



Britam Insurance Company (Rwanda) Ltd  
KIC building (former UTC), 5<sup>th</sup> Floor  
P.O. Box 913, Kigali, Rwanda  
Mobile MTN: +250 788 198 000  
Email: [rwanda@britam.com](mailto:rwanda@britam.com)  
Website: [www.britam.com](http://www.britam.com)

## **MARINE CARGO INSURANCE CONTRACT**





## **Welcome to your Marine Cargo Insurance Policy**

Dear Our Esteemed Client,

I would like on my own behalf and that of the entire company to take this opportunity to thank you for choosing us as your insurer.

At BRITAM, we are committed to giving to our policyholder's quality service and carefully designed insurance products, such as the one you have purchased. This is your policy document and it's the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Thank you for your business support and feel free to contact us in case of any future insurance needs or questions.

Yours faithfully,

**Chief Executive Office  
BRITAM INSURANCE CO. (RWANDA) LTD.**

## **MARINE CARGO INSURANCE POLICY**

In consideration of the payment of or agreement to pay the premium specified in the Schedule to BRITAM Insurance Company Limited (hereinafter referred to as the Company) by or on behalf of the Assured mentioned in the Schedule, the Company hereby agrees to insure against loss damage liability or expense in the manner hereinafter provided. In witness where of the Company has caused the Schedule of this Policy to be signed on its behalf by its authorized official. The insurance is subject to the Laws of the Republic of RWANDA.

This document may require to be stamped within a given period in order to conform with the Laws of the country destination. Holders are therefore advised to ascertain the amount of stamp duty that may be required.

### **LABELS CLAUSE**

In case of damage from Perils Insured against affecting Labels only, loss is limited to an amount sufficient to pay the cost of reconditioning, cost of new labels and relabelling the goods, provided the damage will have amounted to a claim recoverable under the terms of the policy.

## **INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from.
  - 1.1 Ionising radiation 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 of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

CL 356 Sold by Witherby & Co. Ltd., London

## **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 lose, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machines. Cl. 161

## **INSTITUTE CLASSIFICATION CLAUSE**

THE MARINE TRANSIT RATES AGREED FOR THIS INSURANCE APPLY ONLY TO CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS OF STEEL CONSTRUCTION, CLASSED AS BELOW BY ONE OF THE FOLLOWING CLASSIFICATION SOCIETIES

Lloyd's Register : 100A1 or B.S.  
American Bureau Of Shipping :  
Bureau Veritas : 1 3/3  
Germanischer Lloyd :  
Korean Register of Shipping :  
Nippon Kaiji Kyokai :  
Norske Veritas : Registro Italiano  
Register of Shipping of the U.S.S.R :  
Polish Register of Shipping Of the U.S.S.R. :  
Polish Register of Shipping :

## **PROVIDED SUCH VESSELS ARE**

- a)
  - i) not bulk and /or combination carriers over 10 years of age.
  - ii) not mineral oil tankers exceeding 50,000 GRT which are over 10 years of age.
- b)
  - i) not over 15 years of age, OR
  - ii) over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.

CHARTERED VESSELS AND ALSO VESSELS UNDER 1000 G.R.T. WHICH ARE MECHANICALLY SELF-PROPELLED AND OF STEEL CONSTRUCTION MUST BE CLASSED AS ABOVE AND NOT OVER THE AGE LIMITATIONS SPECIFIED ABOVE.

THE REQUIREMENTS OF THE INSTITUTE CLASSIFICATION CLAUSE DO NOT APPLY TO ANY CRAFT, RAFT OR LIGHTER, USED TO LOAD OR UNLOAD THE VESSEL, WHILST THEY ARE WITHIN THE PORT AREA. CARGOES AND/OR INTERESTS CARRIED BY MECHANICALLY SELF-PROPELLED VESSELS NOT FALLING WITHIN THE SCOPE OF THE ABOVE ARE HELD COVERED SUBJECT TO A PREMIUM AND ON CONDITIONS TO BE AGREED.

CL. 354 Sold by Witherby & Co. Ltd., London.

## **CARGO IS ENDORSEMENT**

Applicable to shipment on board Ro Ro passenger ferried Applicable with effect from 1 July 1998 to shipments on board.

- 1) passenger vessels transporting more than 12 passengers and
- 2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more. Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 5000 gt or more.

In case shall this insurance cover loss, damage or expense where the subject matter is insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an Ism Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, 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 bidding contract.

## **Y2K (MAR. C) ENDORSEMENT FOR MARINE CARGO POLICIES REGARDING COMPUTER RELATED CLAIMS**

For the purpose of this Memorandum the expression Computer Equipment shall mean any computer or other equipment or system for processing storing or retrieving data and shall include but shall not be limited to any computer hardware firmware or software, media, microchip, integrated circuit or similar device.

This policy does not cover loss damage expense or liability of whatever nature directly or indirectly caused by contributed to by or arising from the failure or inability of any Computer Equipment, whether the property of the Assured or not, and whether occurring before, during or after the year 2000.

- i) correctly to recognize any date as its rule calendar date
- ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Command Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

## **INSTITUTE CARGO CLAUSES (A)**

### **RISKS COVERED**

#### Risks Clause

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

#### General Average 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.

#### “Both to blame Collision” 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.

## **EXCLUSIONS**

#### General Exclusion Clause

4. In no case shall this insurance cover
- 4.1 loss damage or expenses attributable to willful misconduct of the Assured
  - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of 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 on a container or lift van but 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 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 expenses 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.

#### **Unseaworthiness and Unfitness Exclusion Clause**

- 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft. Unfitness of vessel craft conveyance container or lift van for the safe carriage of the subject matter insured where the assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.
- 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

## War Exclusion Clause

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 restraints or detainment (piracy excepted), and the consequences thereof or any attempt thereat.
  - 6.3 Derelict mines torpedoes bombs or other derelict weapons of war

## Strikes Exclusion Clause

- 7 In case shall this insurance cover loss damage or expense
  - 7.1 caused by strikers, locked-out workmen, or person 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

### Transit Clause

- 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either.
  - 8.1.1 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein
  - 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 8.1.2.1 for storage other than in the ordinary course of transit or for allocation or distribution, or
    - 8.1.2.2 on the expiry of 60 days after completion of discharge over side of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge over side from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above shall not extend beyond the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to ship owners or charters under the contract of affreightment.

## Termination of Contract of Carriage 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 than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either.
  - 9.1 until the goods 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.



## **Change of Voyage Clause**

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

## **CLAIMS**

### **Insurable Interest Clause**

- 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter insured at the time of the loss.
- 11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by 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.

### **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 is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject matter to the destination to which it is insured hereunder.
- This clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall include charges arising from the fault negligence, insolvency or financial default of the Assured or their servants.

### **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 total loss appearing to be unavoidable or because the cost of reconditioning and forwarding the subject matter to the destination to which it is insured would exceed its value on arrival.

### **Increased Value Clause**

- 14.1 If any increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 14.2 Where this insurance is on Increased Value the following clause shall apply
- The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurance covers 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 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**

### **Not to Insure Clause**

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

## **MINIMUM LOSSES**

### **Duty of Insure Clause**

13. It is the duty of the Assured and their servants and agents in respect of loss recovered hereunder
- 13.1 To take such measures as may be reasonable for the purpose of averting or minimizing such loss, and

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

### **Waiver Clause**

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.

## **AVOIDING OF DELAY**

### Reasonable Despatch Clause

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

## **LAW AND PRACTICE**

### English law and Practice Clause

16. This insurance is subject to English law and practice.  
NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.  
CL. 252. Sold by Witherby & Co, Ltd. London.

## **RISK COVERED**

### **Risks Clause**

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 war civil, war revolution, rebellion or detainment, arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 Capture seizure arrest restraint or detainment, arising from risk covered under 1.1 above, and the consequences thereof or any attempt thereat.
  - 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.

### **General Average Clause**

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

## **EXCLUSION**

### **General Exclusions Clause**

3. In no clause shall this insurance cover
- 3.1 Loss or damage or expenses attributable to willful 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 included stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) .
  - 3.4 Loss damage or expense caused by inherent vice or nature of the subject matter insured
  - 3.5 Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 Loss damage or expense arising from insolvency or financial default of the owners managers charterers 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.

## **Unseaworthiness and Unfitness Exclusion Clause**

4. In no case shall insurance cover loss damage or expense arising from Unseaworthiness of vessel or craft, Unfitness of vessel craft, conveyance container or lift van 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.
- 4.1 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship or carry the subject matter insured to destination, unless the Assured of their servants are privy to such unseaworthiness or unfitness.

## **DURATION**

### **Transit Clause**

- 5.1 This insurance
- 5.1.1 attaches only as the subject matter insured and as to any part as that is loaded on an over sea and
- 5.1.2 terminates subject 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from the oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur, nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance
- 5.1.3 reattaches when , without having discharged the subject matter insured at the final port or place of discharge, the vessel sails therefrom, and
- 5.1.4 terminates subject to 5.2 and 5.3 below either as the subject matter insured and as to any part as 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 subject matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continue 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 as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject matter insured and as to any part as that part is at such port or place. If the goods are on carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1 Where the on-carriage is by oversea 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 sending by Post) shall be deemed to form part of this insurance and shall apply to the on carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port or 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 subject matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

- 5.3.2 in the case of the subject matter not having been discharge, 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 oversea vessel but is no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to ship-owners or charterers under contract of affreightment. (for the purpose of clause 5 "arrives" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by the vessel).

### **Change of voyage Clause**

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

7. Anything contained in this contract which inconsistent with clauses 3,7,8 or 5 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### **Insurable Interest Clause**

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

### **Increased Value Clause**

9. 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance 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 insurances.
- 9.2 Where this insurance is on Increased Value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under the insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## **BENEFITS OF INSURANCE**

### **Not to Insure Clause**

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

## MINIMISING LOSSES

### Duty of Assured Clause

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder.
- 8.1 to take such measures as may be reasonable for the purpose of averting or minimizing such loss, and
- 8.2 to ensure that all rights against carriers, bailees or other third parties are properly exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges property and reasonably incurred in pursuance of these duties.

### Waiver Clause

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

## AVOIDANCE OF DELAY

### Reasonable Despatch Clause

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

## LAW AND PRACTICE

### English Law and Practice Clause

11. This insurance is subject to English and practice.  
NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation. CL. 255. Sold by Witherby & Co. Ltd. London.

## INSTITUTE WAR CLAUSE (CARGO)

### RISK COVERED

#### Risks Clause

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 war civil, war revolution, rebellion or detainment, arising therefrom, or any hostile act by or against a belligerent power
  - 1.2 Capture seizure arrest restraint or detainment, arising from risk covered under 1.1 above, and the consequences thereof or any attempt thereat.
  - 1.3 Derelict mines torpedoes bombs or other derelict weapons of war.

#### General Average Clause

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

## EXCLUSION

### General Exclusions Clause

3. In no clause shall this insurance cover
  - 3.1 Loss or damage or expenses attributable to willful 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 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.

### **Unseaworthiness and Unfitness Exclusion Clause**

- 4.1. In no case shall insurance cover loss damage or expense arising from Unseaworthiness of vessel or craft, Unfitness of vessel craft, conveyance container or liftvan for the safe carriage of the subject matter insured, Where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship or carry the subject matter insured to destination, unless the Assured of their servants are privy to such unseaworthiness or unfitness.

## **DURATION**

### **Transit Clause**

- 5.1 This insurance
  - 5.1.1 attaches only as the subject matter insured and as to any part as that is loaded on an overseas and
  - 5.1.2 terminates subject 5.2 and 5.3 below, either as the subject matter insured and as to any part as that part is discharged from the 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 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 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 sending by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port or 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 subject matter insured having been discharged, as the subject matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject matter not having been discharge, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel but is no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to ship-owners or charterers under contract of affreightment. (for the purpose of clause 5 "arrives" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbor Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by the vessel).

### **Change of voyage Clause**

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

7. Anything contained in this contract which inconsistent with clauses 3,7,8 or 5 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### **Insurable Interest Clause**

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

### **Increased Value Clause**

- 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurance 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 insurances.
- 9.2 Where this insurance is on Increased Value the following clause shall apply:  
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under the insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

## **BENEFITS OF INSURANCE**

Not to Insure Clause

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

## **MINIMISING LOSSES**

### **Duty of Assured Clause**

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

### **Waiver Clause**

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.

## **AVOIDANCE OF DELAY**

### **Reasonable Despatch Clause**

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

## **LAW AND PRACTICE**

### **English Law and Practice Clause**

14. This insurance is subject to English and practice.

NOTE: It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation. CL. 255. Sold by Witherby & Co. Ltd. London.

## **INSTITUTE STRIKES CLAUSES (CARGO)**

### **RISKS COVERED**

#### **Risk Clause**

1. This insurance covers, excepts as provided in clauses 3 and 4 below, loss of or damage to the subject matter insured caused by
  - 1.1 Strikes, 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

#### **General Average Clause**

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

## **EXCLUSIONS**

### **General Exclusions Clause**

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 any 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 expenses arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 loss or damage or expenses 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 expenses 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, any hostile act by or against belligerent power.

### **Unseaworthiness and unfitness Exclusion Clause**

- 4.1. In no case shall insurance cover loss damage or expense arising from Unseaworthiness of vessel or craft, Unfitness of vessel craft, conveyance container or liftvan for the safe carriage of the subject matter insured, Where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship or carry the subject matter insured to destination, unless the Assured of their servants are privy to such unseaworthiness or unfitness.

## **DURATION**

### **Transit Clause**

- 5.1 This insurance attaches from the time the goods leave the warehouse - or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of the transit and terminates either
  - 5.1.1 On delivery to the Consignees' or other final warehouse or place of storage at the destination named herein
  - 5.1.3 On delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
    - 5.1.3.1 for storage other than in the ordinary course of transit or
    - 5.1.3.2 for allocation or distribution or
  - 5.1.4 on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge whichever shall first occur
- 5.2. If, after discharge oversee from the oversea vessel at the final port 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 transhipment and during any variation of the adventure arising from forced exercise of liberty granted to shipowners or charters under the contract of affreightment.

## **Termination of Contract of Coverage Clause**

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 of Contract otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
  - 6.1 Until the goods are sold and delivered at such port or place, or unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur Or
  - 6.2 If the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

## **Change of Voyage Clause**

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

## **CLAIMS**

### **Insurable Interest Clause**

- 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
- 8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

### **Increased Value Clause**

- 9.1 If any increased value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased value insurance covering the loss and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 9.2 Where this insurance is on Increased value the following clause shall apply: The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all increased Value insurance covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportions 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 insurances.

## **BENEFIT OF INSURANCE**

### **Not to Insure Clause**

10. this insurance shall not insure to the benefit of the carrier or other bailee

## **MINIMISING LOSS**

### **Duty of Assured Clause**

11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
  - 11.1 to take such measures as may be reasonable for the purpose of averting or 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

### **Waiver Clause**

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 Clause acceptance of abandonment or otherwise prejudice the rights of either party.

## **AVOIDANCE OF DELAY**

### Reasonable Despatch Clause

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

## **LAW AND PRACTICE**

### Reasonable Law and Practice Clause

14. This insurance is subject to English law and practice

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



