



We can show you more.®

## Marine Cargo



Insurance companies, along with the brokers and agents who sell home, auto and business insurance, are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer. Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

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### **Right to Be Informed**

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy, at least thirty days prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy at least forty-five days prior to the expiration of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

Insurance companies will disclose their compensation arrangements with their distribution networks. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with your broker, agent, or company representative. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your insurance company or broker or agent of any change in your circumstances. Information required to determine renewal terms of your policy must be provided at least forty-five days prior to the expiration of the policy.

### **Right to Complaint Resolution**

Insurance companies, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access your company's complaint resolution process. Your insurer, agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService [www.gio-scad.org](http://www.gio-scad.org) where your complaint may be referred to an independent mediator.

### **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

### **Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

### **Right to Privacy**

Because it is important for you to disclose any and all information required by an insurer to provide the insurance coverage that best suits you, you have the right to know that your information will be used for the purpose set out in the privacy statement made available to you by your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that insurers are subject to Canada's privacy laws.



1800 McGill College Avenue, Suite 520  
Montreal, QC H3A 3J6  
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Toll Free: 1-800-525-0368

## MARINE CARGO POLICY

POLICY No: 665388546

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PLEASE READ THIS POLICY (AND SECTION A: SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY). IF IT DOES NOT MEET WITH YOUR REQUIREMENTS YOU SHOULD INFORM US IMMEDIATELY THROUGH YOUR INSURANCE BROKER

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Continental Casualty Company (hereinafter referred to as the **Insurer**) and the **Assured** agree that in consideration of the premium paid to the **Insurer**, the **Insurer** will insure the Subject Matter insured against direct physical loss or damage in accordance with the terms and conditions of this **Policy** for the Policy Period shown.

Words set out in **bold** have the meaning set out in the Definitions, wherever they appear in the **Policy**.

This **Policy** shall not be in force unless countersigned by an authorized representative of the Continental Casualty Company.

Countersigned at: **Montreal, QC** this **23** day of **August 2019**

INITIAL

CHIEF AGENT FOR CANADA

For the purpose of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's business in Canada





## MARINE CARGO POLICY

Thank you for choosing to purchase this Marine Cargo Policy from Continental Casualty Company, a leading cargo insurer in Canada. Continental Casualty Company is part of CNA Financial Corporation (CNA), one of the largest commercial insurers.

We pride ourselves in offering one of the broadest and most comprehensive cargo policies available, and in 2018 we have taken the opportunity to further upgrade and enhance our policy wording.

### IMPORTANT POLICY INFORMATION

- Cyber coverage up to \$50,000 per event is included – see Cyber Attack Clause
- Landing, warehousing, forwarding charges if incurred as a result of insolvency or financial default of the owners, charterers, manager or operators of the vessel - see Warehousing, Forwarding Charges
- Frustration of voyage as a result of a catastrophic weather event leading to extra costs for diversion, storage and re-shipment of cargo – see Warehousing, Forwarding Charges
- Repairs to second hand machinery can be carried out with new parts (up to the insured value of the item) without depreciation
- You can claim for an entire pair or set in the event of physical loss or damage to any one item of the pair or set.
- Available cover for damage to shipping containers
- 2017 Institute Clauses for Frozen Meat and Frozen Food (the first revision since 1986)
- Crimea and Russia have been added to the list of excluded territories\*

\*Following recent changes to Sanctions, Crimea and Russia now appear on our list of excluded Countries. Should you have shipments to these Countries please refer to your underwriter. In most cases a simple referral is all that is required to confirm cover for these shipments. If you have regular customers or suppliers in Crimea or Russia please discuss pre-clearance of these customers, or suppliers, with your underwriter.

In the unforeseen event where by virtue of our wording changes you experience a loss where more cover was provided by your previous CNA policy, we will adjust your claim according to the previous CNA policy.

Thank you for your partnership.

Signed:

**Matthew Lewis**

**Vice President, Marine Manager for Canada**

#### TORONTO

CNA Canada  
66 Wellington Street West  
Suite 3700  
Toronto, ONTARIO  
M5K 1J5  
Tel No: +1 888 755 2888

#### MONTREAL

CNA Canada  
1800 McGill College Avenue  
Suite 520  
Montreal, QUEBEC  
H3A 3J6  
Tel No: +1 514 398 9572

#### VANCOUVER

**(including Calgary & Winnipeg)**

CNA Canada  
510 West Georgia Street  
Suite 2250  
Vancouver, BRITISH COLUMBIA  
V6B 0M3  
Tel: No: +1 604 257 0400





## RULES OF CONSTRUCTION GOVERNING THIS POLICY

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This **Policy** consists of the following Sections:

<b>Section A - Schedule</b>	This section is unique for each <b>Assured</b> , and shall take precedence over all other Sections, except <i>Section B</i> and <i>Section C</i>
<b>Section B - Endorsements</b>	This section provides specific amendments to the coverage under the <b>Policy</b> and shall take precedence over Sections A,C,D,E and F
<b>Section C - Paramount Clauses</b>	These clauses shall override anything elsewhere in the <b>Policy</b> , except for Section B
<b>Section D - CNA Clauses</b>	These clauses shall override <i>Section F</i> where there is any inconsistency
<b>Section E - Special Clauses</b>	These clauses only apply if shown as being applicable in Section A and shall override Section D and F only where there is any inconsistency
<b>Section F - Institute Clauses</b>	These clauses shall form the basis of your cover.
<b>Section G - Claims</b>	

Additionally it is hereby noted and agreed that all monies referred to in this **Policy** shall be in Canadian Dollars unless shown otherwise in Section A: Schedule.



## SECTION A: SCHEDULE

NAME OF INSURED	Axxess International Customs Brokers 276 St-Jacques West Suite 725 Montreal, QC, Canada H2Y 1N3
PERIOD OF INSURANCE	<b>FROM</b> August 1, 2019 12:01 a.m. local standard time at place of issue to August 1, 2020 12:01 a.m. and for such further periods as may be mutually agreed in writing by Insurer and Insured.  <b>Place of Issue:</b> Montreal, QC
POLICY CURRENCY	CAD
SUBJECT MATTER INSURED	For lawful shipments of: General Merchandise - ICC (C), Household Goods and Personal Effects - ICC (C), Household Goods and Personal Effects - ICC (A), Automobiles - ICC (A), Automobiles - ICC (C), General Merchandise - ICC (A), Dried Cranberries shipped by Fruits D'Or
LIMITS OF INSURANCE	Subject to limits specified below unless otherwise shown in Section E Special Clauses or in the <b>Policy</b> wording. 2,500,000 CAD Any one Aircraft 2,500,000 CAD Any one Vessel 1,000,000 CAD Any one Inland Conveyance 5,000 CAD Any one Parcel Post Shipment 2,500,000 CAD Limit any one location in the ordinary course of transit NIL Limit any one storage location  Where applicable, unless stated otherwise, the above includes coverage for transit via connecting conveyances.
VALUATION	The goods insured under this <b>Policy</b> are declared and valued at: <ul style="list-style-type: none"><li>• Imports/Exports:</li><li>• CIF plus 10% pl us duty and taxes if incurred - overseas shipments</li><li>• Domestic Inland Transit:</li><li>• Incoming Purchases: Invoice cost pl us insurance, freight plus 1 0% Outgoing Shipments: Selling Price</li><li>• Returned Goods – fair market value at time and place of loss or invoice cost whichever is less</li><li>• All other Goods covered hereunder which are not the subject of a purchase or sale invoice – fair market value at time and place of shipment</li></ul> Unless otherwise declared to and agreed by Underwriters prior to known loss, accident or arrival.
INSURING	Institute Cargo Clauses (A) 1.1.82



CONDITIONS	Institute Cargo Clauses (Air) (excluding sendings by post) 1.1.82 Institute War Clauses (Cargo) 1.1. 82 Institute War Clauses (Air Cargo) 1.1.82 Institute Strikes Clauses (Cargo) 1.1.82 Institute Strikes Clauses (Air Cargo) 1.1.82 Institute Classification Clause 1.1.2001 Institute Standard Conditions for Cargo Contracts 1.4.82
ADDITIONAL TERMS AND CONDITIONS	Please see Deductibles and Special Conditions in Section B
RATES AND GEOGRAPHICAL LIMITS	<p><b>Automobiles - ICC (A)</b>  <b>World to World</b>  <b>Air, Seafreight / Ocean</b></p> <p><b>Automobiles - ICC (C)</b>  <b>World to World</b>  <b>Air, Seafreight / Ocean</b></p> <p><b>Dried Cranberries shipped by Fruits D'Or</b>  <b>World to World</b>  <b>Seafreight / Ocean</b></p> <p><b>General Merchandise - ICC (A)</b>  <b>Canada and Contiguous United States to Canada and Contiguous United States</b>  <b>Inland Transit, Post</b>  <b>World to World</b>  <b>Air, Post, Seafreight / Ocean</b></p> <p><b>General Merchandise - ICC (C)</b>  <b>World to World</b>  <b>Air, Post, Seafreight / Ocean</b></p> <p><b>Household Goods and Personal Effects - ICC (A)</b>  <b>World to World</b>  <b>Air</b>  <b>Seafreight / Ocean</b></p> <p><b>Household Goods and Personal Effects - ICC (C)</b>  <b>World to World</b>  <b>Air</b>  <b>Seafreight / Ocean</b></p> <p><b><u>The following territories are excluded</u></b> unless specially declared and accepted by <b>Insurers</b> in writing prior to the commencement of transit: Afghanistan, Angola, Belarus, Congo - Democratic Republic (Kinshasa), Cote d'Ivoire (Ivory Coast), Crimea, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Lebanon, Liberia, Libya, Myanmar, Nigeria, North Korea, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, and Zimbabwe and any other country where their local legislation decrees insurance must be effected locally. All voyages subject to the Geographical Limits/Voyage(s) Clause.</p>
PREMIUM AND REPORTING	<p><b><u>Marine Cargo</u></b></p> <p>Declarations to be submitted Monthly.</p>





## SECTION B: ENDORSEMENTS

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### General Merchandise

Subject to a deductible of \$500 any one accident or occurrence

### HOUSEHOLD AND PERSONAL EFFECTS

Institute Cargo Clauses (A) I.I.82 Subject to Goods being Professionally Packed with Valued Inventory List

#### **Deductibles:**

\$ 200 shipments up to \$ 20,000

\$ 300 shipments \$20,001 to \$ 50,000

\$ 500 shipments \$50,001 to \$100,000

Shipments over \$100,000 -refer to underwriters

Institute Cargo Clauses (C) If not Professionally packed, Nil deductible applies to Institute Cargo Clauses (C)

### AUTOMOBILES

**Subject to ICC (A) and the following Deductible and Conditions (ICC (C) not subject to a Deductible or Exclusions below)**

#### **Deductibles:**

\$ 200 shipments up to \$ 20,000

\$ 300 shipments \$20,001 to \$ 50,000

\$ 500 shipments \$50,001 to \$100,000

Shipments over \$100,000 -refer to underwriters

Excluding chipping, marring, scratching and denting unless pre-shipment Condition Report is attached.

Excluding loss or damage caused by freezing of the water in the radiator and/or cooling systems.

Excluding whilst under own power except for loading and unloading to and from ocean vessels.

For All Automobiles, Values in excess of CAD/USD \$100,000 referred to underwriters



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## SECTION C: PARAMOUNT CLAUSES

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### Definitions

The following expressions shall have the meanings set out below wherever they appear in bold in the **Policy**:

- a) **"Assured" or "Insured"**  
means the individual, partnership, corporation or other entity named in the Schedule, or consignees of the Subject Matter Insured as determined by terms of sale of the goods, but only if they have an insurable interest in the cargo.
- b) **Carriers**  
means the transport company, freight forwarder or any other bailees or third parties who may be responsible for the loss or damage of the Subject Matter Insured
- c) **"Insurer" or "Insurers"**  
means Continental Casualty Company, unless otherwise stated in the Schedule.
- d) **"Policy"**  
means, collectively, Section A: Schedule (including any schedule issued in substitution), Section B: Endorsements, Section C: Paramount Clauses, Section D: CNA Clauses, Section E: Special Clauses if designated as being applicable in the Schedule, Section F: Institute Clauses, Section G: Claims, plus any endorsements added after the original date of issue of the **Policy**.
- e) **"Underwriter" or "Underwriters"**  
means Continental Casualty Company, unless otherwise stated in the Schedule.
- f) **"Approved General Merchandise"**  
shall mean the following when designated as the Subject Matter Insured: Goods which are not particularly susceptible to breakage, theft, leakage or water damage. The following are not regarded as **Approved General Merchandise** and must be referred to **Underwriters** for applicable Terms and Conditions prior to inception of coverage or insurable interest:
  - Antiques, Artwork and Jewellery
  - Arms, Ammunition, Military Equipment and any similar goods which are subject to export controls.
  - Bagged Goods (Non-Containerized)
  - Bonds, Deeds, Manuscripts, Securities and Plans
  - Bulk and Break Bulk Cargoes
  - Bullion
  - Cash and Credit Cards
  - Cement
  - Cigars, Cigarettes, Tobacco and Tobacco Products, Cannabis and Cannabis Products
  - Computer Chips, CPUs and Circuit Boards
  - Furs, Skins and Hides
  - Glassware, Ceramics, Marble and similar fragile Goods
  - Hand Held Computer and/or Communication Devices such as PDAs, Mobile Telephones, Tablets and Computer Games
  - Hazardous, Restricted or Controlled Goods as defined by the International Maritime Dangerous Goods Code.
  - Household Goods and Personal Effects
  - Livestock, Plants and Animals
  - Motorized Vehicles, Watercraft
  - Perfumes
  - Perishable Foodstuffs and other temperature sensitive commodities
  - Precious Metals and Stones
  - Scrap Metals
  - Stamps and Treasury Notes
  - Television, DVD and Hi-Fi Equipment
  - Unprotected or Unpacked Goods



- Used Goods
- Wines, Spirits and Beer

## Assured

The **Assured** named on the Schedule shall be entitled to the benefit of this **Policy** provided the **Assured** has an insurable interest in the cargo at the time of the loss.

In the event that the cargo is sold on terms requiring the Assured to insure the cargo against transit related risks, and a marine insurance certificate is provided to the buyer/consignee of the cargo in connection with the sale, then the benefit of this insurance shall be deemed to have been exclusively assigned to the holder of the marine insurance certificate.

## Period of Attachment

This **Policy** shall cover and attach on all shipments made on or after 12:01 a.m. local standard time at place of issue of this **Policy** and prior to the date of expiry or cancellation of this **Policy**.

## Subject Matter Insured

This **Policy** shall only cover physical loss or damage to goods as set out on the Schedule, and similar goods incidental to the **Assured's** normal business, suitably packed for transit.

## Cancellation

This **Policy** may be cancelled by either **Insurers** or the **Insured** giving thirty days notice in writing to take effect from 12:01 AM local standard time of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty eight hours notice in respect of shipments to or from the United States of America.

Notice shall commence from 12:01 AM local standard time of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

**Insurers** agree to reinstate this coverage prior to the cancellation taking effect subject to agreement between the **Insurers** and the **Insured** as to any new rate of premium and/or conditions and/or warranties. If the cancellation is in relation to specific geographical areas, such areas will be clearly defined by **Insurers** in the notice of cancellation.

## Limits of Insurance

The **Insurers** shall not be liable for more than the amounts as set out in the Schedule.

If the total value of the Subject Matter Insured exceeds the Limit(s) of Insurance provided by this **Policy**, the **Assured** shall nevertheless report the full amount of the Subject Matter Insured to the **Insurers** and shall pay full premium thereon. Acceptance of such reports and premium shall not alter or increase the Limit(s) of **Insurance** of the



**Insurers**, but **Insurers** shall be liable for the full amount of coverage up to, but not exceeding, the applicable Limit(s) of Insurance.

The Limit of Insurance with respect to the coverages provided for General Average and/or Salvage Charges and/or Special Charges shall not be separate from, or in addition to, the Limit of Liability set forth above and shall not be separate from or in addition to any other Limit(s) of Insurance set forth in this **Policy**.

The Limit of Insurance with respect to the coverage provided for sue and labour shall be in addition to the Limits as set out in the Schedule, but shall not exceed fifty (50) percent of the Limit of Insurance specified in the Schedule.

## Terrorism

Termination of Transit Clause (Terrorism) 2009

This Clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith.

- 1 Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the Subject Matter Insured 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 or any person acting from a political ideological or religious motive, such cover is conditional upon the Subject Matter Insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**  
**either**
  - 1.1 as per the transit clauses contained within the contract of insurance,
  - or
  - 1.2 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,
  - 1.3 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
  - 1.4 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
  - 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the Subject Matter Insured from the overseas vessel at the final port of discharge,
  - 1.6 in respect of air transits, on the expiry of 30 days after unloading the Subject Matter Insured from the aircraft at the final place of discharge whichever shall first occur.
- 2 If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1.

## Institute Radioactive Contamination Clause

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03

This Clause shall be paramount and shall override anything contained in this **Policy** inconsistent therewith.

- 1 **In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:**
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes





are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

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

## Cyber Attack Exclusion

**1 This Clause shall be paramount and shall override anything contained in this Policy inconsistent therewith.**

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

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

## Law Applicable

This policy shall be governed and construed in accordance with the *Marine Insurance Act*, S.C. 1993, c. 22 and Canadian Maritime Law. In the event that this policy is not a contract of marine insurance or would not otherwise be subject to the *Marine Insurance Act*, then the law of the province where this policy was issued shall apply.

## Exclusive Jurisdiction

The **Insured** and **Insurer** agree that in the event that Court intervention is necessary, then the Federal Court of Canada shall have exclusive jurisdiction with respect to matters of marine insurance and the Superior Court of the province in which this policy is issued in respect of matters not coming within the marine insurance jurisdiction of the Federal Court of Canada.

## Previous Agreements

If your previous cargo policy was underwritten by CNA on a standard CNA policy wording anywhere in the World for the immediate expiring period, we will guarantee that notwithstanding any omissions in clauses, this **Policy** will be no narrower in coverage than such previous policy, provided the risk remains materially the same, and unless it has been agreed between the **Insurer** and the **Assured** or their broker that the level of coverage or deductible should be altered in any way, after which should there be any conflict between the two wordings, the one which is in your favour shall apply. This Clause does not apply to policies which were not underwritten by CNA immediately prior to the current inception date.

## Inspection of Records

**Insurers** shall have the privilege at any reasonable time either before, or within 1 year after cancellation of this **Policy** to inspect the records of the **Assured** regarding shipments falling within the terms of this **Policy**.



## Subrogation

The **Insurer** shall, on payment of any loss hereunder, be subrogated to the extent of such payment to all rights of recovery by the **Assured** against any person or corporation, or other entity, and the **Assured** shall be deemed to have assigned all such rights of action to the **Insurer** or to any person acting on its behalf. The **Assured** further agrees to render all reasonable assistance in such action. The **Insurer** shall have the right to control and conduct any action brought by or in the name of the **Insured** for recovery of loss, damage or expense arising as a result of an insured peril. The **Insurer** shall have the right to select, retain and instruct counsel and accept or decline offers of settlement in respect of recovery claims. The **Insurer** shall not be liable for any loss, which, without its consent, has been settled or compromised with any other party.



## SECTION D: CNA CLAUSES

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### Accumulation Clause

The Limits of Insurance expressed herein shall not apply in the event of or during transshipment or after the arrival of the overseas vessel or conveyance at the port or place of discharge, provided always that any accumulation of goods during the ordinary course of transit beyond such Limits of Insurance shall not have arisen from circumstances within the control of the **Assured**. Should there be any other accumulation of goods beyond such Limits of Liability by reason of interruption of transit and/or other circumstances beyond the control of the **Assured**, **Insurers** shall, provided notice be given in all such cases as soon as known to the **Assured**, hold covered such excess amount and be liable for the full amount at risk.

In no event shall **Insurers** be liable hereunder for more than double the Limits of Liability expressed herein or \$5,000,000, whichever is the greater.

### Antiques Clause

Where this **Policy** covers antiques or works of art and in the event of this Subject Matter Insured being damaged by risks insured against, this **Policy** covers only the reasonable cost of repairs and in no circumstances shall cover depreciation or loss in value in addition thereto. Furthermore, the burden of proof shall lay with the **Assured** to adequately show to **Insurers** satisfaction that the individual values given in respect of the Subject Matter Insured accurately represent no more than their fair market value at date of loss.

### Brands and Trade Marks

In the case of damage to goods insured bearing embossed or indented brands or other permanent marking identifying the **Assured** as the manufacturer and carrying or implying the guarantee of the **Assured** then such damage shall be treated as a constructive total loss.

This extension in cover shall only apply where it is not possible to remove the embossed or indented brand or permanent marking and the **Assured** is able to demonstrate to **Insurers** that sale of such damaged goods will be detrimental to the **Assured's** good name. Subject to prior agreement by **Insurers** the **Assured** shall dispose of the damaged goods to the best advantage or they shall be destroyed in the presence of both a representative of **Insurers** and the **Assured**.

### Buyer's Interest

In respect of goods purchased by the **Assured** on CIF or similar terms where the Seller is responsible for effecting insurance on conditions no more restrictive than ICC (A), this insurance is to indemnify the **Assured** in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller. This insurance applies only to loss or damage which is or would be recoverable under the conditions of this **Policy** applicable to similar interest bought or sold on terms that the **Assured** is responsible for effecting insurance.

The existence of this insurance must not be disclosed to any third party.

All rights and benefits against the Seller and/or Sellers interest and/or Carriers and/or others are to be subrogated to **Insurers**.

Any assignment of this **Policy** or of any interest or claim hereunder shall discharge **Insurers** from all liability.





## Concealed Damage

This **Policy** terminates in accordance with the Transit Clause forming part of the relevant Institute Clauses herein, but it is hereby understood and agreed that any claim hereunder will not be prejudiced by delay in calling for survey providing such delay does not exceed 60 days after the termination of this insurance, provided always that if the packages arrive on site with outward signs of damage, an immediate application will be made for survey.

This clause is only operative where the claimant is the **Assured** named herein and does not apply to the benefit of any third parties.

## Consolidation / De-Consolidation

The **Policy** shall also cover goods insured whilst on the premises of freight forwarders, export packers, consolidators, truckers, warehousemen or others for the purpose of packing or repacking, consolidation, deconsolidation, containerization, de-containerization or similar for a period not exceeding 30 days.

## Container Demurrage Charges

This **Policy** is extended to cover demurrage and/or late penalties assessed against, and paid by the **Assured** for late return of containers when said containers are retained by the **Assured** upon instruction from **Insurers** or their appointed surveyors for investigation of loss or damage which may be recoverable hereunder. However, **Insurers** shall not be liable for any demurrage charges which may be assessed against the **Assured** for delay caused by strike, lockout, stoppage or restraint of labour. The time period for which **Insurers** shall be liable for said charges shall begin at the time that **Insurers** or their appointed surveyors instruct the **Assured** in writing to retain the containers for inspection and end at the time the appointed surveyor instructs the **Assured** to return the containers.

Subject to a limit of \$50,000 any one loss.

## Conveyances

Unless otherwise agreed, Subject Matter Insured shall be carried by qualified Vessel (as per Institute Classification Clause herein) and/or Airfreight and/or Rail and/or Post and/or Road Vehicles. Including transit by craft and/or lighter to and from the Vessel.

## Cyber Attack Clause

### Extension

Notwithstanding the 'Cyber Attack Exclusion Clause' contained in Section C – Paramount Clauses and subject to the limits, retentions, definitions and exclusions hereinafter contained, this **Policy** is extended to cover the **Assured** for loss of or damage to the Subject Matter Insured arising from the following perils:

- i) fire or explosion,
- ii) theft, pilferage, short and/or non-delivery,
- iii) vessel being stranded, grounded, capsized or sunk,
- iv) collision or contact of vessel or conveyance with any external object other than water,
- v) general average sacrifice,
- vi) general average and salvage charges



which would otherwise be excluded by the Cyber Attack Exclusion Clause.

#### Exclusions

This extension clause shall in no case indemnify the **Assured** for loss or damage arising from:

1. any pecuniary penalties imposed under contract,
2. any claim for loss of future orders unless they are the subject of a confirmed written contract which pre-dates the incident giving rise to the claim.

#### Limits

Coverage under this extension is limited to EITHER:

1. The insured value of the insured shipment,
  - or
  2. \$50,000
- any one loss whichever is less, and \$100,000 limit in the aggregate any one period of insurance.

### Damage – Custom Service

Unless coverage is excluded elsewhere in this **Policy**, this **Policy** shall also specifically cover, while the Subject Matter Insured is in the due course of transit, physical loss and / or physical damage to the Subject Matter Insured arising out of the performance of inspection duties by Customs Service Agents or other duly constituted governmental agencies who are performing inspection duties of or for the Customs Service.

### Damage – Pollution Hazard

This **Policy** is extended to cover, only whilst the Subject Matter Insured is aboard a waterborne conveyance, loss of or damage to the Subject Matter Insured directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the **Policy** if the Subject Matter Insured would have sustained physical loss or damage as a direct result of such accident or occurrence. This Clause shall not increase the Limits of Insurance provided for in the Schedule.

### Debris Removal

This insurance is extended to cover, in addition to any other amount recoverable under this insurance, extra expenses reasonably incurred by the **Assured** for the removal and disposal of debris of the Subject Matter Insured or part thereof, by reason of damage thereto caused by an insured risk, but excluding:

- a) any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or any threat or liability thereof.
- b) the cost of removal of cargo from any vessel or craft.

In no case shall the **Insurers** be liable under this Clause for more than 10% of the proportionate insured value under this **Policy** of the damaged goods removed or \$25,000 whichever shall be the greater.

### Declaration of Emergency: Extension of Termination or Expiry Date

The effective date of termination of this policy by the Insurer or the expiry date of this policy is extended, subject to the conditions and definitions set out below, as follows when an 'emergency' is declared by a Canadian public authority designated by statute for the purposes of issuing such an order.



1. The 'emergency' must have a direct effect or impact on:
  - i) the Insured, the insured site or insured property located in the declared emergency area; or
  - ii) the operations of the Insurer or its agent/broker located in the declared emergency area
2. a. Any time limitation as described in the Termination condition of this policy, with respect to termination of this policy by the Insurer, will not continue to run until the 'emergency' is terminated plus the lesser of:
  - i) 30 days; or
  - ii) The number of days equal to the total time the 'emergency' order was in effect

b. If this policy is due to expire during an 'emergency', it will continue in force until the 'emergency' is terminated plus the lesser of:

  - i) 30 days; or
  - ii) The number of days equal to the total time the 'emergency' order was in effect
3. In no event shall the total term of this extension exceed 120 consecutive days. The insured agrees to pay the pro rata premium earned for the additional time the Insurer remains on risk as a result of the above.

'Emergency' means the first statutory declaration of an emergency:

- a) with respect to a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise; or
- b) as provided for by the relevant governing legislation if different from a).

but does not include any subsequent statutory declaration(s) that may be issued related to the same event.

## Difference In Conditions – Master Policy

(Applies only where the Insurer is arranging a foreign admitted placement)

In consideration of additional premium as agreed, with respect to goods and / or merchandise and / or property purchased by the **Insured** on C.I.F. or similar terms, whereby transit insurance is arranged by the seller and / or others, this **Policy** is extended to cover the difference in terms, conditions and warranties between such other insurance and the terms, conditions and warranties of insurance for which the goods and / or merchandise and / or property would otherwise have been insured hereunder.

All goods and / or merchandise and / or property insured under this Clause shall be valued as per the valuation provisions set forth elsewhere in this **Policy**.

It is noted and agreed that where the **Insured** is obliged by legislation or otherwise to arrange insurance locally, it shall continue to have the full benefit and protection of this insurance for any difference between the insurance and the terms, conditions and warranties in the insurance arranged elsewhere.

It is agreed that nothing in this Clause shall be construed to extend the obligation of this **Insurer** to pay more than the limit (s) of liability set forth elsewhere in this **Policy**.

## Drop Shipments

This **Policy** is extended to cover shipments for physical loss or damage where the **Assured** has an insurable interest and arranges for the shipment but may never take actual title or physical possession of the goods and/or merchandise.





## Duty &/or Taxes

This **Policy** is extended to cover the increased value of the cargo by reason of payment of duty &/or taxes at the port or place of destination but to apply only as such duty and/or taxes are imposed.

Subject to the same clauses and conditions as the insurance on cargo and to pay the same percentage of loss (excluding charges and expenses) as the original insurance but excluding claims in respect of:

- a) Total loss of whole or part of the cargo prior to the duty &/or taxes becoming payable.
- b) General average, salvage &/or salvage charges arising from any casualty occurring prior to the duty &/or taxes becoming payable.

Liability hereunder shall be calculated on the actual amount of duty &/or taxes paid or the amount insured whichever is the lower and in ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty or taxes, which may become allowable.

Warranted that the **Assured** will use reasonable efforts to obtain abatement or refund of duties &/or taxes paid or claimed in respect of goods lost, damaged or destroyed, and when **Insurers** so elect shall surrender any portion of the merchandise to the Customs &/or other Authorities concerned, in which event the claim hereunder shall be for the value of the said merchandise so surrendered and the expenses incidental thereto.

## English Text Clause

The **Insured** declares and agrees with the **Insurers** that this **Policy** has been drawn in the English Language at his request, and to enable these coverages to be underwritten by the Markets offering the requisite facilities, and to permit usage of the necessary clauses in the language of customary issuance and interpretation, thereby to avoid confusion, misinterpretation and/or disparity of coverage, as could otherwise be detrimental to his interests

## Clause de texte anglais

L'**assuré(e)** déclare et convient avec les **assureurs** que le présent document d'assurance a été rédigé dans la langue anglaise à sa demande afin de permettre que ces couvertures soient souscrites par les marchés offrant les facilités requises et afin de permettre l'usage des clauses nécessaires dans la langue de leur publication et interprétation coutumière, évitant ainsi la confusion, l'erreur d'interprétation et/ou la disparité de couverture qui pourraient autrement être préjudiciables à ses intérêts.

## Errors and Omissions

**Insurers** agree that the **Assured** shall not be prejudiced by any unintentional error or omission relating to declarations of shipments under the **Policy**, provided that such error or omission is made known to **Insurers** as soon as it comes to the notice of the **Assured** and any premium deficiency arising as a result is made good by the **Assured**.

## Exclusions - Additional

Excluding scratching, denting, marring and/or chipping and claims for repainting on unpacked unprotected items, or items which are not packed in fully enclosed crates.

Excluding rust, oxidization and discolouration on unpacked, unprotected items, or items which are not packed in fully enclosed crates.

Excluding mechanical and / or electrical and/or electromagnetic derangement unless caused by a peril insured against.



## FOB Shipments

Risk commences in accordance with the Transit Clause forming part of the relevant Institute Clauses herein until delivered on board export power vessel at port of shipment including the risk whilst remaining on quay or wharves and / or in warehouses (other than packers warehouse) or sheds whilst awaiting shipment for a period not exceeding 30 days. Any period in excess of 30 days held covered at a rate to be arranged subject to prompt advice thereof being given to the **Insurers**.

## Fraudulent Bill of Lading

This **Policy** also covers physical loss or damage to the Subject Matter Insured through acceptance by the **Assured** or their Agents of fraudulent bills of lading and/or shipping receipts.

## Fumigation

In the event of loss of or damage to the Subject Matter Insured caused by fumigation, **Insurers** agree to indemnify the **Assured** for such loss or damage, and the **Assured** hereby agrees to subrogate to **Insurers** any recourse they may have against third parties. This Clause does not extend to cover loss or damage caused by customary fumigation applied prior to the inception of risk, nor to fumigation arising from inherent vice of the Subject Matter Insured.

## General Average and Salvage Charges

General Average and/or Salvage Charges and/or Special Charges, if incurred, are payable in accordance with the contract of affreightment or, if there be no contract of affreightment, payable in accordance with either the laws and usages prevailing at the port of destination or at the termination of the voyage or in accordance with Canadian law and usage.

Notwithstanding anything herein to the contrary, these **Insurers** shall pay any claim covered under this section in full irrespective, without application of policy deductible, of any comparison between the insured value and the contributory value.

## Geographical Limits / Voyage(s)

Unless otherwise specified in Section A - Schedule, the following countries and territories are excluded unless specially declared and accepted by **Insurers** in writing prior to the commencement of transit: Afghanistan, Angola, Belarus, Congo - Democratic Republic (Kinshasa), Cote d'Ivoire (Ivory Coast), Crimea, Cuba, Eritrea, Ethiopia, Iran, Iraq, Kyrgyzstan, Lebanon, Liberia, Libya, Myanmar, Nigeria, North Korea, Russia, Rwanda, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Tajikistan, Turkmenistan, Uzbekistan, and Zimbabwe and any other country where their local legislation decrees insurance must be effected locally.

Any voyage to one or more of the aforementioned countries or territories must be specifically approved by the **Insurers** and are subject to the agreement by the **Insurers** prior to the commencement of transit.



This **Policy** shall not apply to any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. No **Insurer** nor reinsurer shall be deemed to provide cover, be liable to pay any damage or provide any benefit hereunder to the extent that the provision of such cover, payment of such damage or provision of such benefit would expose the **Insurers** or reinsurer or any member of the **Insurer's** group to any applicable economic, political or trade sanction, prohibition or restriction. The **Insurer** or reinsurer is obligated to comply with all applicable United Nations, European Union, US (including those imposed by the Office of Foreign Asset Control) and Canadian financial restrictions, measures and sanctions, which shall all form part of this clause.

## Household Goods - Professionally Packed

Subject to Institute Cargo Clauses (A) as per **Policy** but notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including up to 30 days whilst at packers' premises, other storage during the ordinary course of transit, and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port during the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.

Excluding loss or damage caused directly or indirectly by moths, vermin and gradual deterioration.

Excluding loss or damage caused directly or indirectly by electrical or mechanical breakdown or derangement unless caused by a peril insured against.

Excluding loss or damage due to consequential loss or expense of whatsoever description.

Notwithstanding anything to the contrary contained herein this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **Policy**.

### Valuation:

It is warranted that all certificates or declarations must be accompanied by an itemised inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

### Claims:

Physical loss of or physical damage to any one item of the goods and /or merchandise insured under this policy which consists of items in a pair or set shall constitute a total loss of such pair or set. At our option, **Insurers** will take possession of the undamaged portion of such pair or set.

## Household Goods – Owner Packed

Subject to Institute Cargo Clauses (C) as per **Policy** including washing overboard, loss or damage due to earthquake, volcanic eruption, lightning, entry of sea, lake or river water in vessel, craft, hold, conveyance, container, liftvan, or place of storage, total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft, non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. But notwithstanding anything contained therein to the contrary this **Policy** covers the transit from domicile including incidental storage during the ordinary course of transit, and a period of not exceeding 60 days after arrival of the carrying vessel or conveyance at the overseas port in the ordinary course of transit or until delivery to final domicile whichever first occurs. However when the goods have been placed directly into standard shipping containers without other packing then cover will cease upon discharge from the container.

Notwithstanding anything to the contrary contained herein, this insurance covers War and Strikes risks in accordance with the relevant Institute War Clauses (Cargo) and Institute Strikes Clauses (Cargo) which are deemed to be attached to and form part of this **Policy**.





#### Valuation:

It is warranted that all certificates or declarations must be accompanied by an itemised inventory showing the value of each item. In the case of the sum insured hereunder in respect of any article or articles being less than the present day market value at destination then, in the event of loss or damage the amount recoverable by the **Assured**, inclusive of reconditioning charges and replacement costs shall be in every case only such proportion as the sum insured bears to the market value at destination.

#### Claims:

Physical loss of or physical damage to any one item of the goods and / or merchandise insured under this **Policy** which consists of items in a pair or set shall constitute a total loss of such pair or set. At our option, **Insurers** will take possession of the undamaged portion of such pair or set.

## ISM Code and Forwarding Charges

In no case shall this insurance cover loss, damage or expense where the Subject Matter Insured is carried by a vessel that is not ISM Code certified or whose owner or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the Subject Matter Insured on board the vessel, the **Assured** were aware, or in the ordinary course of business should have been aware:

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

as required under the SOLAS Convention 1974 as amended. This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the Subject Matter Insured in good faith under a binding contract.

This insurance is however extended to reimburse the **Assured**, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Subject Matter Insured to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either:

- a) to such vessel not being certified in accordance with the ISM code
- or
- b) to a current Document of Compliance not being held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This Clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the **Policy** and in respect of such unloading, storing and forwarding charges is subject to a limit of 20% of the Sum Insured for the voyage in question, or \$100,000, whichever is the lesser amount.

## Labels and Cartons Damage

In case of damage from perils insured against affecting labels and / or cartons only, loss to be limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and/or cartons and relabelling and/or repacking of goods.

## Letters of Credit

It is agreed that certificates and / or policies may be issued hereunder to enable the **Assured** to comply with the insurance requirements of any Letter of Credit and / or Sales Contract, provided that any extension to this **Policy** wording shall be held covered at terms and conditions to be agreed prior to entering into such contract.



It is also agreed that regardless of the conditions on which any certificates and / or policies may be issued pursuant to the foregoing, the **Assured** named herein shall continue to enjoy the full protection of this **Policy**.

## Loading and Unloading

Including loss or damage to the goods, as per Institute Cargo Clauses (A) during loading onto carrying conveyance immediately prior to dispatch and unloading from carrying conveyance immediately after arrival at the **Assured's** or Consignee's premises and in the case of containers, during the stuffing immediately prior to dispatch and destuffing thereof immediately after arrival at the **Assured's** or Consignee's premises.

## Motor Vehicle Conditions - With Survey Report

Subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.

Warranted that the **Assured** shall arrange for a pre-shipment survey report.

Loss or damage caused by rust, oxidization, and discolouration, unless caused by direct contact with sea water, is excluded.

Excluding loss or damage to spare parts, tool kits, dashboard mounted satellite navigation systems, CD and other in-car entertainment systems and similar items and accessories unless such items are lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should any claim arise for loss and/or damage to any part of the insured vehicle, the **Insurers** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.

## Motor Vehicle Conditions – Without Survey Report

Subject to Institute Cargo Clauses (A) so far as applicable but cover to attach only from time of leaving quay at port of shipment until on quay at port of discharge, unless the vehicle is conveyed in a container when cover to attach from time of loading into the container until unloaded from container.

Excluding bruising, scratching, chipping, denting and claims for repainting unless caused by the vessel and/or craft being stranded, sunk, burnt, on fire or in collision.

Loss or damage caused by rust, oxidization and discolouration, unless caused by direct contact with sea water, is excluded.

Excluding loss or damage to spare parts, tool kits, dashboard mounted satellite navigation systems, CD and other in-car entertainment systems and similar items and accessories unless such items are lost with the complete vehicle.

Excluding loss and/or damage arising from freezing of water in the radiator and/or cooling system.

No cover whilst on tow or under own power, except whilst being towed or driven on or off the vessel, or into or from the container.

Should any claim arise for loss and/or damage to any part of the insured vehicle, **Insurers** to be liable for the cost of repairing or replacing the parts lost and/or damaged plus cost of re-forwarding to destination if necessary.



## No Survey Clause

No survey required on claims unlikely to exceed CDN \$ 1,500.00 or equivalent in any other currency.

## Non-Contribution

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by, or would, but for the existence of this **Policy**, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

## On Deck Shipments

Consignments shipped on deck of the carrying Vessel, with the knowledge and consent of the **Assured** and for which an On Deck Bill of Lading is issued, are subject to Institute Cargo Clauses (C). However where consignments are shipped in fully enclosed standard containers, cover is subject to the provisions applying to under deck shipments by water, even though such containers may be stowed on deck.

## Presentation Packing

**Insurers** agree to pay the reasonable costs of repair or replacing of any presentation packing of goods lost or damaged provided that the presentation packing has been protected to withstand the normal rigours of the transit.

## Process

**Insurers** shall not be liable for any loss, damage or expense to the Subject Matter Insured which may be sustained whilst the Subject Matter Insured is in use and/or whilst being worked upon.

## Replacement by Air

It is agreed that where there is loss or damage which is the subject of a claim hereunder and the **Assured** can demonstrate the necessity to forward the replacements of the lost or damaged items by air in order to prevent interruption to their business, **Insurers** will pay the extra costs so involved up to a maximum amount of twice the original sea freight charges notwithstanding that the original consignment was not dispatched by air.

## Institute Replacement Clause

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the **Policy** the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of **Insurers** exceed the insured value of the complete machine.





## Returned Goods

Goods refused or returned by the Consignees or **Assured** are held covered in accordance with the terms and conditions of this **Policy** subject to the following:

- a) that the goods are insured under this **Policy** for the outward journey;
- b) that cover has been continuous;
- c) that the goods have not been unpacked and are to be returned in their original packing.

In all other cases the goods are held covered subject to the Institute Cargo Clauses (C), including washing overboard, loss or damage due to earthquake, volcanic eruption, lightning, entry of sea, lake or river water in vessel, craft, hold, conveyance, container, liftvan, or place of storage, total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft, non-delivery and/or theft of a complete shipping package, malicious damage and war and strikes risks clauses. If however, an independent survey is held prior to attachment of cover hereunder and this shows that the goods have been examined, found to be in good order and re-packed, in adequate export packing, cover in accordance with the terms and conditions of this **Policy** will attach.

## Seller's Interest /Contingency

- a) This **Policy** is extended to cover goods sold on CFR, Ex-Works, FOB or similar terms, which remain or become the property of and/or at the risk of the **Assured** named herein due to:
  - i) the Buyer refusing to accept the goods and/or take up the documents of title;
  - ii) the **Assured** exercising a lien when this is reasonable to safeguard the **Assured's** interests.

In the event of any of the above contingencies arising, the cover granted hereunder shall attach retrospectively to the commencement of transit and be in accordance with the **Policy** terms and conditions, as within, as if the goods had been sold on CIF terms.

In the event of any delay or deviation caused by the failure of the Buyer to take up the goods or documents the goods will be held covered at an additional premium to be agreed. If the goods are to be returned, the Returned Goods Clause herein will apply.

This insurance shall in no case cover the additional cost or expense of returning or on-shipping goods incurred as a result of any of the above contingencies arising.

- b) It is a condition of this insurance that the **Assured** shall at all times exercise reasonable care to prevent or minimise loss and/or damage and to enforce the contract of sale.
- c) The **Assured** must notify **Insurers** immediately of the occurrence of any of the contingencies in Clause a) above and provide evidence of the terms and conditions of the Contract of Sale to substantiate any claim made hereunder.
- d) Upon settlement of any claims hereunder **Insurers** will be subrogated to all the **Assured's** rights of recovery against any Third Party including the Buyer.
- e) Any assignment of this insurance or any interest or claims hereunder shall discharge **Insurers** from all liability whatsoever.
- f) Disclosure of the existence of this insurance to any Third Party including the Buyer and/or their insurers shall render it null and void.
- g) This insurance to be for the benefit of the **Assured** hereunder only and not to be treated as double insurance.
- h) It is a condition of this insurance that until completion of the contract the **Assured** is bound to declare hereunder each and every CFR, Ex-Works, FOB or similar terms sending without exception whether arrived or not, **Insurers** being bound to accept same up to but not exceeding the amount specified herein.



## Unattended Vehicles - Security

Coverage is extended to Subject Matter Insured carried in vehicles owned or operated by the **Assured**. The **Insurers** shall not be liable for any loss or destruction of or damage to the Subject Matter Insured arising from theft or any attempt thereat whilst on or contained in any vehicle when left unattended:

- a) at any time prior to or after completion of the driver's working day or during non-working days unless vehicles shall be garaged at the time in a fully enclosed building of substantial construction or within a fully enclosed compound, both of which is locked or under constant surveillance  
or
- b) at any other time when not garaged, unless all points of access to the vehicle shall be locked and securely closed and all security devices as may be specified in the **Policy** shall have been put into effect.

All locks and security devices shall be properly and adequately maintained.

The **Assured** shall, at all times, exercise reasonable care in the selection and employment of drivers and other employees and shall obtain written references and confirmation of such references directly from the previous employers.

Nevertheless the **Assured's** right to recover any loss arising from theft shall not be prejudiced by failure of the **Assured** to comply with Condition b) solely through the mechanical breakdown of locks or security devices as a result of damage by fire or an accident to the vehicle provided always that such locks and devices were in efficient working order at the commencement of the journey during which theft occurred and provided also that all reasonable precautions were taken by the **Assured** to protect the Subject Matter Insured following the breakdown or damage.

In the event of the **Assured** being unable to comply with Condition a) above and consequent upon the **Assured** and/or Employee and/or Servant taking reasonable precautions to minimise the risks of theft or attempt thereat the **Policy** is extended to provide cover overnight subject to **Insurers** being liable for 80% of any claim (after application of any **Policy** deductible) for which **Insurers** would have been liable but for Condition a) above provided always that the **Assured** shall bear the remainder of any such claim such balance to remain uninsured.

## Unexplained Loss

In respect of goods shipped in full container loads, claims for theft, shortage and non-delivery of a whole package will not be invalidated by the fact that the seals are intact. The **Assured** agrees where applicable to co-operate with **Insurers** to bring commercial pressure on Suppliers in pursuing claims for short shipments. **Insurers** to be subrogated to **Assured's** rights against carriers and/or other bailees. Disclosure of the existence of this insurance to any Third Party and/or their insurers shall render it null and void.

## Warehouse to Warehouse Extension

This **Policy** is extended to cover goods purchased by the **Assured** on FOB, CFR or similar terms.

Risk commences in accordance with the Transit Clause forming part of the relevant Institute Clauses herein as if the Contract of Sale was "ex Suppliers' premises" notwithstanding that the goods and/or interest may have been purchased on FOB, CFR or similar terms.

**Assured** to pursue Suppliers and/or other parties where evidence exists to show that loss occurred prior to the **Assured's** insurable interest in the Subject Matter Insured. In the event that the **Assured** is unable to recover from Suppliers and/or other parties then this **Policy** to pay subject to the terms and conditions herein.

**Insurers** are to be subrogated to the **Assured's** rights of recourse against the Suppliers or other parties.



## Warehousing, Forwarding Charges

Notwithstanding any average warranty contained herein, **Insurers** agree to pay any landing, warehousing, forwarding or other related expenses and/or special charges should same be incurred as a result of:

1. A peril insured against by the **Policy**, or
2. Insolvency or financial default of the owners, charterers, manager or operators of the vessel, or
3. Acts of God including fire, flood, earthquake, storm, hurricane or other natural disaster.

As soon as you become aware of a loss which might give rise to a claim under this clause, immediate notice – of not longer than 5 business days - of such loss or damage must be given to your local CNA Canada claims office using one of the following methods:

**a. By email to:**

Ontario: [Claim.toronto.marine@cna.com](mailto:Claim.toronto.marine@cna.com)

Quebec and Atlantic Canada: [Claim.montreal.marine@cna.com](mailto:Claim.montreal.marine@cna.com)

Western Region (including BC, Alberta, Saskatchewan and Manitoba): [Claim.vancouver.marine@cna.com](mailto:Claim.vancouver.marine@cna.com)

**b. By telephone at 1-800-668-6100 (24-hour help line)**

Failure to report loss or damage promptly may prejudice your coverage under this clause.

It is agreed that nothing in this Clause shall be construed to extend the obligation of this **Insurer** to pay more than the limit(s) of liability set forth elsewhere in this **Policy**.





## **SECTION E: SPECIAL CLAUSES**

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The following Clauses are only applicable and part of this Policy if they have been designated as applicable in Section A: Schedule.

No Special Clauses apply.

## SECTION F: INSTITUTE CLAUSES

### Institute Classification Clause 1.1.2001

#### 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 by mechanically self-propelled vessels of steel construction classed with a Classification Society which is:
- 1.1 a Member or Associate Member of the International Association of Classification Societies (IACS)\*, or
  - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on 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 dependent upon compliance with that obligation.***

#### LAW AND PRACTICE

- 6 This insurance is subject to English law and practice.

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

### Institute Cargo Clauses (C) 1.1.09

#### RISKS COVERED

- 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,
  - 1.2 loss of or damage to the subject-matter insured caused by
    - 1.2.1 general average sacrifice
    - 1.2.2 jettison.
- Risks Clause*
- 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.
- General Average Clause*
- 3 This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame
- "Both to Blame Collision" Clause*



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 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

- 8 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,
  - 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 transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

*Transit Clause*

- 9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other

*Termination of Contract of Carriage Clause*



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 Clause*

- 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 Clause*

- 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 Clause*

- 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 Clause*

- 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 Clause*

- 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 Clause*

- 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 Clause*

- 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 English 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.

## Institute Standard Conditions for Cargo Contracts 1.4.82

- a) This **Policy** is to insure the **Subject Matter Insured** specified for the transits and on the conditions named shipped by or for account of the **Assured** named in this **Policy** or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to inception of this **Policy** or to insurable interest being acquired. This **Policy** does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the **Assured** or Assignee.
- b) It is a condition of this **Policy** that the **Assured** is bound to declare hereunder every consignment without exception, **Insurers** being bound to accept up to but not exceeding the amount specified in Clause c) below.
- c) This **Policy** is for an open amount but the amount declarable may not exceed the sum AS PER SCHEDULE in respect of any one Vessel, Aircraft or Conveyance.
- d) Notwithstanding anything to the contrary contained in this **Policy**, **Insurers'** liability in respect of any one accident or series of accidents arising from the same event in any one location shall not exceed the sum of AS PER SCHEDULE.
- e) In the event of loss, accident or arrival before declaration of value it is agreed that the basis of valuation shall be AS PER SCHEDULE.
- f) This **Policy** is subject to the Institute Classification Clause herein.
- g) Should the risks of war, strikes riots and civil commotions be included in the cover granted by this **Policy**, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
- h) The Institute Clauses referred to herein are those current at the inception of this **Policy** but should such clauses be revised during the period of this **Policy**, and provided that **Insurers** shall have given at least 30 days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.
- i) This **policy** may be cancelled by either **Insurers** or the **Assured** giving thirty days notice in writing to take effect from midnight of the day notice of cancellation is issued but risks covered by Institute War Clauses may be cancelled at seven days notice and risks covered by the Institute Strikes Clauses may be cancelled at seven days notice, or at forty-eight hours notice in respect of shipments to or from the United States of America. Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with the cover granted hereunder before the cancellation becomes effective.

NOTE:- The **Assured** is required to give the earliest provisional notice of intended shipments advising in each case the name of the vessel and approximate value of the shipment.

## Institute Cargo Clauses (A) 1.1.82

### RISKS COVERED

- |   |                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 1 | This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.                                                                                                                                                                                                                                                                                          | Risks Clause                     |
| 2 | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.                                                                                                | General Average Clause           |
| 3 | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters, who shall have the right, at their own cost and expense, to defend the Assured against such claim. | "Both to Blame Collision" Clause |

### EXCLUSIONS

- |     |                                                                                                                                                                                                                                                                                                                                                         |                           |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 4   | In no case shall this insurance cover                                                                                                                                                                                                                                                                                                                   | General Exclusions Clause |
| 4.1 | loss damage or expense attributable to wilful misconduct of the Assured                                                                                                                                                                                                                                                                                 |                           |
| 4.2 | ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured                                                                                                                                                                                                                                            |                           |
| 4.3 | loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) |                           |
| 4.4 | loss damage or expense caused by inherent vice or nature of the subject-matter insured                                                                                                                                                                                                                                                                  |                           |
| 4.5 | loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)                                                                                                                                                                                            |                           |
| 4.6 | loss damage or expense arising from insolvency or financial default of the owners managers charterers                                                                                                                                                                                                                                                   |                           |



	or operators of the vessel	
4.7	loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
5	5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
	5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	
6	In no case shall this insurance cover loss damage or expense caused by	War Exclusion Clause
	6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	
	6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat	
	6.3 derelict mines torpedoes bombs or other derelict weapons of war.	
7	In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
	7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	
	7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
	7.3 caused by any terrorist or any person acting from a political motive.	
DURATION		
8	8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	8.1.2.1 for storage other than in the ordinary course of transit or	
	8.1.2.2 for allocation or distribution,	
	or	
	8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,	
	whichever shall first occur.	
	8.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
	8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
9	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods, as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
	9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, Or	
	9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.	
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .	Change of Voyage Clause
CLAIMS		
11	11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this Insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
12	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.	Forwarding Charges Clause
	This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence	





insolvency or financial default of the Assured or their servants.	
13 No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
14 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
14.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE	
15 This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES	
16 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, And 16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
17 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY	
18 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE	
19 This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act</i> S.C. 1993, c. 22.	English Law and Practice Clause
<b>NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</b>	

## Institute Cargo Clauses (Air) (excluding sendings by post) 1.1.82

### RISKS COVERED

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

2 In no case shall this insurance cover	General Exclusions Clause
2.1 loss damage or expense attributable to wilful misconduct of the Assured	
2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	
2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)	
2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured	
2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein	
2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against	
2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft	
2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.	
3 In no case shall this insurance cover loss damage or expense caused by	War Exclusion

3.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	Clause
3.2	capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat	
3.3	derelict mines torpedoes bombs or other derelict weapons of war.	
4	In no case shall this insurance cover loss damage or expense	Strikes Exclusion Clause
4.1	caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	
4.2	resulting from strikes, lock-outs, labour disturbances, riots or civil commotions	
4.3	caused by any terrorist or any person acting from a political motive	
DURATION		
5	5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
5.1.1	on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,	
5.1.2	on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
5.1.2.1	for storage other than in the ordinary course of transit or	
5.1.2.2	for allocation or distribution	
	Or	
5.1.3	on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,	
	Whichever shall first occur.	
5.2	If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
5.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.	
6	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
6.1	until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,	
	Or	
6.2	if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.	
7	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Transit Clause
CLAIMS		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss	Insurable Interest Clause
8.2	Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.	Forwarding Charges Clause
10	No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
11	11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts	Increased Value Clause





insured under all other insurances.

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

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

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

#### BENEFIT OF INSURANCE

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

Not to Inure Clause

#### MINIMISING LOSSES

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

Duty of Assured Clause

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

13.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

14 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

#### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

#### LAW AND PRACTICE

16 This insurance is subject to English law as modified by Canadian Law and the *Marine Insurance Act* S.C. 1993, c. 22.

English Law and Practice Clause

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

## Institute War Clauses (Cargo) 1.1.82

#### RISKS COVERED

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

Risks Clause

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.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

General Average Clause

#### EXCLUSIONS

3 In no case shall this insurance cover

General Exclusions Clause

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

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

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

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

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

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

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

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

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

Unseaworthiness and Unfitness Exclusion Clause

unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured, is loaded therein.





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

#### DURATION

5 5.1 This insurance

Transit Clause

- 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas vessel and
- 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, Whichever shall first occur; nevertheless, *subject to prompt notice to the Underwriters and to an additional premium*, such insurance
- 5.1.3 reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as 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 overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 where the on-carriage is by overseas vessel this insurance continues subject to the terms of these clauses, or
- 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches
- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4.
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Underwriters.
- 5.5 *Subject to prompt notice to Underwriters, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

"arrival" shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

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

Change of Voyage Clause

- 7 Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of



such inconsistency, be null and void.

#### CLAIMS

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

#### BENEFIT OF INSURANCE

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

#### MINIMISING LOSSES

- |    |                                                                                                                                                                                                                                                      |                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 11 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder                                                                                                                                                 | Duty of Assured Clause |
|    | 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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.                                                                       |                        |
| 12 | Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party. | Waiver Clause          |

#### AVOIDANCE OF DELAY

- |    |                                                                                                                                    |                            |
|----|------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 13 | It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. | Reasonable Despatch Clause |
|----|------------------------------------------------------------------------------------------------------------------------------------|----------------------------|

#### LAW AND PRACTICE

- |    |                                                                                                                            |                                 |
|----|----------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 14 | This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C.</i> 1993, c. 22. | English Law and Practice Clause |
|----|----------------------------------------------------------------------------------------------------------------------------|---------------------------------|

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

## Institute War Clauses (Air Cargo) 1.1.82

(excluding sendings by Post)

#### RISKS COVERED

- |   |                                                                                                                                                     |              |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 1 | This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by                              | Risks Clause |
|   | 1.1 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.                                                                                |              |

#### EXCLUSIONS

- |   |                                                                                                                                                                                                                                                                                                                                                             |                          |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 2 | In no case shall this insurance cover                                                                                                                                                                                                                                                                                                                       | General Exclusion Clause |
|   | 2.1 loss damage or expense attributable to wilful misconduct of the Assured                                                                                                                                                                                                                                                                                 |                          |
|   | 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured                                                                                                                                                                                                                                            |                          |
|   | 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) |                          |
|   | 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured                                                                                                                                                                                                                                                                  |                          |





- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### DURATION

##### 3 3.1 This insurance

Transit Clause

- 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from 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 Underwriters and to an additional premium*, such insurance
- 3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
- 3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

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

- 3.2.1 where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
- 3.2.2 where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- 3.3 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches
- 3.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 3.3.2 in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.

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

(For the purpose of Clause 3

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

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

Change of Transit Clause

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

#### CLAIMS

- 6 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-

Insurable Interest





	matter insured at the time of the loss.	Clause
	6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
7	7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	7.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
	<b>BENEFIT OF INSURANCE</b>	
8	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
	<b>MINIMISING LOSSES</b>	
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised	
	and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
10.	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
	<b>AVOIDANCE OF DELAY</b>	
11.	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	<b>LAW AND PRACTICE</b>	
12.	This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act</i> S.C. 1993, c. 22.	English Law and Practice Clause

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

## Institute Strikes Clauses (Cargo) 1.1.82

### RISKS COVERED

- 1 This insurance covers, except as provided in 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 terrorist or any person acting from a political motive.

- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

### 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 (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil

	commotion	
	3.8 any claim based upon loss of or frustration of the voyage or adventure	
	3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter	
	3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.	
4	4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.	Unseaworthiness and Unfitness Exclusion Clause
	4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.	
DURATION		
5	5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either	Transit Clause
	5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,	
	5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either	
	5.1.2.1 for storage other than in the ordinary course of transit or	
	5.1.2.2 for allocation or distribution,	
	or	
	5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,	
	whichever shall first occur.	
	5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
	5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	
6	6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i> , either	Termination of Contract of Carriage Clause
	6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,	
	or	
	6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.	
7	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters</i> .	Change of Voyage Clause
CLAIMS		
8	8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	





#### BENEFIT OF INSURANCE

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

Not to Inure Clause

#### MINIMISING LOSSES

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

Duty of Assured Clause

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 Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Waiver Clause

#### AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

#### LAW AND PRACTICE

14 This insurance is subject to English law as modified by Canadian Law and the *Marine Insurance Act* S.C. 1993, c. 22.

English Law and Practice Clause

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

## Institute Strikes Clauses (Air Cargo) 1.1.82

#### RISKS COVERED

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

Risks Clause

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

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

#### EXCLUSIONS

2 In no case shall this insurance cover

General Exclusions Clause

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

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

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

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

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

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

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

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

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

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

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

#### DURATION

3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

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

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

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

3.1.2.2 for allocation or distribution

or



3.1.3	On the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.	
3.2	If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.	
3.3	This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.	
4	If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</i>	Termination of Contract of Carriage Clause
4.1	until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or	
4.2	if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.	
5	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Transit Clause
CLAIMS		
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.	Insurable Interest Clause
	6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
7	7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	7.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE		
8	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
MINIMISING LOSSES		
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause
	9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised	
	and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.	
10	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
AVOIDANCE OF DELAY		
11	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
LAW AND PRACTICE		
12	This insurance is subject to English law as modified by Canadian Law and the <i>Marine Insurance Act S.C.</i> 1993, c. 22.	English Law and Practice Clause
<i>NOTE:—It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</i>		