other derelict weapons of war. | 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

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|---|--|---------------------------------|
| 3 | In no case shall this insurance cover <ul style="list-style-type: none">3.1 loss damage or expense attributable to wilful misconduct of the Assured3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured3.3 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 insured3.5 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 vessel3.7 any claim based upon loss of or frustration of the voyage or adventure3.8 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 |
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| 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. | Unseaworthiness and Unfitness Exclusion Clause |
| | 4.2 | The Underwriters waive any breach of the implied warranties or seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |

DURATION

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|---|--------|---|----------------|
| 5 | 5.1 | This insurance | Transit Clause |
| | 5.1.1. | attaches only as the subject-matter insured and as to any part as that part is loaded on an 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 than 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 then 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 discharges, 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 submerges, 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)

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| 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

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|---|--|---------------------------|
| 8 | <p>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.</p> <p>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,</p> | 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 |

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

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

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall

be in such proportion as the sum insured herein bears to such total amount insured.

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

BENEFIT OF INSURANCE

10	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
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MINIMISING LOSSES

11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
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11.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
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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.
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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
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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
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LAW AND PRACTICE

14	This insurance is subject to English law and practice	English Law and Practice Clause
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(M) INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

1	This insurance covers all risks of loss of or damage to the subject-matter	Risks
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	insured except as provided in Clause 4,5,6, and 7 below,	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 Clause 4,5,6, and 7 or elsewhere in this insurance,	General Average Clause
3	This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to blame Collision” Clause as is in respect of a loss recoverable here-under	‘Both to Blame Collision’ Clause
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	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 cause 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 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.	Unseaworthiness and Unfitness Exclusion Clause
6	In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
6.1	war civil revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
6.2	capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat	
6.3	derelict mines torpedoes bombs or other derelict weapons of war	

7	In no case shall this insurance cover loss damage or expense	Strikes
7.1	cause by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	Exclusion Clause
7.2	resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
7.3	caused by any terrorist or any person acting from a political motive	

DURATION

8	8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	8.1.2.1 for storage other than in the ordinary course of transit or	
	8.1.2.2 for allocation or distribution	
	or	
	8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur,	
	8.2 If, after discharge overside from the oversea vessel at the final port of discharge but prior to termination of the 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 to 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 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 if 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 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 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	11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2	Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the Underwriters were not.	
12		Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than 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 is insured hereunder.	Forwarding Charges Clause
		This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4,5,6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	
13		No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter Insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14	14.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured..	Increased Value Clause
		In the event of claim the Assured shall provide the Underwriters With evidence of the amounts insured under all other insurances.	
	14.2	Where this insurance is a 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 the 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.	

BENEFITS OF INSURANCE

15	This insurance shall not inure to the benefit of the carrier or other bailee	Not to Inure Clause
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MINIMISING LOSSES

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| 16 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder | Duty of Assured Clause |
| 16.1 | to take such measures as may be reasonable for the purpose of averting or minimising such loss, and | |
| 16.2 | to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties. | |
| 17 | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver Clause |

AVOIDANCE OF DELAY

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| 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 |
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LAW AND PRACTICE

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| 19 | This insurance is subject to English Law and practice | English Law and Practice Clause |
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(N) INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

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|---|--|------------------------|
| 1 | This insurance covers, except as provided in Clauses 4,5,6 and 7 below,
1.1 loss or damage to the subject-matter insured reasonably attributable
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
1.1.6 earthquake volcanic eruption or lightning,
1.2 loss 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. | Risks Clause |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6, and 7 or elsewhere in this insurance | General Average Clause |
| 3 | This insurance is extended to indemnify the Assured against such Proportion of liability under the contract of affreightment "Both to Blame | "Both to Blame |

Collision” Clause as is in respect of a loss recoverable hereunder.

Collision
Clause

In the event of any claim by shipowners under the said Clause the Assured agree to notify to 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 | 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 carriage 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 chatters 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. | Unseaworthi-
ness and
Unfitness
Exclusion
Clause |
| | 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination unless the Assured or their servants are privy to such unseaworthiness or unfitness. | |
| 6 | In no case shall this insurance cover loss damage or expense caused by | War
Exclusion
Clause |
| 6.1 | war, civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power | |
| 6.2 | capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat | |
| 6.4 | derelict mines torpedoes bombs or other derelict weapons of war. | |
| 7 | In no case shall this insurance cover loss damage or expense | Strikes
Exclusion
Clause |
| 7.1 | caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions | |
| 7.2 | resulting from strikes, lock-outs, labour disturbances, riots or civil commotions | |
| 7.3 | caused by any terrorist or any person acting from a political motive | |

DURATION

8	8.1	This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	8.1.1	on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	8.1.2	on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	8.1.2.1	for storage other than in the ordinary course of transit or	
	8.1.2.2	for allocation or distribution	
		or	
	8.1.3	on the expiry of 60 days after completion of discharge overside of 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 on 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	11.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
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- 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 where aware of the loss and the Underwriters were not.
- 12 Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
- This Clause 12, which does not apply to general average or salvage Charges, shall be subject to the exclusions contained in Clauses 4,5,6, and 7 above, and shall not include charges arising from the fault negligence insolvency of 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 the subject-matter to the destination to which it is insured would exceed its value on arrival.
- 14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 **Where this insurance is on Increased Value the following clause shall apply:-**
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

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

MINIMISING LOSSES

- 16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder:-
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,

	and	
16.3	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss, recoverable Hereunder, reimburse the assured for any charges properly And reasonably incurred in pursuance of these duties.	
17	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
19	This insurance is subject to English law and practice	English Law and Practice Clause
(O) INSITUTE CARGO CLAUSES (AIR) (Excluding sendings by Post)		
RISKS COVERED		
1	This insurance covers all risks of or damage to the subject-matter insured except as provided in Clauses 2, 3 and 4 below,	Risk 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 chatterers 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
3.1	war civil war revolution rebellion insurrection, civil strife arising therefrom, or any hostile act by or against a belligerent power.	Exclusion Clause
3.2	capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat.	
3.3	delelict mines torpedos bombs or other derelict weapons of war.	
4.	In no case shall this insurance cover loss damage or expense	Strikes
4.1	caused by strikers, locked-out workmen, or persons taking part in labour disturbances riots or civil commotions	Exclusion Clause
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	Transit Clause
		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, premises or place of storage at the destination named herein.	
	5.1.2	on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein which the Assured elect to use either	
	5.1.2.1	for storage other than in the ordinary course of transit or	
	5.1.2.2	for allocation or distribution	
		or	
	5.1.3	on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur	
	5.2	If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above , shall not extend beyond the commencement of transit to such other destination.	Transit Clause
	5.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation forced discharge, reshipment or 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 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 Underwriter, either,	Termination of Contract Carriage Clause

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|-----|---|--------------------------|
| 6.1 | until the subject-matter is sold and delivered at such place or unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, | |
| | or | |
| 6.2 | if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above. | |
| 7 | Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. | Change of Transit Clause |

CLAIMS

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| 8 | <p>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 loss.</p> <p>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.</p> | 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 of to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges the subject-matter to the destination to which it is insured hereunder, this Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants | Forwarding Changes Clause |
| 10 | No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. | Constructive Total Loss Clause |
| 11 | <p>11.1 If any Increased Value insurance is effected by the Assured on the cargo herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>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 under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> | Increased Value Clause |

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

BENEFIT OF INSURANCE

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| 12 | This insurance shall not inure to the benefit of the carrier or other bailee | Not to
Inure
Clause |
|----|--|---------------------------|

MINIMISING LOSSES

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|----|--|------------------------------|
| 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,
or | |
| | 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 of Otherwise prejudice the rights of either party. | Waiver
Clause |

AVOIDANCE OF DELAY

- | | | |
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| 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

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|----|---|---------------------------------------|
| 16 | This insurance is subject to English law and practice | English Law
and Practice
Clause |
|----|---|---------------------------------------|

(P). CO-MINGED BULK CARGO SHIPMENTS WARRANTY:

WARRANTED that where insured cargo forms part of a joint/mixed/unidentified bulk cargo with various owner, it will be the insured's duty/obligation, responsibility to collect cargo as per Bill of landing/packing list relating to their consignment and in the event of any shortage being discovered when other cargo owners collect their cargo, such a shortage will be shared by all cargo underwriters in the same proportion as their manifested quantities bear to the total cargo provided such shortage/losses is properly established and documented.

(Q). DOCUMENTATION OF CLAIMS

To enable claims to be dwelt with promptly, the assured or their agents are advised to submit all available supporting documents with including when applicable:-

1. Original policy or certificate of Insurance
2. Original or copy of 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 carriers and other parties regarding their liability for the loss or damage.

The consignees or their agents are recommended to make themselves familiar with the regulations of the port authorities at the port of discharge.

(R).“Inspection of Cargo Clause (CSU Clause)”

It is a condition, precedent to admission of liability under this Open Cover Policy/certificate of Insurance/Cover Note as the case maybe that:-

- 1) “The Assured shall make measures as may be necessary to make possible and facilitate the inspection, the cost of which shall be borne by the Company of cargo whose insured value exceeds Khs.250,000/- by the company’s authorised Marine Cargo Surveillance unit from the moment the vessel or aircraft arrives at the destination and
- 2) For this inspection to be effected, the Assured shall supply to the company details of each and every shipment and submit a copy of the relevant Bill of Lading or Air Way Bill at least 72 hours in advance of the arrival of the vessel or craft.

(S). PREMIUM PAYMENT WARRANTY

Notwithstanding anything contained to the contrary it is hereby understood and agreed that the indemnity provided by this Policy will only apply on payment of full premium to the Company in accordance with the provisions of Section 156 of the Insurance Act Cap 487 failure to which cover lapses.

Subject otherwise to the terms and conditions limitations and exceptions of the policy.

(T). MARINE CARGO ROAD TRANSIT WARRANTY

It is a condition under this Open Cover/Policy/Certificate of Insurance/Cover Note as the case maybe that:-

- a) This Policy does not cover nay loss or damage arising from non-compliance to the Axle Load Regulations set by the Government
- b) Further, notwithstanding provisions contained in this policy, this insurance shall in no case cover loss or damage or expenses directly or indirectly attributable or arising from the partial unstuffing of containers or unloading of cargo so as to comply with the Axle Load Regulations.

(U).CARGO ISM ENDORSEMENT:

(JCC Cargo ISM Endorsement JC 98/019)

Applicable to shipments on board Ro-Ro passenger ferries.

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

1. passenger vessel transporting more than 12 passengers and
2. oil tankers, chemical tankers, gas carriers and cargo high speed craft of 500g or more

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

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

- 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 SOLAS Convention 1974 as amended

The 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.

(V). CARGO ISM FORWARDING CHARGES CLAUSE

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

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 property 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.

Dispute Resolution

Any dispute/complaint between the parties to the insurance may first be resolved amicably between the parties without the intervention of a third party and /or the dispute/complaint may be escalated to the

Insurance Regulatory Authority of Uganda or Ombudsman in accordance with the Insurance Act and Regulations before resorting to other mediation, arbitration, litigation or any other form of dispute resolution.

ADDITIONAL CLAUSES APPLICABLE TO THIS POLICY

ELECTRONIC DATA EXCLUSION

1.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

1.1.1. This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1.1.2. ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

1.1.3. COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. Electronic Data Processing Media Valuation

2.1. Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

2.1.1. Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

COMMUNICABLE DISEASE EXCLUSION

1. This Policy excludes any loss ,damage, liability ,claim cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat(whether actual or perceived) of a Communicable Disease (e.g. any action taken in controlling ,preventing or suppressing a Communicable Disease) regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where
 - 2.1 the substance or agent includes, but it is not limited to a virus, bacterium, parasites or other organism or any variation thereof, whether deemed living or not, and
 - 2.2 the method of transmission ,whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid. Liquid or gas or between organisms, and
 - 2.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
3. Notwithstanding the foregoing, losses directly caused by any otherwise covered peril under subject Policies and not otherwise excluded under this insurance agreement shall be covered

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to pull the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to any act of terrorism.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

POLLUTION AND CONTAMINATION EXCLUSION

Any loss arising from pollution and contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- Pollution or contamination which itself results from a peril insured against (1)
- Any peril insured against which itself results from a pollution or contamination
- Any liability in connection with disposed or dumped waste materials or substances may not be covered.

SANCTIONS CLAUSE

Sanctions / Embargoes

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations

Contract Certainty

Please read the terms of this policy document carefully. If you find that the terms of the policy do not meet your requirements, please return the policy document to your broker or the Company with your comments for the necessary rectification. If the policy meets your requirements, please sign and return a copy of the signed schedule of this policy to your broker or the company within 30 days of the date when the policy was sent to you.

If the Company does not receive a signed copy of the signed policy document or does not otherwise hear from you within 30 days of sending you this policy, subject to receipt of the premiums payable under the policy, you will be deemed to have read and accepted the policy on the terms, conditions and limitations contained herein and will accordingly be bound by them