

Horizon Underwriting Managers (Pty) Ltd

Reg. No. 1995/013154/07
FSP No. 6354

UNDERWRITING MANAGERS FOR LOMBARD INSURANCE COMPANY LIMITED

Reg. No. 1990/001253/06

Ground Floor, South Wing, Technology House, Greenacres Office Park
Cnr Rustenburg and Victory Park Roads,
Victory Park, 2195

Tel: (011) 781-3473

P O Box 2603, Pinegowrie, 2123

POLICY OF INSURANCE NO. 21210086

Conditional upon the payment of premium by the insured and the receipt thereof by or on behalf of the insurers, the insurers shall insure and agree to indemnity or compensate the insured by payment or at the option of the insurers by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

This insurance contract is conditional upon and will only come into effect following payment of the premium by the insured and the receipt thereof by or on behalf of the insurers.

It is further declared that the following additional general condition is incorporated into the within insurance contract: -

PAYMENT OF PREMIUM

Premium is payable before the inception date or renewal date as the case may be. The insurers shall not be obliged to accept premium tendered to them after such date but may do so upon such terms as they in their sole discretion, may determine.

INSURED: **CANAL FREIGHT**

RISK INSURED: **AS PER ATTACHED SCHEDULE**

For period commencing on or about: **01 December 2021** and terminating on **30 November 2022** both days inclusive.

IN WITNESS whereof this policy has been signed at **RANDBURG**

This **Eleventh** of **November 2021**

by **HORIZON UNDERWRITING MANAGERS (PTY) LTD**



IMPORTANT NOTES: Please examine this Policy of Insurance and return if not in accordance with instructions.

DIRECTORS : P March*, J Orford, D Laburn, H Murcell*, R Murcell, A Charlton, M Brews (British*)



IMPORTANT INFORMATION FOR ALL OUR CLIENTS

PLEASE READ CAREFULLY

DISCLOSURE AND OTHER LEGAL REQUIREMENTS

As a financial services provider, Horizon Underwriting Managers (Pty) Ltd is committed both under legislation and in terms of our own ethical code, to provide you, the consumer, with all the information you need to ensure that you are in possession of all relevant facts about the various parties supplying you with your insurance product. These facts are set out for you below, as required by the Financial Advisory and Intermediary Services (FAIS) Act.

Horizon Underwriting Managers (Pty) Ltd is classified as an Underwriting Manager. We are specialists in the transportation insurance field and are mandated by an Insurer to provide this class of insurance product on their behalf. This document provides you with all the necessary information you need to have about Horizon Underwriting Managers (Pty) Ltd, the Underwriting Manager and Lombard Insurance Company Limited, who we act on behalf of.

DISCLOSURE NOTICE INFORMATION	
1.HORIZON UNDERWRITING MANAGERS (PTY) LTD	
The Underwriting Manager	
Name, address, contact details of your financial services provider	Co. Name: Horizon Underwriting Managers (Pty) Ltd Registration number: 1995/013154/07. Financial Services Provider (FSP) no. 6354 Postal address: PO Box 2603, Pinegowrie, 2123 Physical address: Ground Floor, South Wing, Technology House, Greenacres Office Park Cnr Rustenburg and Victory Park Roads, Victory Park, 2195 Tel number: 011 781 3473 Website: www.horizonmarine.co.za
Legal status of your financial services provider	Horizon Underwriting Managers (Pty) Ltd is licensed with the Financial Sector Conduct Authority (FSCA) under license number 6354 and provide intermediary services in respect of personal and short-term commercial lines. There are no restrictions on our license. We undertake to ensure that all staff delivering a financial service to or on behalf of the insurer we represent are all authorised representatives and meet all the required honesty, integrity and educational standards and that we check these at least on an annual basis.
Whether services are rendered under supervision	No services are rendered under supervision
Whether more than 10% of insurer's shares are held and whether more than 30% of total remuneration was received from the insurer	We hold no shares in any Insurance Company. Horizon Underwriting Managers (Pty) Ltd receives more than 30% of its income from Lombard Insurance Company Limited.
Whether Professional Indemnity Insurance, Fidelity insurance and Intermediary Guarantee Fund (IGF) is held	Horizon Underwriting Managers (Pty) Ltd are in possession of both Professional Indemnity Insurance and Fidelity Guarantee Insurance. We are not required to have an IGF Fulcrum Collections (Pty) Ltd do hold an IGF on our behalf.
Whether a Conflict of Interest Policy is held	Our Conflict of Interest Policy is available from our website: www.horizonmarine.co.za



Details of financial service provider's complaints procedure	<p>Contact Paul March, our complaints dispute facilitator, at paul@horizonmarine.co.za to lodge a complaint.</p> <p>All complaints must be reduced to writing and any of our representatives will be able to provide you with a copy of our complaints procedure on request.</p>
Details of financial service provider's compliance Arrangements	<p>Associated Compliance (Pty) Ltd is Horizon Underwriting Managers (Pty) Ltd.'s compliance officer. Their FSCA Practice number is 6377 and they are contactable at Associated Compliance (Pty) Ltd, telephone no: 011 678 2533 or email: info@associatedcompliance.co.za</p>
How do we get paid for what we do?	<p>Horizon Underwriting Managers (Pty) Ltd will invoice your insurance broker for premium due and you will be expected to pay the premium in terms of the payment terms reflected in the policy document.</p> <p>Failure to pay premiums as specified in the payment terms could cancel your cover.</p> <p>Your insurance broker receives a commission, no greater than the maximum legislated commission.</p> <p>The Rand amount of fees and commissions payable to your Insurance Broker must be disclosed to you by your insurance broker.</p> <p>Horizon Underwriting Managers (Pty) Ltd are paid a fee by Lombard Insurance Company Limited ranging between 5.00% and 12.50%</p> <p>In addition, we do have a vested interest in this transaction by virtue of a profit share arrangement between ourselves and the Insurers.</p>
Contractual arrangement with Insurers including any restrictions or conditions	<p>Horizon Underwriting Managers (Pty) Ltd are in possession of a mandate to act on behalf of the Insurer detailed in paragraph 2 below.</p>
<p>2.1 ABOUT THE PRODUCT SUPPLIER (INSURER)</p> <p>a) Name, address, contact details of product supplier</p> <p>b) Details of the complaints resolution procedure of the product supplier</p> <p>c) Details of the legal compliance department</p>	<p>Name: Lombard Insurance Company Limited Financial Services Provider (FSP) no. 1596 Registration Number: 1990/001253/06 Address: Ground Floor, Building C, Sunnyside Office Park, 2 Carse O'Gowrie Road, Parklands, 2193 Telephone no: 011 551 0600 Facsimile no: 011 551 0603 Website: www.lombardins.com</p> <p>An e-mail must be sent to compliance@lombardins.com to institute a complaint.</p> <p>Contact details of their Compliance Officer are: Stephen Vivian Telephone no: 011 551 0600 Facsimile no: 011 551 0603 Email: StephenV@lombardins.com</p>



2.2 ABOUT THE PRODUCT SUPPLIER (PREMIUM COLLECTION)

a) Name, Address, contact details of product supplier

Name: Fulcrum Collection (Pty) Ltd
Financial Services Provider (FSP) no: 17795
Registration Number: 1997/015535/07
Address: 35 Ballyclare Drive, Bryanston, 2191
Telephone no.: 010 001 2860
Fax no.: 086 679 2156
Website: www.fulcrum.co.za

b) Details of the complaints resolution procedure of the product supplier

An e-mail must be sent to compliance@fulcrum.co.za to institute a complaint

c) Details of the legal compliance department

Contact details of their Compliance Officer are:
Michelle Pedra
Telephone no: 011 036 2432
Fax no: 086 679 2156
Email: compliance@fulcrum.co.za

3. OTHER MATTERS OF IMPORTANCE

- a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2
- b) If any complaint to the Broker or Insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud
- c) Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test
- d) If your premium is paid by debit order, the debit order must be in favour of one person and may not be transferred without your approval.
- e) The Broker must give you 30 days' notice in writing of its intention to cancel your debit order.
- f) The Product Supplier (Insurer) via your Broker must give reasons in writing for the rejection of any claim submitted by you.
- g) The Product Supplier (Insurer) must give you, via the Broker written notice of its intention to cancel your policy.
- h) You are entitled to a copy of your policy free of charge.

4. DETAILS OF HOW TO INSTITUTE A CLAIM:

Notify your Insurance Broker's claims department first by telephone during office hours and then follow up in writing. In the case of suspected theft or burglary, notify your local police station.

You must notify your Insurance Broker as soon as possible of the incident being claimed against
Please keep the following in mind:

Under no circumstances must liability be admitted

Minimise any loss. Act as if you are uninsured

Do not destroy any article or evidence until Insurers or their representatives have seen it.

In the event of a claim you may become responsible for a first amount payable (excess). Details of any such responsibility and the amount is shown in the policy schedule



5. WARNING

Do not sign any blank or partially completed application form

Complete all forms in ink

Keep all documents handed to you

Make notes as to what is said to you

Ask for a letter of representation from your adviser

Do not be pressurised into buying the product

Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance

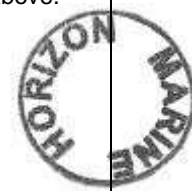
<p>6. PARTICULARS OF FAIS OMBUD</p>	<p>The FAIS Ombud, PO Box 74571, Lynnwood Ridge, 0040 Telephone: (012) 470-9080 to (012) 470-9097 Facsimile: (012) 348-3447 Email: info@faisombud.co.za Web Site: www.faisombud.co.za</p>
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<p>7. PARTICULARS OF SHORT-TERM INSURANCE OMBUDSMAN</p> <p>The Ombud is available to advise you in the event of claim problems that are not satisfactorily resolved by the broker and/or insurer</p>	<p>The Short Term Ombud, PO Box 32334, Braamfontein, 2017 Telephone: (011) 726-8900 Facsimile: (011) 726-5501 Web Site: www.insuranceombudsman.co.za</p>
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<p>8. PARTICULARS OF REGISTRAR OF SHORT-TERM INSURANCE</p>	<p>Financial Sector Conduct Authority PO Box 35655, Menlo Park, 0102 Telephone: (012) 428 8000 Facsimile: (012) 346 6941 Web Site: www.fsca.co.za</p>
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Should you have requested cover provided by SASRIA LIMITED in respect of your insurances, then you are entitled to details as follows:

<p>9. SASRIA LIMITED</p>		<p><u>COMPLIANCE DEPARTMENT</u></p>	<p><u>CLAIMS PROCEDURES</u></p>
<p>Registration No.</p>	<p>1979/00287/06</p>	<p>If you have any complaints about Horizon Underwriting Managers (Pty) Ltd regarding SASRIA cover then you may contact:</p> <p>The Compliance Office:</p> <p>Tel: (011) 214 0800</p> <p>Complaints: contactus@sasria.co.za</p> <p>SASRIA Limited</p>	<p>In the event of a claim, all relevant documentation relating to your claim must be submitted to Horizon Underwriting Managers (Pty) Ltd at the address indicated in 1 above.</p>
<p>Telephone No.</p>	<p>(011) 214 0800</p>		
<p>Facsimile No.</p>	<p>(011) 447 8630</p>		
<p>Postal Address :</p>	<p>PO Box 653367 Benmore 2010</p>		
<p>Physical Address :</p>	<p>36 Fricker Road Illovo, Sandton 2196</p>		
<p>Email Address :</p>	<p>contactus@sasria.co.za</p>		



Website : www.sasria.co.za	PO Box 653367 Benmore 2010	
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10. ETHICS HOTLINE

Commercial crime and dealing with unethical behaviour have become a reality all companies need to face and have measures in place to detect these types of activities.

Horizon, via its risk carrier, Lombard Insurance Company, offers its policyholders methods to report any unethical practices, including sexual harassment, racial discrimination and whistle blowing on suspicious transactions.

Our Ethics hotline has been outsourced to KPMG

Should you come across any form of fraud, corruption, unethical practice or any suspicious transactions within Horizon or the Lombard Group please report it to the hotline.

Phone: 0800 864 727 (toll-free)

Fax: 0800 200 796

Postal: KPMG Hotpost, PO Box 14671, Sinoville, Pretoria, SOUTH AFRICA, 0129

e-mail: fraud@kpmg.co.za

Please note Horizon is subject to the SAIA Code of Conduct (A copy is available on request).

11. PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

The parties acknowledge that to the extent that personal information is being collected, Horizon Underwriting Managers (Pty) Ltd is the responsible party in respect of the personal information being collected and that the parties further acknowledge that for the purposes of accepting this policy of insurance, any personal information you have provided is solely for the purpose of providing you with coverage under this insurance policy and is mandatory to enable us to provide you with insurance.

It may be necessary to process the insured's private information and making that information available to other associated parties.

In addition, the insured consents to the transfer of that information to the reinsurers even if those reinsurers are situated outside the Republic of South Africa for use in connection with the performance of this contract and any related reinsurance contract."



1. DESCRIPTION OF RISK

Subject to the insured complying with all the terms and conditions set out hereunder, the Insurers, in consideration of payment of the premium as agreed, agree to cover the Insured's liability in respect of claims made or instituted against the Insured by Cargo Owners arising from physical loss of or damage to the goods whilst in transit on vehicles owned or operated by the Insured, or on vehicles of a duly authorized sub-contractor in circumstances where the Insured has been contracted to carry the goods, as stipulated in the policy.

2. WARRANTY

In the event of a claim being made or filed against the Insured by the Cargo Owner the Insured shall immediately provide the Insurers with full details of the circumstances giving rise to the claim and the quantum thereof. Provided that the claimant has a valid and enforceable claim against the Insured and otherwise subject to the terms and conditions of this policy, the Insurers shall be liable for the claim and shall at their election pay either the Insured or the claimant in discharge of the insurance indemnity.

3. THE INSURED

This contract is to insure the liability of **CANAL FREIGHT** the carrier and / or its nominated subcontractor/s hereunder:

Sub-contractors: None

Including all subsidiary companies as their interests may appear as now existing or hereafter acquired or constituted or the insurance of which is under their control of the insured named herein.

4. ATTACHMENT DATE:

To attach for all sailings and/or sendings and/or insured interests in storage during the period commencing **01 December 2021** and terminating on **30 November 2022** both days inclusive and for any further period insurers may agree to renew.

5. SUBJECT MATTER

All goods and/or merchandise and/or interests appertaining to the Insured's business, in customary export packaging, including all packing materials, receptacles, labels and the like when necessary for commercial purposes, consisting principally of: **General Goods, Electrical/Electronic Goods, Computers, Chemicals**

Excluding any liability arising from the use of shipping containers

Excluding physical loss or damage to shipping containers

Excluded Cargo unless agreed with Underwriters:

- Cellphones and Accessories
- Any live animals, jewellery, furs, watches, precious metal and stones, artworks and antiques
- Treasure notes, specie, bullion, cash, bonds, deeds, stamps, pre-paid telephone cards and securities
- Manuscripts, documents, plans and computer system records
- Copper and the like, explosives, ammunition, cigars, cigarettes, liquor, wines, beer or any alcoholic beverages and the like
- Dangerous drugs which are the subject of various International Conventions
- New and/or retread tyres
- New and/or Used Motor Vehicles, Tractors, Earth Moving Equipment and the like
- Exotic foodstuffs such as prawns, crayfish, calamari, caviar and the like
- Refrigerated and Frozen Goods, Fruit and Vegetables
- Personal Protection Equipment
- Used Household Goods and Personal Effects
- Clothing/Footwear
- Pharmaceuticals and vaccines



6 DEPOSIT PREMIUM/ADJUSTMENT CLAUSE

It is a condition of cover that at inception of the policy the insured will pay a minimum and deposit premium of **R51,000.00** (Fifty One Thousand Rand) payable in monthly instalments of **R4,250.00** (Four Thousand Two Hundred and Fifty Rand) calculated as follows:

Estimated Annual Haulage Fee	R	6,000,000.00
Policy rate (Inclusive of VAT and Strikes risk rate)		0.85%
Minimum and Deposit Premium	R	51,000.00

Payable in monthly instalment of R **4,250.00**

This minimum and deposit premium shall be adjusted at the agreed policy rate applied to the actual annual carry/haulage fee during the policy period. This figure shall be declared by the insured to the insurers, via their representatives or agents, as soon as reasonably possible after each anniversary date. Breach of these conditions shall entitle the insurers to avoid any liability in terms of the policy.

SASRIA

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that the within policy is the underlying policy against which a SASRIA coupon is issued to apply to all sailings and/or sendings on or after **01 December 2021**.

R6,000,000.00 @ 0.00871% = R522.60

TOTAL PREMIUM DUE = R522.60

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

Projected Annual Declarations

The coupon must be issued for 100% deposit premium of **R522.60** (Five Hundred Twenty Two Rand and Sixty Cents) which must be adjusted at the end 12 month period of insurance. The Insured shall pay any additional premium if the declared amount exceeds the estimate or a refund shall be paid to the Insured if the declared amount is less than the estimate, subject to a maximum refund of 25% of the deposit premium.

7. CONTRACT TERMS & CONDITIONS

- 7.1 This Policy together with the duly completed and received application for insurance, the Important Clause, and any endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy shall bear the same meaning wherever it may appear.
- 7.2 Further to 7.1 above, it is a condition precedent to the liability of the Insurers that where the Insured imposes Standard Trading Conditions and/or where there is any other contract of carriage between the Insured and any Cargo Owners during the currency of this policy, the Insurers must approve of same prior to the attachment and it shall be annexed to the policy.
- 7.3 Where no Standard Trading Conditions or contract of carriage exist, the Insured's liability to the cargo owner in respect of loss of or damage to the subject matter will be considered on a Common Law Liability basis however within the ambits of this policy.
- 7.4 The descriptive headings and annotations to the clauses, terms, conditions, limitations and exclusions of this Policy do not form part of the wording of this Policy and this Policy shall not be construed with the addition of or as including these descriptive headings and annotations.



- 7.5 This insurance does not cover any loss or damage which at the time of happening of such loss or damage or happening of the event giving rise to a claim under the policy is insured by or would, but for the existence of this Policy, be insured by any other Policy or Policies covering the Insured's Liability forming the subject matter of this insurance, except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been effected.
- 7.6 The descriptive headings and annotations to the clauses, terms, conditions, limitations and exclusions of this Policy do not form part of the wording of this Policy and this Policy shall not be construed with the addition of or as including these descriptive headings and annotations.

8. MAXIMUM LIMITS OF INDEMNITY

R500,000.00 (Five Hundred Thousand Rand) any one conveyance or occurrence

9 FIRST LOSS

In the event of the total value of risk exceeding the limit of liability provided herein the Insured shall pay premium on the full value declared and Insurers undertake to accept such premium and pay the full amount of any loss recoverable up to but not exceeding the Maximum Limits of Indemnity stated here in.

10. CONVEYANCES

Cover in terms of this policy shall not apply to subject matter carried in any vehicle which is not a "Goods Vehicle" as defined in Regulations made under the National Road Traffic Act, 1996 (Act No. 93 of 1996) as amended.

ALTERNATIVE CONVEYANCE FOLLOWING A BREAKDOWN OR RELATED PROBLEM

It is agreed that in the event of a breakdown of the means of the conveyance during transit or if, for any reason beyond the control of the Insured, the cargo is endangered, nothing contained in this policy shall debar the use of any other goods vehicle to assist with the completion of the transit and the insurance afforded shall not be affected thereby provided any risk management warranties applicable in terms of the policy are complied with.

11. VOYAGES/ATTACHMENT AND TERMINATION OF RISK

Unless otherwise declared to and accepted by the Insurers prior to commencement of transit:

Inland Transit

Within **the Republic of South Africa** only

Other Voyages

Held covered at rates and conditions to be agreed prior to attachment of risk.

12. BASIS OF VALUATION

Unless otherwise agreed prior to known loss, damage or arrival, the basis of valuation shall be:

Inland Transit

Selling price plus freight

Second-hand /other than new

Current secondhand market value plus freight



12.1 CARGO OTHER THAN NEW GOODS

The Insurer's liability shall be restricted to the Insured's liability to the Cargo Owner for current secondhand market value of the goods plus transport charges (if included in the Invoice Value)

13 NEW GOODS / NEW SUBJECT MATTER (OTHER THAN THOSE STIPULATED UNDER 13.1)

This insurance covers all risks of loss of or damage to the goods insured in terms of the **Institute Cargo Clauses (A) CL.382 01/01/2009**, commencing from the time of collection at the consignor's premises (including carrying to the conveyance and loading thereon), continues with transportation to the consignee (including temporary storage in the course of the journey) and ends when off-loaded and delivered at the consignee's premises.

13.1 NEW GOODS COLLECTED FROM HARBOURS, DOCKS, CONTAINER DEPOTS, RAILWAY STATIONS, OR AIRPORTS AND NEW GOODS FOR WHICH THIS INSURANCE IS FOR THE CONTINUATION OF A PRIOR TRANSIT (TAIL END RISKS):

This insurance covers the risks of loss of or damage to the goods insured in terms of the **Institute Cargo Clauses (B) CL.383 01/01/2009 sub-Clause 1.2.3 deleted** commencing from the time of collection at the consignor's premises (including carrying to the conveyance and loading thereon), continues with transportation to the consignee (including temporary storage in the course of the journey) and ends when off-loaded and delivered at the consignee's premises.

13.2 SECOND-HAND AND/OR RECONDITIONED AND/OR REFURBISHED AND/OR USED GOODS OR OTHER THAN NEW GOODS

13.2.1 Provided that a pre-shipment survey is undertaken by a Marine Cargo Surveyor or an independent technical expert at the Insured's expense and such report submitted to and accepted by the Insurers prior to shipment, cover shall be, unless otherwise agreed as per the Conditions of Insurance under 13.1 above and at premium rates as applicable.

13.2.2 If such pre-shipment survey is not undertaken, cover shall be unless otherwise agreed with the Insurers prior to shipment, against the risks of Fire, Collision of or Overturning of the carrying conveyance plus theft following fire, collision of and overturning of the carrying conveyance and extended to include Hijacking as per the Hijacking and Armed Robbery Clause or Theft of an entire load.

Excluding Rust, Oxidation and Discolouration

Excluding Scratching, Denting, Chipping, Abrasion and Marring of Paintwork

Excluding Mechanical and/or Electrical and/or Electronic Breakdown Failure or Derangement unless caused by an Insured Peril

Excluding loss or damage as a result of collision of the carrying conveyance with a defect in the road surface in respect of Abnormal Loads.

13.2.3 Second-hand or Reconditioned or Refurbished Goods Replacement Clause

In the event of a claim for loss or damage to any part(s) caused by a risk covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part(s) lost or damaged as the insured value bears to the new value plus additional charges for forwarding and refitting the new part(s) if incurred.

13.3 ALL TRANSITS

13.3.1 Including loss of or damage to the subject matter insured in terms of the relevant Institute Strikes Clauses (Cargo).

13.3.2 Subject to the Institute Replacement Clause for new subject matter and the Second-hand Replacement Clause for Reconditioned or Refurbished and Used or other than new goods or Equipment.



13.4 RETURNED OR REFORWARDED GOODS CLAUSE

In the event of goods covered under this Policy being forwarded to the declared destination and there refused and/or sent to another destination (other than a destination excluded in the Geographical Limits Clause herein) or returned to the Consignor, it is agreed that the insurance continues until such goods are finally disposed of, provided that the Insured shall take all reasonable steps to ensure that the cargo is returned as soon as reasonably possible. Should this result in storage exceeding 96 hours, immediate notice must be given to the Insurers as soon the fact becomes known to the Insured and an additional premium paid if required.

13.5 GENERAL EXCLUSIONS

In no case shall this insurance cover liability arising from:

- 13.5.1 Loss, damage or expense attributable to wilful misconduct of the Insured, Agent or Employee of the Insured
- 13.5.2 Ordinary leakage, ordinary loss in weight or volume or ordinary wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) of the goods carried;
- 13.5.3 Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the goods carried, outside the control of the Insured;
- 13.5.4 Loss, damage or expense caused by inherent vice or nature of the goods or changes brought about by natural causes or any latent or manufacturing defect;
- 13.5.5 Loss, damage or expense caused by delay;
- 13.5.6 Loss, damage or expense arising from the unfitness of the conveying vehicle;
- 13.5.7 Loss of market and/or consequential loss of any nature;
- 13.5.8 Loss, damage or expense caused by infestation, insects or vermin;
- 13.5.9 Loss, damage or expense arising out of the breakdown or malfunctioning of refrigeration equipment and or cooling machinery or from insufficiency of insulation unless caused by external means, and provided that the Insurer and the Insured have agreed in writing prior to the carriage as to the specific terms and conditions upon which cover will be granted;

14. GENERAL CONDITIONS, TERMS AND WARRANTIES

14.1 ABNORMAL AND/OR OUT OF GAUGE LOADS WARRANTY

Where the loads being conveyed are abnormal / over height, the Insured must comply with the relevant Road Traffic regulations as per the Road Traffic Act and furthermore each trip must follow a pre-planned route. Included in the pre-planning must be the height of bridges, overhead structures, tunnels and projections on or across the carriageway, to prevent the cargo colliding with such overhead bridges, structures and the like.

Abnormal Loads must be accompanied by guide vehicles from origin to destination covered under this policy.

14.2 ALLOCATION / DISTRIBUTION CLAUSE

Notwithstanding anything contained in the Institute Cargo Clauses to the contrary it is hereby agreed that this Policy shall remain in force during the allocation and/or distribution of the Insured's interest from the port of discharge anywhere in The Republic of South Africa until the goods are delivered to final destination.



14.3 APPORTIONMENT OF RECOVERIES

In the event of a recovery from a Carrier or other third party it is agreed that such recovery/ies shall be apportioned between the Insured and the Insurers in the same proportion as the respective parties hereto have borne the loss.

14.4 ASBESTOS EXCLUSION

It is hereby understood and agreed that this contract shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

14.5 BRAND OR TRADEMARKS

In the case of damage to property bearing a brand or trade mark, the sale of which carries or implies the guarantee of the supplier or the Insured or their customers, if required by the Insured, the salvage value of such property shall be determined only after the removal of such brand or trade mark.

14.6 CANCELLATION

This insurance may be cancelled at any time by the Insurer or the Insured giving the prescribed number of days' notice in writing by electronic mail, facsimile or pre-paid letter to the last known address of the Insured or vice versa being: -

Strikes risks – subject to 7 days written notice.

All other risks insured by this Policy – subject to 30 days written notice.

Where the policy is subject to a DEPOSIT PREMIUM clause, upon cancellation, the Insured must provide, within 30 days from cancellation date, the audited actual turnover figures for the period on risk, to enable the Insurer to calculate final premium payable and/or refundable if applicable in terms of the Deposit Clause conditions.

14.7 CLAIMS

14.7.1 Claims Notification Warranty

Warranted all claims/losses (other than hijacking/armed robbery and theft) to be advised to Insurers within 30 (thirty) days of the occurrence but hijacking/armed robbery and/or theft load claims/losses to be advised to Insurers within 48 (forty-eight) hours (excluding public holidays in the Republic of South Africa; Saturdays and Sundays) from the time the Carrier is aware of or assumes such loss has occurred.

Failure to notify the Insurers within the applicable time period will result in such claims/losses being forfeited and rejected by the Insurers.

14.7.2 Claims Procedures

A. Upon the happening of any event which may give rise to a claim under this Policy the Insured shall as soon as is practicable and at least within the provisions of the Claim Notification Warranty give notice of such event to the Insurer and shall furnish to the Insurer all particulars and evidence documentary or otherwise and shall execute and do all such acts and things as the Insurer may require and shall at once take all practicable steps to discover any guilty person and for tracing and recovering the goods lost or damaged. In the event of liability for loss destruction or damage by theft or by pilferage of the goods the Insured shall give immediate notice to the Police. The Insured shall not incur any expenses without the written consent of the Insurer and **shall not negotiate, pay, settle, admit or repudiate any claim without the consent of the Insurer.**



- B** The Insured shall, at the request and at the expense of the Insurer, do and concur in doing and permit to be done all such acts and things as may be necessary or required by Insurer for the purpose of enforcing any rights of the Insured or defending any claim by the Cargo Owner's against the insured and remedies or of obtaining relief or indemnity from other parties to which Insurer shall be or would become entitled or subrogated upon paying any claim arising under this insurance whether such acts and things shall be or become necessary or required before or after indemnification of the Insured or such other claimant by Insurers.

14.8 COMPUTER MILLENNIUM CLAUSE (CARGO JC97/077 dated 09.09.1997)

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of:

- (i) the date change to the year 2000 or any other date change; and/or
- (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

14.9 COMMUNICABLE DISEASE EXCLUSION

Notwithstanding any provision to the contrary within this (re)insurance agreement, this insurance excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

A Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

14.10 "CONFISCATION" EXCLUSION CLAUSE

This Policy excludes liability of the Insured for loss of or damage to subject matter insured caused by confiscation, seizure, appropriation, expropriation, deprivation, detention, impounding or requisition legally carried out by customs officials, requisition for title or use or wilful destruction by or under the order of any government (whether civil, military or de facto) and/or public or local authority.

This exclusion shall not override cover provided by this Policy in terms of the Institute Strikes Clauses.

14.11 CUTTING CLAUSE

In the event of a recoverable claim for breakage, chipping, bending, denting or any other damage to subject matter insured provided this be of such a nature that it is practicable to use the sound portion or portions for the purpose for which they were originally intended the Insurers may pay only for the proportionate insured value(s) of the damaged part(s) plus the cost of cutting off less their salvage value (if any).



14.12 DESTRUCTION / DISPOSAL OF SALVAGE CLAUSE

In the event of loss and/or damage to the interest insured as a result of an insured fortuity resulting in the interest insured to be disposed / destructed as per the South African National Health Act of 2003 and/or any other Government regulation, Insurers agree to settle expenses reasonably incurred by the Insured. In no case shall Insurers be liable for more than **R10,000.00** (Ten Thousand Rand) any one event provided that the indemnity any **ONE CONVEYANCE OR ONE OCCURRENCE** does not exceed the **MAXIMUM LIMIT OF INDEMNITY**.

14.13 SALVAGE / RECOVERY OF LOAD COSTS CLAUSE

The cover under this policy is extended to include additional costs reasonable incurred by the Insured in connection with goods conveyed which is covered in terms of the policy consequent upon an Insured peril which prevents the vehicle from completing or continuing delivery of the goods to the predefined destination The reasonable costs incurred in respect of:

14.13.1 Clearing the Debris of any cargo

14.13.2 Sending alternative transport to the scene of the accident.

14.13.3 Unloading the cargo from the damaged vehicle and reloading the cargo upon alternative vehicle.

14.13.4 Fire Brigade Services rendered in respect of the cargo as a result of the road accident and/or cargo fire extinguishing charges

14.13.5 Costs of safeguarding and/or protection of the load to prevent theft and/or pilferage from the accident scene

This extension is limited to **R50,000.00** (Fifty Thousand Rand) for each and every occurrence, whichever is the lesser provided that the indemnity any **ONE CONVEYANCE OR ONE OCCURRENCE** does not exceed the **MAXIMUM LIMIT OF INDEMNITY**.

The above extension excludes Environmental Pollution Liability and/or Environmental Rehabilitation costs absolutely howsoever incurred.

14.14 DEVIATION CLAUSE

This policy excludes the liability of the Insured for loss of or damage to goods arising during the time any vehicle deviates from the normal direct route given to the driver unless instructions to the contrary were given by the Insured in writing to the driver on the Run Sheet / Manifest or particular Consignment Note.

14.15 DRIVER'S HOURS

It is a condition of this policy that for any journey likely to last more than 12 (twelve) hours that the vehicle shall be manned with a second driver. Furthermore in no case must any driver travel after 12 hours without at least 6 (six) consecutive hours rest.

14.16 DRIVER'S LICENCE CLAUSE

In no case shall this insurance be in force whilst the carrying vehicle is being driven by or is in the control of any person who is not in possession of a valid and suitable drivers licence and/or professional driving permit as is required by Law and/or in terms of the Road Traffic Act 1999 (Act No. 29 of 1989) as amended, for the vehicle or load at the time of loss.

In terms of Foreign Drivers, a valid foreign heavy vehicle and/or commercial vehicle drivers licence and a valid international driving permit together with the necessary work permit is required.

It shall not apply if the Insured was unaware that the driver was unlicensed provided the Insured can prove to the satisfaction of the Insurers that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive the Insured's vehicles.

14.17 DUE DILIGENCE CLAUSE

It is warranted that the Insured shall take all reasonable steps at all times to exercise every reasonable precaution for the safety of the insured cargo and to prevent loss, damage and accidents. The conveyance must therefore be roadworthy and suitable for the cargo being conveyed.



14.18 DUTY OF THE INSURED CLAUSE

It is the duty of the Insured and their servants and agents in respect of loss recoverable hereunder to:

14.18.1 take such measures as may be reasonable for the purpose of averting or minimising such loss;
and

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

Measures taken by the Insured or the Insurer 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.

14.19 EXCESSES / DEDUCTIBLES VAT EXCLUSIVE

In the event of a claim recoverable under the policy the Insured shall bear an excess of:

General Excess

Subject to **R5,000.00** (Five Thousand Rand) each and every claim

Hijack/Theft/Shortages/Non-Delivery/Pilferage

15% (Fifteen Percent) of claim, subject to a minimum **R10,000.00** (Ten Thousand Rand) each and every claim

14.20 ERRORS AND OMISSIONS

Unintentional errors and omissions in the making of declarations shall not invalidate this insurance provided steps be taken to notify same to Insurers as soon as they come to the notice of the Insured.

14.21 FALSE OR FRAUDULENT CLAIMS

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used to obtain any benefit under this Policy, the policy shall become void and all claims hereunder shall be forfeited

14.22 FIDELITY EXCLUSION

This policy excludes liability for losses reasonably attributable to the dishonesty of any partner in or of any director or owner of or shareholder of or management staff of the Insured whether acting alone or in collusion with others.

Also excludes losses reasonably attributable to the dishonesty of the Cargo Owner and/or any of the Cargo Owner's employees whether acting alone or in collusion with others.

14.23 HIJACKING / ARMED ROBBERY / THEFT

This Policy is extended to include loss of or destruction of or damage to the subject matter insured caused as a result of unlawful seizure or wrongful exercise or control of the carrying conveyance, vessel or aircraft (including any attempt thereat) made by any person or persons. Including costs of warehousing and reforwarding goods should they be landed at a place other than their scheduled destination. Subject however to the other stated exclusions in the Institute Cargo Clauses.

Excluding absolutely any claims for loss, damage and/or expense incurred as a result of political confiscation, expropriation, seizure and/or nationalisation.



14.24 INSOLVENCY OR FINANCIAL DEFAULT

Notwithstanding anything contained herein to the contrary, the Insolvency or Financial Default exclusions listed below are deemed to be cancelled and replaced by :

In no case shall this insurance cover :

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 Insured 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 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.

Warranted that :

The Insured act at all times as a prudent uninsured.

- (i) Exclusion 4.6 of the Institute Cargo Clauses (A), and (B).
- (ii) Exclusion 2.7 of the Institute Cargo clauses (Air) (excluding sendings by post).

14.25 INSTITUTE CLAUSES

The following Clauses - issued principally by the Institute of London Underwriters - and current at the attachment date of this Policy, form part of this insurance as applicable:

Institute Cargo Clauses (A)	CL.382 01/01/2009
Institute Cargo Clauses (B) 1/2/3 Deleted	CL.383 01/01/2009
Institute Malicious Damage Clause	CL.266 01/08/1982
Institute Strikes Clauses (Cargo)	CL.386 01/01/2009
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause	CL.370 10/11/2003
Institute Cyber Attack Exclusion Clause	CL.380 10/11/2003
Institute Replacement Clause	CL.161 01/01/1934
Institute Location Clause	

In the event of a conflict between any term contained in any of the above Institute Clauses and any term contained in this Policy, the term of this Policy shall prevail.

Amending Clauses

Any amending and/or replacing Clause and/or Clauses issued by the Institute of London Underwriters shall, subject to notice as provided for herein, amend and/or replace these Clauses.

14.26 LABELS CLAUSE

In the case of damage affecting labels, capsules or wrappers the Insurers, if liable therefore in terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the Insurers be liable for more than the insured value of the damaged subject matter.

14.27 LIQUOR AND DRUGS CLAUSE

Excluding all cover absolutely for any liability of the Insured arising whilst any vehicle is being driven by or in the control of any person whilst under the influence of intoxicating liquor or drugs (unless administrated by or prescribed by and taken in accordance with the instructions of a medical doctor) with the knowledge or the general consent of the Insured.

14.28 MALICIOUS DAMAGE CLAUSE

Where cover in the Policy is on other than All Risks Conditions as per the Institute Cargo Clauses (A) the Institute Malicious Damage Clause is included, save that, the words "In consideration of an additional premium" are deleted there from.



14.29 MARINE CYBER EXCLUSION

Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

14.30 NORTH MOZAMBIQUE INSURGENCY EXTENSION

Applicable to all insured risks, items, goods, merchandise and vessels located in the following areas only:

- Mtwara Region, Tanzania
- Cabo Delgado Province; Mozambique
- The waters 50 Nautical miles due East from the northern most and southern most coastal points in these regions respectively

Cover under this policy absolutely excludes cover afforded by the following clauses:

- Institute War Clauses (Cargo) CL385
- Institute War Clauses (Sendings by Post) CL390
- Institute War Clauses (Air Cargo) CL388
- Institute Strikes Clauses (Cargo) CL386
- Institute Strikes Clauses (Air Cargo) CL389
- Institute War and Strikes Clauses (Hulls-Time) CL281
- Institute War and Strikes Clauses (Yachts) CL329

14.31 NUCLEAR EXCLUSION CLAUSE

This policy does not cover any liability of the Insured for any loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by, or arising from:

14.31.1 ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

14.31.2 nuclear material, nuclear fission or fusion, nuclear radiation;

14.31.3 nuclear explosives or any nuclear weapon;

14.31.4 nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

14.32 OVERLOADING CLAUSE

Where a vehicle is carrying a load in excess of the weight which is legally permissible for a vehicle of that type, in accordance with current legislation at time of loss, cover in terms of this policy is excluded absolutely.



14.33 PAIRS AND SETS CLAUSE

Where the subject matter insured under this policy consists of articles forming a pair or set, this insurance is not to pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set and not more than the proportionate part of the insured value of the pair or set.

14.34 PLANT, MACHINERY, ELECTRICAL EQUIPMENT AND APPLIANCES

Excluding liability of the Insured for the loss of or damage to goods as a result of Mechanical and/or Electrical and/or Electronic Breakdown Failure or Derangement unless caused by the fault of the Insured.

14.35 PRE-EXISTING DAMAGES OR LOSSES CLAUSE

It is a condition of this policy that the Driver and/or the Driver assistant must check all cargo and containers on receipt from the point of dispatch and that any outwardly visible physical damage or signs of tampering with the cargo or packaging or container seals are duly endorsed and noted on the collection documentation and signed by both the dispatch officer as well as the driver

14.36 PROTECTION OF CARGO CLAUSE

All tarpaulins, sheets, ropes, nets, dunnaging, packing materials and containers used, by the Insured, for the protection of the subject matter insured herein are in a sound and (where applicable) water repellent condition – and suitable for the use intended.

14.37 RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE:

This insurance excludes liability of the Insured for loss of or damage to goods as a result of radioactive contamination and the like as per the terms and conditions of the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL.370 dated 10.11.2003)

14.38 REPAIRERS

The Insured has the option of nominating the repairers to be employed (including themselves) where repairs by any other party would prejudice the manufacturers' and/or suppliers' guarantees and/or warranties and the like.

14.39 ROAD VEHICLE SPECIAL CONDITIONS

The following special conditions shall apply when subject matter is conveyed by vehicles operated by the insured.

1) Security Clause

In no case shall this insurance cover theft, pilferage or any attempt thereof of the subject matter insured whilst left unattended in the carrying vehicle unless:

- All doors, windows, vents or openings through which access may be gained to any such vehicle(s) be securely closed and locked except during the process of loading and unloading, and keys removed
- All alarms and/or immobilisers are properly and adequately maintained and armed:
- All contents are hidden from sight
- In respect of open and/or flat backed and/or tarpaulin covered vehicles or the like, someone is in attendance at all times.

2) Overnight Security Clause

Excluding theft of pilferage or any attempt thereof from road vehicle(s) whilst stopped overnight unless the vehicle is contained in a securely locked up garage or security compound, and such theft or pilferage or attempt thereof follows actual forcible and violent entry into such garage or security compound



14.40 SALVAGE DISPOSAL CLAUSE

In the event of loss or damage recoverable under this Policy, the Cargo Owner must take all reasonable steps to mitigate its loss and to sell the damaged goods for the best possible salvage price under the circumstances, with the prior written approval of the Insurers. Should the Cargo Owner fail to do so, the Insurers will nevertheless be entitled to reduce the claim payable under the policy by an amount equivalent to a reasonable salvage.

14.41 SALVAGE LOSS CLAUSE

In the event of an allowance not being agreed to or repairs not being possible claims are to be adjusted on the basis of salvage loss whereby settlement is the insured value as defined under the Basis of Valuation herein less net proceeds of the salvage sale.

14.42 SANCTION LIMITATION AND EXCLUSION CLAUSE (11/08/10 JC2010/014)

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

14.43 SORTING CHARGES

It is agreed that, in the event of the Insured and/or consignee complying with the surveyor's instructions to separate shipping packages showing signs of external damage from the sound packages to ascertain possible loss arising from a peril insured against, such expenses as approved by the surveyor shall be for the account of the Underwriters even though a claim may not subsequently result hereunder.

14.44 SPARES AND ACCESSORIES WARRANTY

In the event of a damages claim recoverable in terms of the policy for second-hand and/or other than new goods, it is a warranty that spares and accessories must be freely available in respect of second-hand and/or other than new goods and that the second-hand and/or other than new goods is not obsolete and/or redundant stock that bears no monetary value

14.45 TARPULINS, SHEETS, ROPES, NETS, DUNNAGING CLAUSE

This Policy excludes liability in respect of physical loss of or damage to tarpaulins, sheets, ropes, nets, dunnaging and similar load securing equipment and/or any liability to third parties howsoever incurred

14.46 TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

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

Either

- 14.46.1.1 as per the transit clauses contained within the Policy, or
- 14.46.1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, or
- 14.46.1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 14.46.1.4 in respect of marine transits, 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, or
- 14.46.1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,



whichever shall first occur.

14.46.2 If this Policy of 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.

14.46.3 This clause is subject to SOUTH AFRICAN law and practice.

14.47 THE STANDARD S.A.I.A. EXCEPTIONS

Applicable to all storage risks within the Republic of South Africa outside the scope of cover granted by the Duration Clause (including any agreed increase in the number of stated days) in Institute Strikes Clauses.

This policy does not cover loss damage or liability directly caused by related to or in consequence of:

- (A) (i) Civil commotion labour disturbances riot strike lockout or public disorder or any act or any activity which is calculated or directed to bring about any of the above.
(ii) War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war.
(iii) (a) Mutiny military rising military or usurped power martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
(b) Insurrection rebellion or revolution.
(iv) Any act (whether on behalf of any organisation body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial local or tribal authority with force or by means of fear terrorism or violence.
(v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial local or tribal authority or for the purpose of inspiring fear in the public, or any section thereof.
(vi) any attempt to perform any act referred to in clause (iv) or (v) above
(vii) the act of any lawfully established authority in controlling preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i)(ii)(iii)(iv)(v) or (vi) above

if the Insurers allege that by reason of Clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this Exception, loss damage or liability is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- (B) This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

14.48 UNAUTHORISED PERSONS CLAUSE

Excluding loss or damage caused by theft, hijacking, armed robbery, hold-up or forcible violent theft arising during the course of transit whilst any person(s), not permanently employed by the Insured, is on or in the conveying vehicle with the knowledge or the consent of the Insured

14.49 VAT

14.49.1 All amounts and limits stated in the policy are VAT exclusive unless stated otherwise.

14.49.2 The Insurers will settle claims as per policy terms and conditions applicable plus VAT where the Insured is obliged to pay such in terms of the South African Legislation subject however to the **MAXIMUM LIMIT OF INDEMNITY any ONE CONVEYANCE OR ONE OCCURRENCE**

14.50 VEHICLE ROAD WORTHINESS

It is a condition of this policy that the Insured shall comply with the requirements of the Road Traffic Act 1999 (Act No. 29 of 1989) as amended and/or any subsequent legislation and must hold valid certificate of fitness at the time of loss.



14.51 DEMONSTRATION AND EXHIBITION EXCLUSION

2o cover is in force under this Policy whilst subject matter insured is being demonstrated or is on exhibition.

14.52 PROCESS EXCLUSION

No claim to attach hereto for damage to subject matter insured which may be sustained whilst the same is under any process and directly resulting therefrom.

14.53 U.S.A. & CANADA ENDORSEMENT FOR THE INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10.11.03 (USCAN B) 29.01.04

This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10.11.03 (RACCBE). The inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A., or any province or territory of Canada, to the fullest extent permitted by applicable law.



INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks

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

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
 - 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.



7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,

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

Termination of Contract of Carriage

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

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this *must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.



CLAIMS

Insurable Interest

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

Forwarding Charges

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

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

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

15. This insurance
- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
- 15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

Waiver

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



AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to 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.

01/01/2009
CL382



INSTITUTE CARGO CLAUSES (B)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
 - 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress
 - 1.1.6 earthquake volcanic eruption or lightning,
 - 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea lake or river water into vessel craft hold conveyance container or place of storage,
 - 1.3 total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

General Average

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

"Both to Blame Collision Clause"

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

EXCLUSIONS

4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
 - 4.8 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.



5. 5.1 In no case shall this insurance cover loss damage or expense arising from
- 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat
- 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
- 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
- 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 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.



Termination of Contract of Carriage

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

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, this
- must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

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

Forwarding Charges

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

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

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

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured
- under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

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

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



BENEFIT OF INSURANCE

15. This insurance

15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

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

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

and

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to 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.

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CL383

1/1/34

INSTITUTE REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if



incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

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

CL.161



RISKS COVERED

Risks

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

General Average

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

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
 - 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION



Transit Clause

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

Termination of Contract of Carriage

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

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value



9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

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

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

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

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

MINIMISING LOSSES

Duty of Assured

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

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

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

Waiver

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:- *Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.*

01/01/2009
CL386



(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE MALICIOUS DAMAGE CLAUSE

In consideration of an additional premium, it is hereby agreed that the exclusion "deliberate damage to or deliberate destruction of the subject matter insured or any part thereof by the wrongful act of any person or persons" is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts vandalism or sabotage, subject always to the other exclusions contained in this insurance.

CL. 266



**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS
EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this contract 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.

CL. 370



INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 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 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.

CL. 380



Claims hereunder are payable in

By

In the event of loss or damage which may give rise to a claim under this policy or certificate, immediate notice must be given to

In order that they may, if necessary, appoint a Surveyor

IMPORTANT

PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.

If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage by apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

DOCUMENTATION OF CLAIMS

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

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

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