

## INSTITUTE CARGO CLAUSES (A)

### RISKS COVERED

#### 1. *Risks Clause*

This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.

#### 2. *General Average Clause*

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/ or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

#### 3. *“Both to Blame Collision” Clause*

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

### EXCLUSIONS

#### 4. *General Exclusions Clause*

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

#### 5. *Unseaworthiness and Unfitness Exclusion Clause*

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter Insured is loaded therein

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

## 6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

6.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture, seizure, arrest, restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat

6.3 derelict mines, torpedoes, bombs or other derelict weapons of war

## 7. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out, workmen or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive

## DURATION:

## 8. Transit Clause

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,

8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, 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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 this insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

## 9. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

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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 provision of Clause 8 above

### **10. Change of Voyage Clause**

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

## **CLAIMS**

### **11. Insurable Interest Clause**

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

### **12. Forwarding Charges Clause**

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 or financial default of the Assured or their servants.

### **13. Constructive Total Loss Clause**

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 the 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.

### **14. Increased Value Clause**

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

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

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

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

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

## **BENEFIT OF INSURANCE**

### **15. Not to Inure Clause**

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

## MINIMISING LOSSES

### 16. Duty of Assured Clause

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 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. Waiver Clause

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.

## AVOIDANCE OF DELAY

### 18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## LAW AND PRACTICE

### 19. English Law and Practice Clause

This insurance is subject to English law and practice.

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

## INSTITUTE CARGO CLAUSES (B)

## RISKS COVERED

### 1. Risks Clause

This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress

1.1.6 earthquake volcanic eruption or lightning,

1.2 loss of or damage to the subject-matter Insured caused by

1.2.1 general average sacrifice

1.2.2 jettison or washing overboard

1.2.3 entry of sea lake or river water into vessel craft hold conveyance container liftvan or place of storage,

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1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

## **2. General Average Clause**

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/ or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

## **3. Both to Blame Collision Clause**

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

## **EXCLUSIONS**

### **4. General Exclusions Clause**

In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

### **5. Unseaworthiness and Unfitness Exclusion Clause**

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter Insured is loaded therein

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

### **6. War Exclusion Clause**

In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat

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6.3 derelict mines torpedoes bombs or other derelict weapons of war

## **7. Strikes Exclusion Clause**

In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out, workmen or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by any terrorist or any person acting from a political motive

## **DURATION:**

### **8. Transit Clause**

8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

8.1.1 on delivery to the Consignee's 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 overseaside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

### **9. Termination of Contract of Carriage Clause**

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 8 above

### **10. Change of Voyage Clause**

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

## CLAIMS

### *11. Insurable Interest Clause*

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

### *12. Forwarding Charges Clause*

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 or financial default of the Assured or their servants.

### *13. Constructive Total Loss Clause*

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 the 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.

### *14. Increased Value Clause*

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

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

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

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

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

## BENEFIT OF INSURANCE

### *15. Not to Inure Clause*

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

## MINIMISING LOSSES

### *16. Duty of Assured Clause*

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 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.

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### 17. Waiver Clause

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.

## AVOIDANCE OF DELAY

### 18. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

### 19. English Law and Practice Clause

This insurance is subject to English law and practice.

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

# INSTITUTE CARGO CLAUSES (C)

## RISKS COVERED

### 1. Risks Clause

This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

1.1 loss of or damage to the subject-matter insured reasonably attributable to

1.1.1 fire or explosion

1.1.2 vessel or craft being stranded grounded sunk or capsized

1.1.3 overturning or derailment of land conveyance

1.1.4 collision or contact of vessel craft or conveyance with any external object other than water

1.1.5 discharge of cargo at a port of distress

1.2 loss of or damage to the subject-matter Insured caused by

1.2.1 general average sacrifice

1.2.2 jettison.

### 2. General Average Clause

This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/ or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

### 3. Both to Blame Collision Clause

This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.



## EXCLUSIONS

### 4. General Exclusions Clause

In no case shall this insurance cover

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4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 4.3 packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

### 5. Unseaworthiness and Unfitness Exclusion Clause

5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter Insured is loaded therein

5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

### 6. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted) and the consequences thereof or any attempt thereat

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### 7. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

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## DURATION:

### 8. Transit Clause

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

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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 overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

### **9. Termination of Contract of Carriage Clause**

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

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### **10. Change of Voyage Clause**

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

## **CLAIMS**

### **11. Insurable Interest Clause**

11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and Underwriters were not.

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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 or financial default of the Assured or their servants.

### **13. Constructive Total Loss Clause**

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 the 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.

### **14. Increased Value Clause**

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

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## **BENEFIT OF INSURANCE**

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

## **MINIMISING LOSSES**

### **16. Duty of Assured Clause**

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 minimizing such loss, and

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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.

## **AVOIDANCE OF DELAY**

### **18. Reasonable Despatch Clause**

It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **19. English Law and Practice Clause**

This insurance is subject to English law and practice.

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

## INSTITUTE WAR CLAUSES (CARGO)

### RISKS COVERED

#### 1. *Risks Clause*

This insurance covers, except as provided in Clauses 3 & 4 below, loss of or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereat
- 1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

#### 2. *General Average Clause*

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.

### EXCLUSIONS

#### 3. *General Exclusions Clause*

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 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)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from 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.

#### 4. *Unseaworthiness and unfitness exclusion clause*

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.

## DURATION:

### 5. Transit Clause

#### 5.1 This insurance

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas 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 overseas 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; never the less subject to prompt notice to the Underwriters and to an additional premium, such Insurance

5.1.3 reattaches when, without having discharged the subject-matter insured at the Final port or place of discharge, the vessel sails therefrom, and

5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the aircraft at a substituted port or place of discharge, whichever shall first occur.

5.2 If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas 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 overseas 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 overseas vessel this insurance continues subject to the terms of these clauses, or

5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air

5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Underwriters before the Commencement of such further transit and subject to an additional premium, such insurance Reattaches

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

5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas 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 overseas vessel shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### **6. Change of Voyage clause**

6.1 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.

6.2 Anything contained in this contract which is inconsistent with Clause 3.7, 3.8 or 5 shall to the extent of such inconsistency, be null and void.

### **CLAIMS**

#### **7. Insurable Interest clause**

7.1 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.

7.2 Subject to 7.1 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 Underwriters were not.

#### **8. Increased Value clause**

8.1 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.

8.2 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**

#### **9. Not to inure clause**

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

### **MINIMISING LOSSES**

#### **10. Duty of Assured clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

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

10.2 to ensure that all rights against carriers, bailees or other third parties are property 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.

### 11. Waiver clause

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.

## AVOIDANCE OF DELAY

### 12. Reasonable Despatch clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

### 13. English Law and Practice clause

This insurance is subject to English law and practice.

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

## INSTITUTE STRIKES CLAUSES (CARGO)

## RISKS COVERED

### 1. Risks Clause

This insurance covers, except as provided in Clauses 3 and 4 below, loss of 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.

### 2. General Average Clause

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.

## EXCLUSIONS

### 3. General Exclusions Clause

In no case shall this insurance cover

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 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)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel



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

3.8 any claim based upon loss of or frustration of the voyage or adventure

3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

3.10 loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

#### **4. Unseaworthiness and Unfitness Exclusion Clause**

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 of 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

### **DURATION:**

#### **5. Transit Clause**

5.1 this insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

5.1.1 on delivery to the Consignees or other final warehouse or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution, or

5.1.3 on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.

5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

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 ship owners or charterers under the contract of affreightment.

#### **6. Termination of Contract of Carriage Clause**

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 5 above

### **7. *Change of Voyage Clause***

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

## **CLAIMS**

### **8. *Insurable Interest Clause***

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject- matter insured at the time of the loss.

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

### **9. *Increased Value Clause***

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

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

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

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

## **BENEFIT OF INSURANCE**

### **10. *Not to Inure Clause***

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

## **MINIMISING LOSSES**

### **11. *Duty of Assured Clause***

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, And

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

### **12. *Waiver Clause***

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.

## AVOIDANCE OF DELAY

### 13. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

### 14. English Law and Practice Clause

This insurance is subject to English law and practice.

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

## INSTITUTE WAR CLAUSES (sending by Post)

## RISKS COVERED

### 1. Risks Clause

This insurance covers, except as provided in Clauses 3 below, loss of or damage to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereat
- 1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

### 2. General Average Clause

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.

## EXCLUSIONS

### 3. General Exclusions Clause

In no case shall this insurance cover

- 3.1 loss damage or expense attributable to wilful misconduct of the Assured
- 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 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)
- 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 any claim based upon loss of or frustration of the voyage or adventure
- 3.7 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter

## DURATION:

### 4. *Transit clause*

This Insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers promises, until the subject matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

### 5.

Anything contained in this contract which is Inconsistent with Clauses 3.6, 3.7 or 4 shall to the extent of such Inconsistency, be null and void.

## CLAIMS

### 6. *Insurable Interest clause*

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

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

## MINIMISING LOSSES

### 7. *Duty of Assured clause*

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

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

7.2 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.

### 8. *Waiver clause*

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.

## AVOIDANCE OF DELAY

### 9. *Reasonable Despatch clause*

It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## LAW AND PRACTICE

### 10. *English Law and Practice clause*

This insurance is subject to English law and practice.

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

# INSTITUTE CARGO CLAUSES (AIR)

## (excluding sendings by Post)

### RISKS COVERED

#### 1. Risk Clause

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

### EXCLUSIONS

#### 2. General Exclusions Clause

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to willful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container of 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 of 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 charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 3. War Exclusion Clause

In no case shall this insurance cover loss damage or expense caused by

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power
- 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
- 3.3 derelict mines torpedoes bombs or other derelict weapons of war.

#### 4. Strikes Exclusion Clause

In no case shall this insurance cover loss damage or expense

- 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 4.3 caused by any terrorist or any person acting from a political motive.

## DURATION

### 5. Transit Clause

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

5.1.1 on delivery to the Consignees or other final warehouse, premises or place of storage at the destination named herein,

5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution or

5.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

### 6. Termination of Contract of Carriage

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

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. Change of transit Clause

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

## CLAIMS

### 8. Insurable Interest Clause

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss

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

## **9. Forwarding Charges Clause**

Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2,3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

## **10. Constructive Total Loss Clause**

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.

## **11. Increased Value Clause**

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

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

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

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

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

## **BENEFIT OF INSURANCE**

### **12. Not to Inure Clause**

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

## **MINIMISING LOSSES**

### **13. Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

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

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

### **14. Waiver Clause**

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.

## **AVOIDANCE OF DELAY**

### **15. Reasonable Despatch Clause**

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

**Marine Open Insurance Policy (Commercial)**

**Acko General Insurance Limited**

Unit No. 301 & 302, 3rd Floor, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East, Mumbai - 400 063.

www.acko.com | hello@acko.com | Toll-free: 9029060000 | CIN: U66000MH2016PLC287385 | UIN: IRDAN157CP0006V01201718



## LAW AND PRACTICE

### 16. English Law & Practice Clause

This insurance is subject to English law and practice.

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

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

### RISKS COVERED

#### 1. Risks Clause

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

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks cover under 1.1 above and the consequences thereof or any attempt thereat
- 1.3 derelict mine, torpedoes bombs or other derelict weapons of war.

### EXCLUSIONS

#### 2. General Exclusions Clause

In no case shall this insurance cover

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 packing shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

## DURATION:

### 3. Transit clause

#### 3.1 This Insurance

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

and

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

or

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

whichever shall first occur; never the less subject to prompt notice to the Underwriters and to an additional premium, such Insurance

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

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

or

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

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

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

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

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

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

3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; there after such insurance terminates in accordance with 3.1.4

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

(For the purpose of Clause 3 "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

#### **4. Insurable Interest clause**

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.

#### **5. Duty of Assured clause**

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

### **CLAIMS**

#### **6. Insurable interest clause**

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

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

#### **7. Increased Value clause**

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.

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

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

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

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

### **BENEFIT OF INSURANCE**

#### **8. Not to inure clause**

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

### **MINIMISING LOSSES**

#### **9. Duty of Assured clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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. Waiver clause**

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.

## AVOIDANCE OF DELAY

### 11. Reasonable Despatch clause

It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## LAW AND PRACTICE

### 12. English Law and Practice clause

This insurance is subject to English law and practice.

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

## INSTITUTE STRIKES CLAUSES (AIR CARGO)

## RISKS COVERED

### 1. Risks Clause

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

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2 any terrorist or any person acting from a political motive.

## EXCLUSIONS

### 2. General Exclusions Clause

In no case shall this insurance cover

2.1 loss damage or expense attributable to wilful misconduct of the Assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by the insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein

2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against

2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft

2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

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

2.10 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.

2.11 loss, damage or expense caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

## DURATION:

### 3. Transit Clause

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

3.1.1 on delivery to the Consigneesí or other final warehouse, premises or place of storage at the destination named herein,

3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either

3.1.2.1 for storage other than in the ordinary course of transit or

3.1.2.2 for allocation or distribution, or

3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to air carriers under the contract of carriage.

### 4. Termination of Contract of Carriage Clause

If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,

Or

4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 3 above

### 5. Change of Transit Clause

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

## CLAIMS

### 6. Insurable Interest Clause

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

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

## **7. Increased Value Clause**

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.

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

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

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

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

## **BENEFIT OF INSURANCE**

### **8. Not to Inure Clause**

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

## **MINIMISING LOSSES**

### **9. Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1 to take such measures as may be reasonable for the purpose of averting or minimizing 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. Waiver Clause**

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.

## **AVOIDANCE OF DELAY**

### **11. Reasonable Despatch Clause**

It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.

## **LAW AND PRACTICE**

### **12. English Law and Practice Clause**

This insurance is subject to English law and practice.

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

# INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE

In consideration of an additional premium, it is hereby agreed that this insurance covers loss of 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.

## Institute Classification Clause (1/1/2001)

### 1. QUALIFYING VESSELS

This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried by mechanically self-propelled vessels of steel construction classed with a Classification Society which is :

1.1 A member or Associate Member of the International Association of Classification Societies (IACS) or 1.2 A National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on a inter-island route within an archipelago of which that nation forms part).

Cargoes and other interests carried by vessels not classed as above must be notified promptly to the underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

### 2. AGE LIMITATION

Cargoes and / or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they:

2.1 have been used for the carriage of general cargo on a established and regular pattern of trading between a range of specified ports and do not exceed 25 years of age, or

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

### 3. CRAFT CLAUSE

The requirements of this clause do not apply to any craft used to load or unload the vessel with the port area.

### 4. NATIONAL FLAG SOCIETY

A National Flag Society is a classification society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country

### 5. PROMPT NOTICE

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

### 6. LAW AND PRACTICE

This insurance is subject to English law and practice.

## 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 machine.

## Institute War 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 on which notice of the cancellation is issued by or to the Underwriters

## CARGO ISM ENDORSEMENT (JC98/019)

Applicable to shipments on board.

Applicable with effect from 1<sup>st</sup> July 1998 to shipments on board:

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

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 time of loading of the subject matter insured on board the vessel, the Assured were aware or in the ordinary course of business should have been aware either:-

- i) that such vessel was not certified in accordance with the ISM Code. or
- ii) that a current Document of Compliance was not held by her owners or operators as required under the 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.

## INLAND TRANSIT (RAIL OR ROAD) - CLAUSE A (All Risks)

### RISKS COVERED

#### 1. *Risks Clause*

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

### EXCLUSIONS

#### 2. *General Exclusions Clause*

In no case shall this insurance cover

2.1 loss, damage or expense attributable to wilful misconduct of the assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by the 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 proximately caused by delay, even though the delay be caused by a risk insured against

2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

### **3. War Exclusion Clause**

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war.

### **4. Strikes Exclusion Clause**

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

## **DURATION**

### **5. Transit Clause**

This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any

- (i) until delivery to the final warehouse at the destination named in the policy, or
- (ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or
- (iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

## **CLAIMS**

### **6. Insurable Interest Clause**

6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

6.2 Subject to 6.1 above, the insured 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 Underwriters were not.

## **BENEFIT OF INSURANCE**

### **7. Not to Inure Clause**

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

**Marine Open Insurance Policy (Commercial)**  
**Acko General Insurance Limited**

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## MINIMISING LOSSES

### 8. *Duty of the Assured Clause*

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

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

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

### 9. *Waiver Clause*

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 right of either party.

## AVOIDANCE OF DELAY

### 10. *Reasonable Despatch clause*

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

### 11. *Indian Law and Practice clause*

This insurance is subject to Indian law and practice.

## RISKS COVERED

### 1. *Risks Clause*

This insurance covers, except as provided in Clauses 2, 3 and 4 below, the risks of physical loss or damage to the insured goods caused by

- a. (i) fire
- (ii) lightning
- (iii) breakage of bridges
- b. (i) collision with or by the carrying vehicle
- (ii) overturning of the carrying vehicle
- (iii) derailment or accidents of like nature to the carrying railway wagon/ vehicle.

## EXCLUSIONS

### 2. *General Exclusions Clause*

In no case shall this insurance cover

2.1 loss, damage or expense attributable to wilful misconduct of the assured

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

2.3 loss damage or expense caused by the 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 proximately caused by delay, even though the delay be caused by a risk insured against

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2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

### **3. War Exclusion Clause**

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war

### **4. Strike Exclusion Clause**

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

4.4 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons

## **DURATION**

### **5. Transit Clause**

This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any

i. until delivery to the final warehouse at the destination named in the policy, or

ii. in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or

iii. in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

## **CLAIMS**

### **6. Insurable Interest Clause**

6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

6.2 Subject to 6.1 above, the insured 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 Underwriters were not.

## **BENEFIT OF INSURANCE**

### **7. Not to Inure Clause**

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

## MINIMISING LOSSES

### 8. *Duty of the Assured Clause*

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

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

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

### 9. *Waiver clause*

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 right of either party.

## AVOIDANCE OF DELAY

### 10. *Reasonable Despatch clause*

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

### 11. *Indian Law and Practice clause*

This insurance is subject to Indian law and practice.

## INLAND TRANSIT (RAIL OR ROAD) - CLAUSE C (Fire Risks Only)

## RISKS COVERED

### 1. *Risks Clause*

This insurance covers, except as provided in Clause 2, 3 & 4 below, loss or damage to the subject matter insured caused by

- a. Fire
- b. Lightning

## EXCLUSIONS

### 2. *General Exclusion Clause*

In no case shall this insurance cover

- 2.1 loss, damage or expense attributable to willful 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 the 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 proximately caused by delay, even though the delay be caused by a risk insured against
- 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.

### 3. *War Exclusion Clause*

In no case shall this insurance cover loss damage or expense caused by

3.1 war civil war revolution rebellion insurrection, or civil strife arising there from, or any hostile act by or against a belligerent Power

3.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat

3.3 derelict mines bombs or other derelict weapons of war.

#### **4. Strike Exclusion Clause**

In no case shall this insurance cover loss damage or expense

4.1 caused by strikers, locked-out workmen or persons taking part in labour disturbance, riots or civil commotions

4.2 resulting from strikes lock-outs, labour disturbances, riots or civil commotions

4.3 caused by any terrorist or any person acting from a political motive.

4.4 deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons.

### **DURATION**

#### **5. Transit Clause**

This insurance attaches from the time the goods leave the warehouse and/or the store at the place named in the policy for the commencement of transit and continues during the ordinary course of transit including customary transshipment, if any

(i) until delivery to the final warehouse at the destination named in the policy, or

(ii) in respect of transits by Rail only or Rail and Road, until expiry of 7 days after arrival of the railway wagon at the final destination railway station, or

(iii) in respect of transits by Road only until expiry of 7 days after arrival of the vehicle at the destination town named in the policy whichever shall first occur.

N.B. 1. The period of 7 days referred to above shall be reckoned from the midnight of the day of arrival of railway wagon at the destination railway station or vehicle at the destination town named in the policy.

2. Transit by Rail only shall include incidental transit by Road performed by Railway Authorities to or from Railway Out-Agency.

### **CLAIMS**

#### **6. Insurable Interest Clause**

6.1 In order to recover under this Insurance the Assured must have an Insurable interest in the Subject matter insured at the time of the loss.

6.2 Subject to 6.1 above, the insured 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 Underwriters were not

### **BENEFIT OF INSURANCE**

#### **7. Not to Inure Clause**

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

### **MINIMISING LOSSES**

#### **8. Duty of Assured Clause**

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.

#### **Marine Open Insurance Policy (Commercial)**

#### **Acko General Insurance Limited**

Unit No. 301 & 302, 3rd Floor, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East, Mumbai - 400 063.

www.acko.com | hello@acko.com | Toll-free: 9029060000 | CIN: U66000MH2016PLC287385 | UIN: IRDAN157CP0006V01201718

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

8.2 to ensure that all right against carriers, bailees or other third parties are properly preserved and exercised by lodging a monetary claim against railway/ road carriers/ bailees within six months from the date of railway/ lorry receipt or as prescribed by the relevant statute 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.

### 9. Waiver Clause

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 right of either party.

## AVOIDANCE OF DELAY

### 10. Reasonable Despatch Clause

It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

## LAW AND PRACTICE

This insurance is subject to Indian law and practice.

## Imported Machinery (All Types) clause

The indemnity provided by this policy does not extend to include cost incurred/time involved in the movement of the machinery and/or any other property insured hereunder and/or personnel outside territorial limits of India other than the cost of deliver of replacements for machinery lost or damaged.

It is hereby declared and agreed that in the event of the market value of any machine being enhanced by repairs or replacements of parts following an accident covered by the policy, such increase in value will be deducted in the amount of indemnity payable by the Company.

## Declaration clause

It is a condition of this contract that the Assured is bound to declare hereunder each and every shipment or sending or risk without exception falling within the terms of this contract whether arrived or not, the Insurers being bound to accept same upto but not exceeding the limits specified herein.

## Climatic Conditions Clause

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature.

## Labels Clause

Warranted that in the event of a claim resulting in damage to labels or wrappers only, the Insurer's liability shall be limited to an amount sufficient to pay the cost of new labels and wrappers and the cost of repacking the goods, but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.



## Pairs & Sets Clause

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

## Institute Location Clause

Notwithstanding anything to the contrary contained in this contract Underwriter's liability in respect of any one accident or a series of accidents arising out of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum indicated against Location limit in the policy schedule.

## Seals Intact clause (applicable for FCL consignments only)

Underwriters agree to indemnify the Assured, for shortages from full container consignments only, being the difference between the documentary confirmed load and stow count, and the out turn report. Indemnity will only be provided, where documentary proof is available of the original seal or replacement seal(s) being secure and intact at the time of arrival at final destination.

Original or any replacement seal(s) numbers shall without fail be noted upon all transit documentation, and the same checked before commencement of unloading operations.

## TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

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

1.1 As per the transit clauses contained within the Policy, or

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

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

or

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

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

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

## DUTY INSURANCE CLAUSE

This policy covers increased value of cargo by reason of payment of Customs Duty at the port or place of destination and is subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of Duty payable (excluding charges and expenses) as may be paid thereon, but excluding claims in respect of:

- a. Total loss of whole or part of cargo prior to the Duty becoming payable
- b. General Average, Salvage and / or Salvage Charges arising from any casualty occurring prior to the Duty becoming payable.

In ascertaining the amount of claim recoverable hereunder credit shall be given for any rebates or refund of Duty which may become allowable.

This insurance shall not be valid if effected after the arrival of the vessel at the destination port.

Warranted that

- a. The assured is the holder or assignee of the Import License, or is the actual user who has purchased goods from recognized Export House/ Chanalising Agency.
- b. This policy is not assignable
- c. No claim shall be paid for Duty until the claim under the CIF value insurance policy is payable and proof of liability for loss under that policy shall be furnished to the Company. This provision need not apply to cases where CIF is insured overseas due to contractual obligation.
- d. This is not a valued policy as defined in the Marine Insurance Act. Claims under this policy are payable on the basis of actual duty paid or on the basis of the sum insured whichever is less.
- e. In the event of a claim under this policy, immediate notice of loss shall be given to the company and a reasonable opportunity given to the Company to survey and assess the loss, the assured shall co-operate with the company and take all reasonable measures to minimize or prevent a loss. The assured shall also lodge a claim with the Customs Authorities

## Accumulation Clause

Notwithstanding anything to the contrary contained in this contract Underwriters liability in respect of any one accident or a series of accidents arising out of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum indicated against Location limit in the policy schedule.

## Pollution and Contamination Exclusion Clause

Notwithstanding anything to the contrary contained herein, this Policy does not cover loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

- a. pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b. any of the perils listed in (a) above which itself results from pollution or contamination.

The Company (Insurers) will not pay for any costs or expenses:

- i. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

ii. arising from pollution or contamination of property not insured by this Policy.

## SECONDHAND REPLACEMENT CLAUSE

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

## ELECTRICAL AND MECHANICAL DERANGEMENT

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

## Institute Radioactive Contamination Exclusion Clause (1/10/90)

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

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

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

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

1.3 The use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## On Deck shipments clause

On-Deck shipments (unless in containers, intermodal, over the road or similar type) subject to an on-deck Bill of lading are subject to the Institute Cargo Clauses (C) CL. 254 1/1/82.

## FOB Clause

It is understood and agreed that the cover granted under this policy is on FOB basis.

## Courier Clause or Parcel Clause (By Courier) - All Risks

This insurance attaches from the time the Courier collects the subject matter insured and Courier Receipt(s) thereof duly issued and continues in force during the ordinary course of transit until delivered to the consignee at the destination by the Courier or the expiry of 15 days counting from the day notice of arrival is despatched by the Courier to the consignee, whichever shall first occur.

This insurance is against all risks of loss of or damage to the subject matter insured irrespective of percentage but shall in no case be deemed to cover loss damage or expense proximately caused by delay, confiscation, detention, condemnation or destruction by customs & duty or any other lawful authority on the ground of illegality, misdescription, insufficient packing,

misdeclaration, misvaluation, inherent vice or nature of the subject matter insured. Including the risks of Theft, Pilferage & Non-delivery subject to the following clauses:

- a. It is agreed that this Policy covers the risk of Theft and/ or pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Courier at the place of destination and a written proof of shortage obtained.
- b. It is hereby agreed that this Policy covers the risk of Non-delivery of an entire package for which the liability of the Courier or other carrier is limited reduced or negated by the Contract of Carriage by reason of the value of the goods. The Company to be entitled to any amount recovered from the Courier or other carriers in respect of such losses (less cost of recovery if any) up to the amount paid by them in respect of the loss.

In the event of loss or damage arising hereunder, written claim must be filed immediately against the Courier and a copy thereof and of the reply thereto should accompany any claim presented under this Policy. Courier Receipt for the package is also required as proof.

## Rusting, Oxidation and Discoloration

This policy excludes Rusting, Oxidation and Discoloration unless caused by the perils insured under Institute Cargo Clauses (B)

## Shortage in weight

Policy excludes natural loss in weight shortage in weight and/or trade shortage.

## Shipped Under deck

Warranted shipped under deck.

## Important Clause

### Claims Procedure

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 minimizing 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. In no circumstances, except under written protest, to give clean receipt where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carrier or other Bailees representative if any loss or damage be apparent and claim on the Carrier or other Bailee for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

## Instructions for survey

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 the Company's representatives at port of discharge or destination or if there be no representative of the Company, the nearest Lloyd's Agent.

### Documentation of claims

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

1. Original policy or Certificate of Marine Insurance
2. Original copy of Shipping Invoices, together with Packing List, and / or Weightment notes.
3. Original Bill of Lading and / or other contract of carriage.
4. Survey report and other documentary evidence, if available, to show the extent of the loss or damage.
5. Landing Remarks/ Account and Weightment notes at final destination
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage

## Electronic Date Recognition Clause With Named Peril Extension

This policy does not cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether direct or indirect, proximate, remote or consequential caused by, resulting from, contributed to or made worse by the failure of any owned or non-owned:

1. computer system, computer equipment, hardware, program or software or
2. micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment; to correctly recognize any date as its true or correct date, regardless of any other cause or event.

This exclusion does not apply to loss of or damage to merchandise insured reasonably attributable to:

1. Fire or explosion
2. Vessel or craft being stranded, sunk or burnt
3. Accident to an air or land conveyance
4. Collision or contact of a water borne conveyance with any external object (ice included) other than water
5. Discharge of cargo at a port of refuge or distress
6. Fumigation of the vessel, dock or wharf while the merchandise is aboard or on docks or wharves
7. While ashore, earthquake, cyclone, hurricane, collapse of docks and wharves and flood (meaning the raising of navigable waters); or
8. Total loss of any package during loading or unloading from the overseas conveyance. Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.

## Cancellation clause

All risks (as described herein), except the risks of War and Strikes as defined in the relevant Institute War and Strikes Clauses as attached are subject to 30 days notice of cancellation by either party.

The inclusion of cover against War Risks may be cancelled by either party giving 7 days notice.

The inclusion of cover against relevant Institute Strikes may be cancelled by either party giving 7 days (48 hours in respect of sendings to or from the U.S.A.) notice.

Such cancellation shall become effective on the expiry of the relevant (see above) number of days or hours from midnight I.S.T. of the day on which notice of cancellation is issued by or to the Insurer but shall not apply to any cover against the said risks which shall have attached before the cancellation becomes effective.

## Cuttings clause

Warranted that the damaged portion should be cut off and the balance utilized.

## Limitation of liability (inland transits) clause

The liability of the insurer shall be limited to 75% of the assessed loss where the consignment note is issued limiting the liability of the carriers in any respect by special contract duly signed by the consignor, consignee or by the duly authorized representative, agents or where the consignment note is issued by a private carrier (other than a vehicle belonging to the owner of goods) or freight broker. This warranty would not apply where loss or damage has occurred whilst the goods are not in the custody of the carriers.

## (AIMU) EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)

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

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

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

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

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

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

## RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

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

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

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

1.1 any chemical, biological, bio-chemical or electromagnetic weapon

1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer

virus or process or any other electronic system.

### CANCELLATION CLAUSE:

A policy may be cancelled by the insurer on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured by sending to the insured fifteen days notice of cancellation by recorded delivery to the insured's last known address and the insurer will refund to the insured the pro-rata premium for the balance period of the policy.

### ARBITRATION:

"The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

### GRIEVANCE REDRESSAL:

For resolution of any query or grievance, insured may contact the company on toll free number **9029060000** or may write an e- mail at **hello@acko.com**. In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at the following address:

Grievance Redressal Officer

**Marine Open Insurance Policy (Commercial)**  
**Acko General Insurance Limited**

Unit No. 301 & 302, 3rd Floor, F Wing, Lotus Corporate Park, Off Western Express Highway, Goregaon East, Mumbai - 400 063.  
www.acko.com | hello@acko.com | Toll-free: 9029060000 | CIN: U66000MH2016PLC287385 | UIN: IRDAN157CP0006V01201718



Acko General Insurance Limited  
3rd Floor, F-wing,  
Lotus corporate park, Goregaon East,  
Mumbai – 400063  
[grievance@acko.com](mailto:grievance@acko.com)

In the event of unsatisfactory response from the Grievance Officer, he/she may, register a complaint in the Integrated Grievance Management System (IGMS) of the IRDAI.

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

**AHMEDABAD** - Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad-380 001. Tel.:- 079-25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in. (State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.)

**BENGALURU** - Office of the Insurance Ombudsman, J24th Main Road, Jeevan Soudha Bldg., JP Nagar, 1st Phase, Ground Floor Bengaluru – 560 078. Tel.:- 080- 26652049/26652048 Email: bimalokpal.bengaluru@ecoi.co.in. (State of Karnataka.)

**BHOPAL** - Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal(M.P.)-462 003. Tel.:- 0755-2769201/9202 Fax: 0755-2769203

Email: bimalokpal.bhopal@ecoi.co.in (States of Madhya Pradesh and Chattisgarh.)

**BHUBANESHWAR** - Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar-751 009. Tel.:- 0674-2596455/2596003 Fax: 0674-2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in (State of Orissa.)

**CHANDIGARH** - Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh-160017. Tel.:- 0172-2706468/2706196 Fax: 0172-2708274 Email: bimalokpal.chandigarh@ecoi.co.in (States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.)

**CHENNAI** - Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai-600 018. Tel.:- 044-24333668 /24335284 Fax: 044-24333664 Email: bimalokpal.chennai@ecoi.co.in [State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).]

**DELHI** - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- 011-011-23239633/23237532 Fax: 011-23230858 Email: bimalokpal.delhi@ecoi.co.in (States of Delhi.)

**GUWAHATI** - Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, S.S. Road, Guwahati-781 001 Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@ecoi.co.in (States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.)

**HYDERABAD** - Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel: 040-65504123/23312122 Fax: 040- 23376599 Email: bimalokpal.hyderabad@ecoi.co.in (States of Andhra Pradesh and Union Territory of Yanam – a part of the Union Territory of Pondicherry.)

JAIPUR - Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, Jaipur – 302005  
Tel: 0141-2740363 Email: bimalokpal.jaipur@ecoi.co.in (State of Rajasthan.)

ERNAKULAM - Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel: 0484-2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in [State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.]

KOLKATA - Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, Kolkata-700 072. Tel: 033-22124339/22124346 Fax: 033-22124341 Email: bimalokpal.kolkata@ecoi.co.in (States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.)

LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-2, Nawal Kishore Road, Hazaratganj, Lucknow-226 001. Tel: 0522 -2231331/2231330 Fax: 0522-2231310 Email: bimalokpal.lucknow@ecoi.co.in (States of Uttar Pradesh and Uttaranchal.)

MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai 400054. Tel: 022-26106960/26106552 Fax: 022-26106052

Email: bimalokpal.mumbai@ecoi.co.in (State of Goa and Mumbai Metropolitan Region excluding Navi Mumbai and Thane.)

PUNE - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan Bldg, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayanpeth, Pune – 411030. Tel: 020-41312555 Email: bimalokpal.pune@ecoi.co.in (State of Maharashtra including Navi Mumbai and Thane and excluding Mumbai Metropolitan Region.)

NOIDA - Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar – 201301. Tel: 0120- 2514250/52/53 Email: bimalokpal.noida@ecoi.co.in (State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.)

PATNA - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna – 800006. Tel No: 06122680952 Email: bimalokpal.patna@ecoi.co.in (Bihar, Jharkhand.)

The updated details of Insurance Ombudsman offices are also available at the IRDAI website [www.irda.gov.in](http://www.irda.gov.in), or on the website of Governing Body of Insurance Council [www.ecoi.co.in](http://www.ecoi.co.in) or on the Company's website at [www.acko.com](http://www.acko.com).

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