



Marine, Cargo & Transit

# Cargo Single Transit Policy

Marine Insurance Policy

Date of preparation: 1 June 2023

Effective date: 15 November 2023

360MCTPWV123\_QM9790-1123



360 Marine, Cargo & Transit Pty Ltd **ABN** 98 666 683 763 is an Authorised Representative (**AR** 1302961) of  
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181  
Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείσθε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह वक्तर ददया गया है दक बीमा पॉलिसी में क् कवरण (बीमे द्वारा सुरकषति) है और क् कवरण (बीमे द्वारा कवरण) नहीं है तथा इसमें आपके और हमारे दाययत्व्व के बारे में भी बताया गया है। यह जांच करने के लिए दक क् प्वलिसी आपकी आवश्यकताओं क्व पूरा करती है, आपक्व इसे समझने की आवश्यकता है। यदद आप अंगेजी पढ़ और समझ नहीं सकते/सकती हैं त्व कृपया दकसी ऐसे व्पक्त् से सहायता ि ज्व आपक्व इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता ह्व।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵੱਚ ਇਹ ਵੇਰਵਾ ਵਦਤਾ ਵਆ ਹੈ ਵਕ ਬੀਮਾ ਪਾਵਸੀ ਤਵਹਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਹੈ ਅਤੇ ਵਕ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਵਅਤ) ਨਹੀ ਹੈ ਅਤੇ ਇਸ ਵੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ੋਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਵਦਸਆ ਵਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਇੰ ਵਕ ਕੀ ਪਾਵਸੀ ਤੁਹਾਡੀਆਂ ਤਿੰ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਤਿੰ ਹੈ। ਜੇ ਤੁਸੀ ਅੰਰਿਜੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਵਕਰਪਾ ਕਰਕੇ ਵਕਮੇ ਅਵਜਹੇ ਵਵਅਕਤੀ ਤੋਂ ਮਦਦ ਵਿ ਜੇ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵੱਚ ਮਦਦ ਦੇ ਸਕੇ



Marine, Cargo & Transit

# Marine Insurance Policy

## Table of Contents

<b>ABOUT THIS BOOKLET</b>	<b>5</b>	<b>INSTITUTE CLAUSES</b>	<b>15 - 37</b>
+ ABOUT QBE .....	5	+ INSTITUTE AND JOINT CARGO COMMITTEE CLAUSES .....	15
+ ABOUT 360.....	5	01/01/2009 CL382	
<b>IMPORTANT INFORMATION</b>	<b>6 - 7</b>	+ INSTITUTE CARGO CLAUSES (A).....	15
+ DUTY OF DISCLOSURE .....	6	01/01/2009 CL387	
+ GENERAL INSURANCE CODE OF PRACTICE.....	6	+ INSTITUTE CARGO CLAUSES (AIR) (EXCLUDING SENDINGS BY POST).....	18
+ PRIVACY .....	6	01/01/2009 CL383	
+ COMPLAINTS .....	7	+ INSTITUTE CARGO CLAUSES (B).....	21
<b>POLICY WORDING</b>	<b>8 - 14</b>	01/01/2001 CL354	
+ OUR AGREEMENT WITH YOU.....	8	+ INSTITUTE CLASSIFICATION CLAUSE .....	24
+ 1. DEFINITIONS.....	8	1/1/2009 CL386	
+ 2. WHEN YOUR INSURED TRANSITS START AND FINISH .....	9	+ INSTITUTE STRIKES CLAUSES (CARGO).....	25
+ 3. WHAT YOU ARE COVERED FOR .....	9	1/1/2009 CL389	
+ 4. WHAT WE WILL PAY.....	9	+ INSTITUTE STRIKES CLAUSES (AIR CARGO).....	28
+ 5. WHAT YOU MUST PAY IF YOU MAKE A CLAIM ....	9	1/1/2009 CL385	
+ 6. AUTOMATIC COVER EXTENSIONS .....	9	+ INSTITUTE WAR CLAUSES (CARGO) .....	30
+ 7. COVER LIMITATIONS.....	11	1/1/2009 CL388	
+ 8. WHEN YOU ARE NOT COVERED.....	11	+ INSTITUTE WAR CLAUSES (AIR CARGO) (EXCLUDING SENDINGS BY POST).....	33
+ 9. GENERAL CONDITIONS .....	13	1/3/09 CL390	
+ 10. CLAIMS.....	13	+ INSTITUTE WAR CLAUSES (SENDINGS BY POST) ....	36
+ RECOVERY ACTION AND UNINSURED LOSS.....	14	1/12/82 CL271	
+ SUBROGATION .....	14	+ INSTITUTE WAR CANCELLATION CLAUSE (CARGO) ..	37
		1/1/2009	
		+ CARGO PIRACY NOTICE OF CANCELLATION .....	37
		+ MARINE CYBER ENDORSEMENT .....	37

# About this Booklet



There are two parts to this booklet. The first part is Important Information about this **policy** including information about how we'll protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

The second part is **your** Policy Wording which sets out the detailed terms, conditions and exclusions of the **policy**.

Because we don't know **your** own personal circumstances, **you** should treat any advice in this booklet as purely general in nature. It doesn't consider **your** objectives, financial situation or needs. **You** should carefully consider the information provided with regard to **your** personal circumstances to decide if it's right for **you**.

## For more information or to make a claim

Please take the time to read through this booklet and if **you** have any questions, need more information or to confirm a transaction, please contact:

+ **your** financial services provider.

Full details of what **you** must do for **us** to consider **your** claim are provided in the '**Claims**' section at the end of this booklet. To make a claim under this **policy** please contact:

+ QBE by sending an email to [marineclaims@qbe.com](mailto:marineclaims@qbe.com)

## About QBE

QBE Insurance (Australia) Limited **ABN 78 003 191 035 AFSL 239545** (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited **ABN 28 008 485 014** is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). **We** have been helping Australians protect the things that are important to them since 1886.

## QBE in the community

### Premiums4Good™

**We** are committed to giving back to the communities that **we** operate in. Through Premiums4Good, **we** invest a portion of customer premiums into investments that have additional social or environmental features. So, when **you** choose **us** as **your** insurer, **your** premium automatically does some good.

## About 360

360 Marine, Cargo & Transit Pty Ltd (360 Marine) (**ABN 98 666 683 763**) is an Authorised Representative (**AR 1302961**) of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270, AFSL 319181**. 360 Marine is the underwriting agency acting on behalf of QBE in relation to this **policy**.

In issuing this **policy**, 360 Underwriting and its Authorised Representative 360 Marine will be acting under an authority given to it by the insurers. This means that when issuing this **policy**, 360 Underwriting and its Authorised Representative 360 Marine will be acting as an agent for the insurers, not for **you**.

360 Marine contact details are:

Suite 1, Level 18,  
201 Kent Street  
Sydney, NSW 2000  
Telephone. 1800 411 580

**You** should contact 360 Marine in the first instance in relation to this insurance.



Marine, Cargo & Transit

# Important Information

In this first part of the booklet we explain important information about this **policy** including how we'll protect **your** privacy and how to make a complaint or access **our** dispute resolution service.

## Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty, under both the *Insurance Contracts Act 1984 (Cth)* and the *Marine Insurance Act 1909 (Cth)*, to tell **us** anything that **you** know, or could reasonably be expected to know, that may affect **our** decision to insure **you** and on what terms.

**You** have this duty until **we** agree to insure **you**.

**You** have the same duty before **you** renew, extend, vary or reinstate an insurance contract.

**You** do not need to tell **us** anything that:

- + reduces the risk **we** insure **you** for, or
- + is common knowledge, or
- + **we** know or should know as an insurer, or
- + **we** waive **your** duty to tell **us** about.

### If you do not tell us something

Where the *Marine Insurance Act 1909 (Cth)* applies:

If **you** fail to comply with **your** duty of disclosure, **we** may avoid the contract of insurance from its beginning.

Where the *Insurance Contracts Act 1984 (Cth)* applies:

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your** contract or reduce the amount **we** will pay **you** if **you** make a claim, or both.

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

## General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. **You** can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

**We** recognise that family and domestic violence is a complex issue and **we** take it seriously. For more information about support, **our** Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

## Privacy

Both QBE and 360 are committed to the safe and careful use of **your** personal information in the manner required by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles and the terms of the **policy**.

### 360

360 will collect personal information when **you** deal with 360, 360 agents, other companies in the 360 group, QBE group or suppliers acting on behalf of 360. 360 use **your** personal information so 360 can do business with **you**, which includes issuing and administering 360 products and services and processing claims.

Sometimes 360 might send **your** personal information overseas.

The locations 360 send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

A copy of the 360 Privacy **policy** is located on the 360 website at [www.360uw.com.au](http://www.360uw.com.au)

### QBE

**We** take the security of **your** personal information seriously.

**We** will collect personal information directly from **you** when **you** deal with **us**, or sometimes through **our** agents, other companies in the QBE group or suppliers acting on **our** behalf. **We** will only ever collect the personal information **we** need in order to provide **our** services to **you**, such as issuing and administering **our** products and services and processing claims. **We** will obtain consent before collecting sensitive information, such as health information, unless **we** are required or permitted by law to collect it without consent. Sometimes **we** may store and disclose **your** personal information overseas. When **we** do this, **we** ensure **your** information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

**Our** Privacy Policy describes in more detail from whom **we** collect personal information, as well as where **we** store it and the ways **we** could use it. **You** can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If **you** would like to access or correct **your** personal information please contact **us** at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.



Marine, Cargo & Transit

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

### Step 2 – Customer relations

If your complaint isn't resolved by the team looking after your policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Telephone. 1300 650 503  
Fax. (02) 8227 8594  
Email. [complaints@qbe.com](mailto:complaints@qbe.com)  
Post. GPO Box 219, Parramatta NSW 2124

### Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA).

We are a member of AFCA and their decisions are binding on us.

Telephone. 1800 931 678  
Email. [info@afca.org.au](mailto:info@afca.org.au)  
Post. GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

### Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at [customer@qbe.com](mailto:customer@qbe.com). If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Telephone. 1300 363 992  
Email. [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Post. GPO Box 5218, Sydney NSW 2001

## Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria.

For more information, contact the Australian Prudential Regulation Authority (APRA).

### How to contact APRA

Telephone. 1300 558 849  
Calls from mobiles, public telephones or hotel rooms may attract additional charges.  
Online. [www.fcs.gov.au](http://www.fcs.gov.au)

## Contacting 360 Marine

### How to contact 360 Marine

Telephone. 1800 411 580  
(Monday to Friday from 9am to 5pm, Sydney time, except on public holidays)  
Post. Suite 1, Level 18, 201 Kent St, Sydney NSW 2000

Email.

- + [privacy@360uw.com.au](mailto:privacy@360uw.com.au), to contact us about privacy or your personal information;
- + [executive@360uw.com.au](mailto:executive@360uw.com.au), to give feedback or pay a compliment.

# Policy Wording



Marine, Cargo & Transit

This **policy** is underwritten by QBE Insurance (Australia) Limited  
ABN 78 003 191 035 AFSL 239545.

## Our Agreement With You

Where **we** agree to insure **you** based on the information **you** provide when **you** apply for this insurance, **we** issue a **policy schedule** confirming cover.

The information contained in the **policy schedule** sets out information specific to **you** such as the cover **we** have agreed to provide and the **policy** sum insured.

**Our** agreement with **you** (the **policy**) will comprise this Policy Wording and any applicable *Institute Clauses*, the **policy schedule** and any endorsements **we** issue. They should be read together and kept in a safe place.

Where **we** have agreed to enter into a **policy** with **you** and subject to the terms, conditions and exclusions of the **policy**:

- a. **we** agree to provide **you** with the insurance cover set out in each of the **policy** parts which are listed in the **policy schedule**, subject to **your** payment of or agreement to pay the premium set out in the current **policy schedule**;
- b. the insurance cover is in force for the voyage set out in the **policy schedule**;
- c. **we** will cover **you** for loss or damage occurring to the **interest insured** during the voyage as specified in **your policy schedule**;
- d. **we** will not pay any more than the insured value and/or sub-limits shown in either the **policy schedule** or this **policy** unless **we** have stated otherwise.

## 1. Definitions

The words and terms used throughout this **policy** have special meanings set out below. These words are in **bold**.

**Conveyance** means:

Any road, rail, ship, vessel, aircraft or registered postal service used to transport the **interest insured** as specified in the **policy schedule**. This includes a trailer when attached to a registered road vehicle.

**Insured Event** means:

Any occurrence or event which arises during transportation and results in loss or damage to the **interest insured** which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the cargo.

**Interest Insured** means:

The cargo that is specified as the interest insured in the **policy schedule**. This has the same meaning as 'subject-matter insured' as referred to in the *Institute Clauses*.

**Packaging** means:

Packing materials, crates, pallets, or similar items belonging to **you** or for which **you** are responsible.

**Policy** means:

This Policy Wording and any applicable *Institute Clauses*, the **policy schedule** and any endorsements **we** issue to **you** which amend this Policy Wording or the **policy schedule**.

**Policy Schedule** means:

The most recent document **we** give **you**. **We** give **you** a policy schedule when **you**:

- + first buy the **policy** from **us**;
- + change any part of the **policy** or any personal details relevant to it; or
- + renew the **policy** with **us**.

**Terrorism** means:

Any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

**We, our, us** means:

QBE Insurance (Australia) Limited, ABN 78 003 191 035.

**You, your, yours, assured** means:

The person(s), companies or firms named in the current **policy schedule** as the insured or the party to whom this **policy** has legally been assigned.



## 2. When Your Insured Transits Start and Finish

Cover attaches and terminates in accordance with the Duration Clauses of the applicable *Institute Clauses*.

## 3. What You are Covered for

The **interest insured** is covered to the extent provided by the provisions of this **policy** and the *Institute Clauses* stated in your **policy schedule**.

Any reference in the conditions of insurance to *Institute Clauses* is to the Clauses published by Lloyd's Market Association and the International Underwriting Association of London current at the inception date of this **policy**.

## 4. What We Will Pay

### 4.1 Insured Value

The insured value stated in the **policy schedule** subject to the provisions of the *Marine Insurance Act 1909 (Cth)*.

### 4.2 Brands/Labels

In the event of loss or damage of **interest insured** bearing embossed or indented brands or labels or other permanent markings identifying **you** as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the cargo may be retained by **you** to dispose of as **you** see fit provided a reasonable allowance is agreed for the value of the damaged and undamaged cargo.

Where only the labels of the cargo are affected by the **insured event**, the amount payable by **us** is limited to the reasonable cost of reconditioning and relabelling, subject to **our** liability not exceeding the insured value of the cargo.

### 4.3 Other Policies of insurance (non-contribution)

If, at the time of any loss or damage to the **interest insured**, there is any other current insurance, whether effected by **you** or by any other person or persons, covering the same cargo, **we** will not be liable (where legally entitled), for more than the rateable proportion of the loss, damage or expense.

### 4.4 Replacement and repair of machinery

In the event of loss or damage to any part(s) of an insured machine consisting of more than one part, cover under this **policy** will not exceed the cost of replacement or repair of the part(s) plus labour and (re)fitting and carriage costs. Duty incurred in the provision

of the part(s) will also be claimable provided that the full duty payable on the part(s) is included in the amount insured. **Our** limit of liability will not exceed the insured value of the machine or manufactured item.

### 4.5 Sorting charges

Where, following an incident that is recoverable under this **policy**, **our** surveyor requires or recommends that packages and/or damaged cargo be sorted in order to ascertain or assess the nature and/or extent of loss and/or damage, expenses arising from such sorting will be recoverable hereunder, notwithstanding that a claim for such loss or damage is not ultimately made by **you**.

## 5. What You Must Pay if You Make a Claim

### 5.1 Excess

For claims **you** make on this **policy**, **you** will have to pay the excess which is shown on your **policy schedule**. If more than one excess is payable under this **policy** for any claim or series of claims arising from the one accident, **you** must pay the highest excess, but **you** pay only one excess.

## 6. Automatic Cover Extensions

The following extensions automatically apply to this **policy**, provided **you** have an insurable interest at the time of loss.

### 6.1 Cargo ISM forwarding charges

This **policy** is extended to reimburse **you**, up to the insured value for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the **interest insured** to the destination to which it is insured, following release of the **interest insured** from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either to:

- a. the vessel not being certified in accordance with the ISM Code;
- b. a current Document of Compliance not being held by her owners or operators;

as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to general average or salvage charges, is subject to all other terms, conditions and exclusions contained in the **policy**.

### 6.2 Delayed unpacking

Where packages of the **interest insured** are not opened immediately upon arrival, loss or damage covered by this **policy** which was not immediately apparent at the time of arrival and where there is no evidence to the contrary, such loss or damage shall be deemed to have occurred during transit and recoverable under this **policy** providing:

- a. the damage is discovered within 90 days of arrival;
- b. any packages bearing outward signs of loss or damage at the time of arrival are opened and inspected immediately.

### 6.3 Duty and taxes (imports only)

This **policy** is extended to include the amount of any duty and/or taxes paid or payable by **you** in respect of the **interest insured** at the destination. The increased value will then attach as an additional insurance on the **interest insured** from the time of payment of the duty and/or taxes.

**You** agree to include in **your** declaration to **us**, the amount of duty and/or taxes paid and/or payable on all cargo insured under the **policy**.

However, this cover does not apply to:

- a. total loss of part of the **interest insured** before the duty and taxes become payable;
- b. general average contributions and salvage charges arising from any casualty occurring before the duty and taxes become payable;
- c. duty and taxes refunded or rebated by customs authorities on lost or damaged cargo.

**You** must take all reasonable steps to obtain a credit for duty and taxes paid or payable on lost or damaged cargo.

### 6.4 Insolvency of carrier

If the insured transit is interrupted or terminated due to the insolvency or financial default of the carrier, whether or not loss or damage has been occasioned to the cargo, **we** will pay **you** the extra costs of freight and/or storage to forward the cargo to its intended destination, or to return the cargo to the place from which it was despatched, up to a maximum of 10% of the insured value of the cargo.

This cover will not apply where, at the time of loading of the cargo on board the **conveyance**, **you** were aware, or in the ordinary course of **your** business should be aware, that such insolvency or financial default could have occurred during the insured transit.

### 6.5 Overcarried cargo

Should the **interest insured** be overcarried to a different destination, this **policy** covers the cargo until returned to the original destination.

This **policy** covers accidental loss of or damage to **packaging** and shipping containers while carried in transit. Expenses incurred in demurrage charges following the late return of shipping containers are also covered where the charges are necessary due to **you** retaining containers for **our** inspection following a claim and upon **our** instruction.

Subject to a limit of \$75,000 any one event unless otherwise specified in the **policy schedule** and provided the costs are not recoverable under any other **policy** of insurance.

### 6.6 Packers' premises

The **interest insured** is covered from the time of leaving the supplier's warehouse while in transit to the packer's warehouse. Cover remains in force while at the packer's warehouses and thereafter while in transit to final destination.

### 6.7 Refused goods

In the event that **you** or **your** customer either refuse to take delivery or are unable to accept delivery of the **interest insured**, cover remains in force during any delay, storage or onward transport, provided that:

- + the goods are insured under this **policy** for the inward or outward journey;
- + cover has been continuous;
- + the goods have not been unpacked and are returned in their original packing;

**You** must take all reasonable precautions to prevent the goods from loss or damage. Temperature controlled products must be kept in a refrigerated or frozen condition as appropriate with instructions being provided to all third parties handling and storing the goods.

### 6.8 Removal of debris / clean up costs

This **policy** covers all reasonable costs and expenses incurred in unloading, removing, disposing and clean up of damaged cargo at the accident site caused by an **insured event**.

Subject to a limit of \$75,000 any one event, unless otherwise specified in the **policy schedule** and provided the costs are not recoverable under any other **policy** of insurance.

### 6.9 Seaworthiness admitted

**We** admit the seaworthiness of the vessel. **We** agree that any claim under this **policy** will not be prejudiced by the fact that the loss or damage may have been attributable to the wrongful act or omission of the ship owners or their servants committed without **your** involvement.

### 6.10 Shut-out

In the event of **interest insured** being 'shut-out' from the **conveyance** at an intermediate place during the course of transit, this **policy** covers the cargo while waiting for an alternative **conveyance** provided it is stored in a secure area, but excluding any loss or damage caused by delay.

### 6.11 Transhipment

Transhipment is covered wherever occurring under the **policy** terms and conditions and at no additional premium.

## 7. Cover limitations

### 7.1 On deck shipments

Cargo shipped on deck in general purpose ISO fully enclosed shipping containers or cargo carried on deck without **your** privity, knowledge or consent, but subject to an under-deck bill of lading, is covered in this **policy**.

Other on-deck cargoes are covered in this **policy** conditions unless otherwise stated in the **policy schedule** which exclude loss, damage or expense caused by or arising from rust, oxidation, discolouration, fresh water or sea-water unless as a result of a peril insured by the *Institute Cargo Clauses (B)* with clause 1.2.3 deleted.

### 7.2 Cargo ISM Clause

This clause is only applicable to shipments on board vessels of 500 GRT or more.

In no case will this **policy** cover loss, damage or expense where the **interest insured** is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the **interest insured** on board the vessel, **you** are aware, or in the ordinary course of business should have been aware:

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

as required under SOLAS Convention 1974 as amended.

This exclusion will not apply where this **policy** has been assigned to the party claiming who has bought or agreed to buy the **interest insured** in good faith under a binding contract.

## 8. When you are not covered

Cover exclusions are stated in the *Institute Clauses* that apply to **your** cover as referred to in **your policy schedule**. In addition, this insurance does not cover loss of or damage to the **interest insured** or liability or expense caused by any of the following:

### 8.1 Antiques, paintings and pictures clause

**We** will not be liable for loss or damage or expense caused by:

- a. delay, confiscation or detention by Customs or other Officials or Authorities;
- b. wear and tear, moth, vermin, normal atmospheric;

or climatic conditions;

- c. inherent vice of the goods.

### 8.2 Communicable Disease Exclusion

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto;
2. As used herein, a 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

### 8.3 Consequential loss/delay

Loss arising from delay or consequential loss of any description even if consequent upon the happening of an **insured event** as specified in the applicable *Institute Clauses*.

### 8.4 Depreciation

Depreciation or reduction in value of the insured goods due to repairs.

### 8.5 Electrical, mechanical & electronic failure

Electronic, electrical or mechanical failure of the **interest insured** where there is no external visible evidence of damage from an **insured event**.

### 8.6 Insolvency of carrier

Expense arising from the insolvency or financial default of the carrier other than as provided by *Clause 8.4*.

### 8.7 Laws impacting cover

**We** will not be liable to provide any cover, pay any claim or provide any benefit under this **policy**, to the extent that it is unlawful for **us** to do so.

## 8.8 Pre-existing damage

Loss or damage that existed or occurred prior to the commencement of the insured transit.

## 8.9 Rust/oxidisation/dicolouration

Rust, oxidisation and/or discolouration unless caused by an insured event.

## 8.10 Radioactive contamination

Loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d. 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;
- e. any chemical, biological, bio-chemical and electromagnetic weapons.

## 8.11 Radioactive contamination – USA/Canada

In so far as 'Clause 8.10 Radioactive contamination' applies, the inclusion of this clause in the **policy** is material to our willingness to provide coverage at the quoted terms, conditions and rates. It is the intent of the parties to give maximum effect to 'Clause 8.10 Radioactive contamination' as permitted by law. In the event that any portion of this clause may be found to be unenforceable in whole or in part under the law of any State, Territory, district, commonwealth or possession of the USA, or any province or territory of Canada, the remainder will stay under full force and effect under the laws of that State, Territory, district commonwealth or possession, province or Territory. Further, any such finding will not alter the enforceability of 'Clause 8.10 Radioactive contamination' under the laws of any other State, Territory, district, commonwealth or possession of the USA, or any province or Territory of Canada, to the fullest extent permitted by applicable law.

## 8.12 Sanctions limitation and exclusion

We will not be liable to provide any cover, pay any claim or provide any benefit under this **policy**, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

## 8.13 Termination of transit clause (terrorism)

This clause will be paramount and will override anything contained in this **policy** inconsistent therewith.

- a. 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 cargo caused by:
  - I. any act of **terrorism** being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted; or
  - II. any person acting from a political, ideological or religious motive.

Such cover is conditional upon the **interest insured** being in the ordinary course of transit and, in any event, shall terminate either:

- III. as per the transit clauses contained within this **policy**; or
- IV. on completion of unloading from **conveyance** in or at the final warehouse or place of storage at the destination named herein; or
- V. on completion of unloading from the **conveyance** in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which **you** or **your** employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- VI. when **you** or **your** employees elect to use any **conveyance** or any container for storage other than in the ordinary course of transit; or
- VII. in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the cargo from the overseas vessel at the final port of discharge; or
- VIII. in respect of air transits, on the expiry of 30 days after unloading cargo from the aircraft at the final place of discharge;

- b. 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 2*.

## 8.14 War

War, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority unless the **interest insured** is in transit aboard a sea **conveyance**.

## 9. General conditions

### 9.1 Due diligence

**You** must take all reasonable care to prevent loss, destruction, expense, damage or death covered by this **policy**.

### 9.2 Changing your policy

If **you** want to make a change to this **policy**, the change becomes effective when **we** agree to it in writing.

**You** must give **us** notice as soon as practicable if there is any material change in the circumstances or nature of the risks covered by this insurance, as disclosed at the commencement of this **policy** or in **your policy schedule**. No claim arising after the change shall be payable unless **we** have agreed to the change in writing.

### 9.3 Jurisdiction, law and practice

All disputes arising out of or under this **policy** will be subject to determination by any court of competent jurisdiction within Australia.

This **policy** is subject to the *Marine Insurance Act 1909 (Cth)*.

### 9.4 References to legislation

Legislation referenced in this **policy** includes subsequent legislation. Any term used in this **policy** and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- + an act or regulation as amended, replaced or re-enacted;
- + where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

### 9.5 Sending you documents

Documents relating to **your** insurance **policy** will be sent by post or email. Where **you** have been given the choice, they will be sent by **your** chosen delivery method and **you** can change **your** preference at any time.

It is **your** responsibility to make sure **your** contact details are current (including telephone number, email and mailing address where relevant) and **you** must update these as soon as they change.

## 10. Claims

### 10.1 What you must do

If there is any loss or damage which may result in a claim under this **policy**, **you** must take the following steps:

#### Immediate action

- a. take all reasonable measures to avoid or minimise any loss, damage or expense (**we** will pay the reasonable and necessary cost of doing this);
- b. ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
- c. inform the Police as soon as possible after a theft is discovered.

#### Notification

- a. inform **us** of the event as soon as possible;
- b. complete **our** claim form and any other form **we** ask **you** to complete, and send it to **our** claims department at any of **our** offices. **Our** claim form is available from **your** financial services provider or **you** may download it from **our** website [www.qbe.com.au](http://www.qbe.com.au);
- c. send to **us** all correspondence and documents relating to the event;
- d. provide or arrange for **us** to be provided with invoices, statements and other documents evidencing the amount of the loss.

### 10.2 Claims documentation

To enable claims to be dealt with promptly, **you** are advised to submit all available supporting documents without delay, including, where applicable:

- a. original **policy**;
- b. original contract of carriage, (e.g. bill of lading or air waybill);
- c. original or copy shipping invoices, shipping specifications, weight notes, separate sales invoice or other document evidencing value;
- d. survey report or other documentary evidence to show the extent of the loss or damage;
- e. delivery docket and weight notes at final destination;
- f. correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Note: Failure to comply with the above conditions concerning claims procedures and documentation may prejudice **your** claim under this **policy**.



### 10.3 When others may be liable

When other parties may be liable to **you** for the loss, damage or liability, **you** must:

- a. not agree to release those parties from liability;
- b. hold the parties liable by delivering a notice of intention to claim within three days of delivery;
- c. in no circumstances, except under written protest, give clean receipts where the cargo is in doubtful condition.

When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official.

If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.

If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three days of delivery.

Inform **us** of the circumstances and let **us** have a copy of all relevant documents.

**We** may exercise all **your** legal rights relating to the loss or damage. **We** may prosecute or defend any legal proceedings in **your** name and have full discretion in the exercise of **your** legal rights.

Measures taken by **you** or **us** with the object of saving, protecting or recovering the **interest insured** shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### 10.4 General Average

In the event of a general average contribution arising under this **policy** consult **us** or **our** nominated Settling Agent before signing any general average bond.

### 10.5 Apportionment of recoveries

Where a recovery is obtained from a carrier or other third party, such recovery shall be apportioned between **you** and **us** in the same proportion as **we** have each borne such loss.

### 10.6 Fraud

If any claim in whole or part is fraudulent or false in any respect **we** may be entitled to avoid paying the claim or reduce the amount of the claim settlement. In some circumstances **we** may also be able to cancel **your policy**.

## Recovery Action and Uninsured Loss

If **you've** suffered loss that wasn't covered by **your policy** as a result of the incident, **we** may offer to attempt to recover this. **You** may also specifically ask **us** to recover this for **you**. **You'll** need to give **us** documents supporting **your** loss. Before **we** include any uninsured loss in the recovery action **we'll** also ask **you** to agree to the basis on which **we'll** handle **your** recovery action. **You** may need to contribute to legal costs in some circumstances.

## Subrogation

**We** may at any time, at **our** expense and in **your** name, use all legal means available to **you** of securing reimbursement for loss or damage arising under **your policy**. In the event **we** do so, **you** agree to give all reasonable assistance for that purpose.

# Institute Clauses

## Institute and Joint Cargo Committee Clauses

Applying to insured imports and exports the following clauses are standard marine market wordings. The *Institute Clauses* referred to in the policy, the policy schedule and endorsements are those current at the inception of this contract.

01/01/2009 CL382

## Institute Cargo Clauses (A)

### Risks Covered

#### Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of *Clauses 4, 5, 6 and 7* below.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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* below.

#### “Both to Blame Collision Clause”

3. This insurance indemnifies the assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the assured agree to notify the insurers who shall have the right, at their own cost and expense, to defend the assured against such claim.

### Exclusions

4. In no case shall this insurance cover:
  - 4.1 Loss damage or expense attributable to wilful misconduct of the assured;
  - 4.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured;
  - 4.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors);

- 4.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured;
- 4.5 Loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of 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;
- 4.7 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from:
  - 5.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein;
  - 5.1.2 Unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 *Exclusion 5.1.1* above shall not apply where the contract of 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;
- 5.3 The insurers 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.
6. In no case shall this insurance cover loss damage or expense caused by:
  - 6.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
  - 6.2 Capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat;
  - 6.3 Derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense:

- 7.1 Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- 7.2 Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
- 7.3 Caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
- 7.4 Caused by any person acting from a political, ideological or religious motive.

## Duration

### Transit Clause

8. 8.1 Subject to *Clause 11* below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
- 8.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance; or
  - 8.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
  - 8.1.3 when the assured or their employees elect to use any carrying vehicle or any container for storage other than in the ordinary course of transit; or
  - 8.1.4 On the expiry of 60 days after completion of discharge overseas of the subject-matter 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 subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in *Clauses 8.1.1 to 8.1.4*, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination.

- 8.3 This insurance shall remain in force (subject to termination as provided for in *Clauses 8.1.1 to 8.1.4* above and to the provisions of *Clause 9* below) during delay beyond the control of the assured, any deviation, forced discharge, reshipping or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

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

- 9.1 Until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur;

or

- 9.2 If the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of *Clause 8* above.

### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with *Clause 8.1*), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.



## Claims

### Insurable Interest

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

### Forwarding Charges

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

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 employees.

### Constructive Total Loss

13. No claim for constructive total loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

### Increased Value

14. 14.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject-matter insured 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 subject-matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

15. This insurance:
- 15.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
- 15.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising losses

### Duty of assured

16. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
- 16.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss; and
- 16.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

17. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

© Copyright: 11/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

01/01/2009 CL387

## Institute Cargo Clauses (Air) (excluding sendings by Post)

### Risks covered

#### Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of *Clauses 3, 4 and 5* below.

#### Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in *Clauses 3, 4 and 5* below.

### Exclusions

3. In no case shall this insurance cover:
  - 3.1 Loss damage or expense attributable to wilful misconduct of the assured;
  - 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured;
  - 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject-matter insured;
  - 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of 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;
  - 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against;
  - 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit. This

exclusion shall not apply where the contract of 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;

- 3.8 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. In no case shall this insurance cover loss damage or expense caused by:
  - 4.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
  - 4.2 Capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
  - 4.3 Derelict mines torpedoes bombs or other derelict weapons of war.
5. In no case shall this insurance cover loss damage or expense:
  - 5.1 Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
  - 5.2 Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
  - 5.3 Caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
  - 5.4 Caused by any person acting from a political, ideological or religious motive.

### Duration

#### Transit Clause

6. 6.1 Subject to *Clause 9* below, this insurance attaches from the time the subject matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
  - 6.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance; or
  - 6.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees

elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or

6.1.3 When the assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit; or

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

6.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in *Clauses 6.1.1 to 6.1.4*, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.

6.3 This insurance shall remain in force (subject to termination as provided for in *Clauses 6.1.1 to 6.1.4* above and to the provisions of *Clause 7* 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.

### Termination of Contract of Carriage

7. 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 unloading of the subject-matter insured as provided for in *Clause 6* above, then this insurance shall also terminate unless prompt notice is given to the insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the insurers, either:

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

or

7.2 If the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of *Clause 6* above.

### Change of Transit

8. 8.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;

8.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with *Clause 6.1*), but, without the knowledge of the assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### Claims

#### Insurable Interest

9. 9.1 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;

9.2 Subject to *Clause 9.1* 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 insurers were not.

#### Forwarding Charges

10. 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 insured is covered under this insurance, the insurers will reimburse the assured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter insured to the destination to which it is insured.

This *Clause 10*, which does not apply to salvage charges, shall be subject to the exclusions contained in *Clauses 3, 4 and 5* above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the assured or their employees.

#### Constructive Total Loss

11. 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 insured to the destination to which it is insured would exceed its value on arrival.

## Increased Value

12. 12.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers with evidence of the amounts insured under all other insurances;

- 12.2 Where this insurance is on increased value the following clause shall apply:

The agreed value of the subject-matter insured 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 subject-matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

13. This insurance:
- 13.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
  - 13.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising losses

### Duty of assured

14. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
- 14.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss; and
  - 14.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

## Waiver

15. Measures taken by the assured or the insurers 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

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

## Law and practice

17. This insurance is subject to Australian law and practice.

NOTE: Where a continuation of cover is requested under [Clause 7](#), or a change of destination is notified under [Clause 8](#), there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 12/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

01/01/2009 CL383

## Institute Cargo Clauses (B)

### Risks covered

#### Risks

1. This insurance covers, except as excluded by the provisions of *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 or place of storage;
  - 1.3 Total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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* below.

#### “Both to Blame Collision Clause”

3. This insurance indemnifies the assured, in respect of any risk insured herein, against liability incurred under any both to blame collision clause in the contract of carriage. In the event of any claim by carriers under the said clause, the assured agree to notify the insurers who shall have the right, at their own cost and expense, to defend the assured against such claim.

### Exclusions

4. In no case shall this insurance cover:
  - 4.1 Loss damage or expense attributable to wilful misconduct of the assured;
  - 4.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured;

- 4.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses “packing” shall be deemed to include stowage in a container and “employees” shall not include independent contractors);
- 4.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
- 4.5 Loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage;

This exclusion shall not apply where the contract of 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;

- 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 directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from:
  - 5.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein;
  - 5.1.2 Unfitness of container or conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading;
- 5.2 *Exclusion 5.1.1* above shall not apply where the contract of 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;
- 5.3 The insurers 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.



6. In no case shall this insurance cover loss damage or expense caused by:
  - 6.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
  - 6.2 Capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat;
  - 6.3 Derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense:
  - 7.1 Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
  - 7.2 Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
  - 7.3 Caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
  - 7.4 Caused by any person acting from a political, ideological or religious motive.

## Duration

### Transit Clause

8. 8.1 Subject to *Clause 11* below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
  - 8.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance; or
  - 8.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
  - 8.1.3 When the assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit; or

- 8.1.4 On the expiry of 60 days after completion of discharge overseas of the subject matter 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 subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in *Clauses 8.1.1 to 8.1.4*, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination;
- 8.3 This insurance shall remain in force (subject to termination as provided for in *Clauses 8.1.1 to 8.1.4* above and to the provisions of *Clause 9* below) during delay beyond the control of the assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

9. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject matter insured as provided for in *Clause 8* above, then this insurance shall also terminate unless prompt notice is given to the insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the insurers, either:
  - 9.1 Until the subject matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject matter insured at such port or place, whichever shall first occur;

or

  - 9.2 If the subject matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of *Clause 8* above.

### Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;

- 10.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with *Clause 8.1*), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## Claims

### Insurable Interest

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

### Forwarding Charges

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

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 employees.

### Constructive Total Loss

13. No claim for constructive total loss shall be recoverable hereunder unless the subject matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter insured to the destination to which it is insured would exceed its value on arrival.

### Increased Value

14. 14.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject matter insured 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 subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

15. This insurance:
- 15.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
- 15.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising losses

### Duty of assured

16. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
- 16.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss; and
- 16.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

17. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

NOTE: Where a continuation of cover is requested under *Clause 9*, or a change of destination is notified under *Clause 10*, there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 11/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

01/01/2001 CL354

## Institute Classification Clause

### Qualifying vessels

1. This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interests carried mechanically self-propelled vessels of steel construction classed with a classification society which is:
  - 1.1 A member or associate member of the International Association of Classification Societies (IACS)\*;or
  - 1.2 A national flag society as defined in *Clause 4* below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

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

### Age limitation

2. Cargoes and/or interests carried by qualifying vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.
  - + bulk or combination carriers over 10 years of age;or
  - + other vessels over 15 years of age unless they;
    - 2.1 Have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age;or
    - 2.2 Were constructed as containerships, vehicle carriers or double-skin 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.

### Craft clause

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

### National flag society

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

### Prompt notice

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

### Law and practice

6. This insurance is subject to Australian Law and practice.

© Copyright: 12/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

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



1/1/2009 CL386

## Institute Strikes Clauses (Cargo)

### Risks covered

#### Risks

1. This insurance covers, except as excluded by the provisions of *Clauses 3* and *4* below, loss of or damage to the subject matter insured caused by:
  - 1.1 Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
  - 1.2 Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
  - 1.3 Any person acting from a political, ideological or religious motive.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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. 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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of this *Clause 3.3 "packing"* shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
  - 3.5 Loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of 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;

- 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 directly or indirectly caused by or arising from the use of any weapon or device 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. 4.1 In no case shall this insurance cover loss damage or expense arising from:
  - 4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein;
  - 4.1.2 Unfitness of container or conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2 *Exclusion 4.1.1* above shall not apply where the contract of 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.
- 4.3 The insurers 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.

## Duration

### Transit Clause

5. 5.1 Subject to *Clause 8* below, this insurance attaches from the time the subject matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
- 5.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance; or
- 5.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or
- 5.1.3 When the assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit; or
- 5.1.4 On the expiry of 60 days after completion of discharge overseas of the subject matter 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 subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in *Clauses 5.1.1 to 5.1.4*, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in *Clauses 5.1.1 to 5.1.4* above and to the provisions of *Clause 6* below) during delay beyond the control of the assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

### Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading 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 insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the insurers, either:
- 6.1 Until the subject matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject matter insured at such port or place, whichever shall first occur;
- or
- 6.2 If the subject matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of *Clause 5* above.

### Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;
- 7.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with *Clause 5.1*), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

## Claims

### Insurable Interest

8. 8.1 In order to recover under this insurance the assured must have an insurable interest in the subject matter insured at the time of the loss;
- 8.2 Subject to *Clause 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 insurers were not.

## Increased Value

9. 9.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject matter insured 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 subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

10. This insurance:
- 10.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
  - 10.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising losses

### Duty of assured

11. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
- 11.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss; and
  - 11.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
- and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

## Waiver

12. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

NOTE: Where a continuation of cover is requested under [Clause 6](#), or a change of destination is notified under [Clause 7](#), there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 11/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

1/1/2009 CL389

## Institute Strikes Clauses (Air Cargo)

### Risks

1. This insurance covers, except as excluded by the provisions of *Clause 3* 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 act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted;
  - 1.3 Any person acting from a political, ideological or religious motive.

### Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in *Clause 3* below.

### Exclusions

3. In no case shall this insurance cover:
  - 3.1 Loss damage or expense attributable to wilful misconduct of the assured;
  - 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured;
  - 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of this *Clause 3.3 "packing"* shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
  - 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of 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;

- 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against;
- 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit;

This exclusion shall not apply where the contract of 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;

- 3.8 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;
- 3.9 Any claim based upon loss of or frustration of the transit or adventure;
- 3.10 Loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 3.11 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

#### Transit Clause

4. 4.1 Subject to *Clause 7* below, this insurance attaches from the time the subject matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
  - 4.1.1 On completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance; or
  - 4.1.2 On completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution; or

4.1.3 When the assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit; or

4.1.4 On the expiry of 30 days after completion of unloading of the subject matter insured from the aircraft at the final place of discharge;

whichever shall first occur.

4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in *Clauses 4.1.1 to 4.1.4*, shall not extend beyond the time the subject matter insured is first moved for the purpose of the commencement of transit to such other destination;

4.3 This insurance shall remain in force (subject to termination as provided for in *Clauses 4.1.1 to 4.1.4* above and to the provisions of *Clause 5* 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.

#### Termination of Contract of Carriage

5. 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 unloading of the subject matter insured as provided for in *Clause 4* above, then this insurance shall also terminate unless prompt notice is given to the insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the insurers, either:

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

or

5.2 If the subject matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of *Clause 4* above.

#### Change of Transit

6. 6.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;

6.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with *Clause 4.1*), but, without the knowledge of the assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

#### Claims

##### Insurable Interest

7. 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 *Clause 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 the insurers were not.

##### Increased Value

8. 8.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject matter insured 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 subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

9. This insurance:
  - 9.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
  - 9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

## Minimising losses

### Duty of assured

10. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
  - 10.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss;and
  - 10.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

11. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

NOTE: Where a continuation of cover is requested under *Clause 5*, or a change of destination is notified under *Clause 6*, there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 12/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

1/1/2009 CL385

## Institute War Clauses (Cargo)

### Risks covered

#### Risks

1. This insurance covers, except as excluded by the provisions of *Clauses 3* and *4* below, loss of or damage to the subject matter insured caused by:
  - 1.1 War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
  - 1.2 Capture seizure arrest restraint or detainment, arising from risks covered under *1.1* above, and the consequences thereof or any attempt thereat;
  - 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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. 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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
  - 3.5 Loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject matter insured on board the vessel, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of 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;

3.7 Any claim based upon loss of or frustration of the voyage or adventure;

3.8 Loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from:

4.1.1 Unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject matter insured, where the assured are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein;

4.1.2 Unfitness of container or conveyance for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading.

4.2 *Exclusion 4.1.1* above shall not apply where the contract of 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;

4.3 The insurers 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.

## Duration

### Transit Clause

5. 5.1 This insurance:

5.1.1 Attaches only as the subject matter insured and as to any part as that part is loaded on an oversea vessel; and

5.1.2 Terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge;

or

on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the insurers and to an additional premium, such insurance:

5.1.3 Reattaches when, without having discharged the subject matter insured at the final port or place of discharge, the vessel sails therefrom;

and

5.1.4 Terminates, subject to 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port;

or

place of discharge;

or

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

5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject matter insured for on-carriage by oversea vessel or by aircraft, or the subject matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject matter insured and as to any part as that part is at such port or place. If the subject matter insured is on carried within the said period of 15 days or if the insurance reattaches as provided in this *Clause 5.2*:

5.2.1 Where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses;

or

5.2.2 Where the on-carriage is by aircraft, the current *Institute War Clauses (Air Cargo) (excluding sendings by Post)* shall be deemed to form part of the contract of 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 this 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 insurers before the commencement of such further transit and subject to an additional premium, this 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 this insurance terminates in accordance with 5.1.4.

5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the insurers.

5.5 Subject to prompt notice to insurers, 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 carriers under the contract of carriage.

(For the purpose of *Clause 5* "Arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by that vessel).

### Change of Voyage

6. 6.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;

6.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with *Clause 5.1*), but, without the knowledge of the assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

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

## Claims

### Insurable Interest

8. 8.1 In order to recover under this insurance the assured must have an insurable interest in the subject matter insured at the time of the loss;

8.2 Subject to *Clause 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 insurers were not.

### Increased Value

9. 9.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject matter insured 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 subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## Benefit of insurance

10. This insurance

10.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;

10.2 Shall not extend to or otherwise benefit the carrier or other bailee.



## Minimising losses

### Duty of assured

11. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
  - 11.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss; and
  - 11.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

12. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

NOTE: Where a reattachment of cover is requested under *Clause 5*, or a change of destination is notified under *Clause 6*, there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 11/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

1/1/2009 CL388

## Institute War Clauses (Air Cargo) (excluding sendings by Post)

### Risks covered

#### Risks

1. This insurance covers, except as excluded by the provisions of *Clause 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 covered under 1.1 above, and the consequences thereof or any attempt thereat;
  - 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.

#### Salvage Charges

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in *Clause 3* below.

### Exclusions

3. In no case shall this insurance cover:
  - 3.1 Loss damage or expense attributable to wilful misconduct of the assured;
  - 3.2 Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured;
  - 3.3 Loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
  - 3.5 Loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the assured or their employees and they are privy to such unfitness at the time of loading;

This exclusion shall not apply where the contract of 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;

- 3.6 Loss damage or expense caused by delay, even though the delay be caused by a risk insured against;
- 3.7 Loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject matter insured on board the aircraft, the assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit;

This exclusion shall not apply where the contract of 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;

- 3.8 Any claim based upon loss of or frustration of the transit or adventure;
- 3.9 Loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## Duration

### Transit Clause

4. 4.1 This insurance:

4.1.1 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

4.1.2 Terminates, subject to 4.2 and 4.3 below, either as the subject matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge;

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur;

nevertheless,

subject to prompt notice to the insurers and to an additional premium, such insurance:

4.1.3 Reattaches when, without having discharged the subject matter insured at the final place of discharge, the aircraft departs therefrom;

and

4.1.4 Terminates, subject to 4.2 and 4.3 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.

- 4.2 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 4.3 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 subject matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this *Clause 4.2*;

4.2.1 Where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses;

or

4.2.2 Where the on-carriage is by oversea vessel, the current *Institute War Clauses (Cargo)* shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea;

- 4.3 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 this insurance terminates in accordance with 4.1.2. If the subject matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches:

4.3.1 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;

4.3.2 In the case of the subject matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter this insurance terminates in accordance with 4.1.4.

- 4.4 Subject to prompt notice to insurers, 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 4* "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.)

### Change of Transit

5. 5.1 Where, after attachment of this insurance, the destination is changed by the assured, this must be notified promptly to insurers for rates and terms 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 market terms;
- 5.2 Where the subject matter insured commences the transit contemplated by this insurance (in accordance with *Clause 4.1*), but, without the knowledge of the assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. Anything contained in this contract which is inconsistent with *Clauses 3.8, 3.9 or 4* shall, to the extent of such inconsistency, be null and void.

### Claims

#### Insurable Interest

7. 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 *Clause 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 the insurers were not.

#### Increased Value

8. 8.1 If any increased value insurance is effected by the assured on the subject matter insured under this insurance the agreed value of the subject matter insured 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 under this insurance bears to such total amount insured.

In the event of claim the assured shall provide the insurers 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 subject matter insured 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 subject matter insured by the assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

### Benefit of insurance

9. This insurance:
  - 9.1 Covers the assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee;
  - 9.2 Shall not extend to or otherwise benefit the carrier or other bailee.

### Minimising losses

#### Duty of assured

10. It is the duty of the assured and their employees and agents in respect of loss recoverable hereunder:
  - 10.1 To take such measures as may be reasonable for the purpose of averting or minimising such loss;and
  - 10.2 To ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

#### Waiver

11. Measures taken by the assured or the insurers 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. 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. This insurance is subject to Australian law and practice.

NOTE: Where a reattachment of cover is requested under *Clause 4*, or a change of destination is notified under *Clause 5*, there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.

© Copyright: 12/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

1/3/09 CL390

## Institute War Clauses (sendings by Post)

### Risks covered

#### Risks

1. This insurance covers, except as excluded by the provisions of *Clause 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 detention, arising from risks covered under *1.1* above, and the consequences thereof or any attempt thereat;
  - 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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. 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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the assured or their employees or prior to the attachment of this insurance (for the purpose of these clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors);
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured;
  - 3.5 Loss damage or expense 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 directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### Duration

#### Transit Clause

4. 4.1 This insurance attaches only as the subject matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject matter insured is in packers' premises, until the subject matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
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

#### Insurable Interest

6. 6.1 In order to recover under this insurance the assured must have an insurable interest in the subject matter insured at the time of the loss;
- 6.2 Subject to *Clause 6.1* above, the assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the assured were aware of the loss and the insurers were not.

### Benefit of insurance

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

### Minimising losses

#### Duty of assured

8. It is the duty of the assured and their employees 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 rights against carriers, bailees or other third parties are properly preserved and exercised;and the insurers will, in addition to any loss recoverable hereunder, reimburse the assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

9. Measures taken by the assured or the insurers 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

10. 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. This insurance is subject to Australian law and practice.

© Copyright: 2/09 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

1/12/82 CL271

## 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.

© Copyright: – The Institute of London Underwriters

1/1/2009

## Cargo Piracy Notice of Cancellation

(For use only with *Institute Cargo Clauses*)

Where this insurance covers piracy and/or general average, salvage and sue and labour charges arising from piracy, such cover may be cancelled by insurers giving 7 days notice in writing, cancellation to take effect on the expiry of 7 days (10 days in respect of reinsurance) from midnight of the day on which the notice is issued by insurers.

Insurers agree to reinstate this coverage subject to agreement between insurers and the insured prior to the cancellation taking effect as to any new rate of premium and/or conditions and/or warranties. Such cancellation shall not affect any insurance which has attached before the cancellation takes effect.

If the cancellation is in relation to specific geographical areas, such areas will be clearly defined by insurers in the notice of cancellation.

© Copyright: 12/08 – Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

JC2008/024

## Marine Cyber Endorsement

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system;
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm;
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403





# 360

Marine, Cargo & Transit

NSW

Suite 1, Level 18, 201 Kent St  
Sydney, NSW 2000