



Policy wording

Goods in Transit Domestic and Worldwide Sendings

April 2021

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Welcome to AXA

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Your Policy

The Company in consideration of the payment of the premium shall provide Insurance against loss, destruction, damage or liability occurring at any time during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the operative Sections of the Policy as shown in the Schedule subject to the exclusions, provisions and conditions of the Policy plus any additional Endorsements shown on the Schedule.

The Policy and the Schedule should be read together as one contract and the Proposal Form/ Statement of Fact made by the Insured is the basis of the contract.

Important

We recommend You read this Policy together with Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser.

Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 39.

The law applicable to this Policy

You and We can choose the law which applies to this Policy. We propose that the Law of England and Wales apply. Unless We and You agree otherwise, the Law of England and Wales will apply to this Policy.

Definitions

Wherever the following words and phrases appear in the Policy they will always have these meanings -

Any One Event/Location

Any one occurrence or series of occurrences in one place and or attributable to one original cause.

Consignment

All Property sent at one time in more than one package in one load to the same destination.

Enclosed Premises

A locked building or a compound bounded on each side by a substantial wall, fence or similar structure and having a locked gate.

Excess

The amount for which You are responsible as the first part of each claim or incident.

Package

All Property sent in one self-contained parcel.

Policy

This Policy and the Schedule, the Proposal, and any endorsement attached or issued.

Property/The Subject Matter Insured

Goods and tools belonging to You or for which You are responsible relating to the business shown in the Schedule, except for any property specifically excluded by this Policy.

Proposal

The signed form/statement of fact and declaration and any additional information supplied to Us by You or on Your behalf.

Schedule

A separate sheet which comes to You with the Policy. Amongst other things it shows Your name, business and extensions and special clauses in force.

Vehicle

Motor vehicles, articulated vehicles, trailers and semi-trailers.

We/Us/Our/the Underwriters

AXA Insurance UK plc.

You/Your(s)/Yourself/the Assured

The person(s) or company shown in the Schedule as the Insured.

Section 1 – Inland Transit

We agree to insure You against:-

Loss of or damage to Property in transit to destinations within the Territorial Limits, whilst carried by the means of conveyance shown in the Schedule.

Cover commences when the Property is lifted immediately prior to despatch or loading and continues until arrival at destination including unloading.

Cover includes temporary housing in the course of transit whether on or off the means of conveyance.

It does not include temporary housing of Property unloaded from a Vehicle at any premises owned or rented by You.

Cover includes incoming supplies and Property consigned to You from addresses within the Territorial Limits if it is Your responsibility provided that You include the value in the estimate You supply and declarations You provide.

Territorial Limits

Anywhere in or between England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland including sea crossings.

The maximum We will pay under this section including any extensions for Any One Event shall be the amount shown in the Schedule as the Limit One Event.

Extensions

These only apply if shown in the Schedule.
Subject otherwise to the terms and conditions of the section.

1 Vehicles operated by You

The following additional cover is provided subject to the limitations and requirements shown.

a) Expenses

We will pay expenses reasonably incurred for which You are responsible in:

- i) the removal of debris and site clearance of Property damaged whilst in transit from the immediate area of the site where the damage occurred
- ii) transferring property to any other Vehicle following fire, collision, overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- iii) reloading onto the Vehicle any Property which has fallen from the Vehicle
- iv) resecuring the Property where there is dangerous movement of the load in transit.

b) Ropes and Sheets

We will pay for loss or damage (excluding wear and tear) to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials which belong to You or for which You are responsible whilst carried on any Vehicle described in the Schedule.

c) Reinstatement of Sum Insured

We will automatically reinstate the Vehicle sum insured as shown in the Schedule from the date of any loss, unless written notice to the contrary is given by Us. You may be required to pay extra premium and if the loss has resulted from theft We may require You to fit additional protective devices to the Vehicle.

d) Personal Effects

In the event of the payment of a claim under this section for Property, We will pay up to £100 for loss of or damage to drivers' personal effects (excluding wear and tear) whilst they are in Vehicles operated by You, but We will not pay for audio/visual/telecommunication equipment or clothing, watches and jewellery whilst being worn.

e) Temporary Vehicle Substitution

If Your Vehicles are individually specified in the Schedule We will insure Property carried in any similar road Vehicle subject to the section terms and security requirements when Your own Vehicle is out of use undergoing repair, maintenance or testing.

Limitations and Requirements

- i) We will not pay for loss or damage to Property during any erection, dismantling or installation.
- ii) If at the time of any loss or damage the value of the Property is greater than the sum insured shown in the Schedule then We will only pay a proportionate share of the claim. This will be the amount that the Vehicle Sum Insured bears as a proportion to the value of the Property.
- iii) If Your Vehicles are left unattended, You must ensure that all doors and the boot are securely locked and windows and other openings are securely closed.

2 Travellers Samples

We agree to insure You against loss or damage to travellers samples when they are temporarily removed from the Vehicle and kept in any stockroom, hotel or private dwelling house provided that they remain in the custody or control of You or Your employees.

3 Property on approval with customers

We agree to insure You against loss of or damage to Property whilst

- a) in transit to or from Your customers premises on approval
- b) on the customers premises
within the Territorial Limits excluding loss or damage when in use.
We will pay up to £20,000 under this extension for Any One Event.

4 Property on demonstration

We agree to insure You against loss of or damage to Property whilst

- a) in transit to or from any premises for the purpose of demonstration
- b) on the premises where the demonstration takes place
within the Territorial Limits excluding loss or damage caused during the demonstration itself.
We will pay up to £20,000 under this extension for Any One Event.

5 Exhibitions

We agree to insure You against loss of or damage to Property and stands belonging to You or for which You are responsible whilst at exhibition within the Territorial Limits including transit to and from the exhibition but excluding

- i) loss or damage due to atmospheric, climatic or weather conditions of any kind or due to flood
- ii) loss or damage to machinery due to its own running or operation
- iii) breakage of china, glass, scientific instruments or any other Property of a brittle or fragile nature unless resulting from fire.

6 Packers premises

We agree to insure You against loss of or damage to Property whilst

- a) in transit to or from packers premises
- b) on the packers premises
within the Territorial Limits excluding loss or damage caused during the process of packing.
We will pay up to £20,000 under this extension for Any One Event.

7 Outworkers premises

We agree to insure You against loss of or damage to Property whilst

- a) in transit to or from Your outworkers premises
- b) on the outworkers premises
within the Territorial Limits excluding loss or damage caused during any work process.
We will pay up to £20,000 under this extension for Any One Event.

General Exclusions

These exclusions apply to the whole section.

- 1) The section does not cover any loss or damage to Property directly or indirectly caused by or arising from:
 - a) pressure waves caused by aircraft or other aerial devices
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
 - d) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - e) delay.
- 2) The Policy does not cover:
 - a) any indirect or consequential loss
 - b) natural deterioration
 - c) the deterioration of Property conveyed in frozen, chilled or insulated condition due to:
 - i) faulty stowage
 - ii) incorrect setting or operation of the equipment
 - iii) variations in temperature unless directly caused by fire, accident (but not breakdown) to the conveying vehicle, theft or attempted theft.

Special Clauses

These only apply if shown in the Schedule in respect of Vehicles operated by You.

A Overnight Theft Restriction

This section does not cover theft or attempted theft from any unattended Vehicle between 9pm and 6am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance. It will be up to You to prove that any theft or attempted theft occurred before 9pm or after 6am.

B Forcible Entry to Vehicle Restriction

This section does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle.

C Immobiliser Requirement

You must ensure that all Your Vehicles are fitted with a key operated immobiliser approved by Us, and that whenever the Vehicles are left unattended the immobiliser is put into operation.

D Alarm Requirement

You must have Your Vehicles fitted with an alarm approved by Us. The alarm system must always be switched on and operational when the Vehicles are left unattended. You must have the alarm system regularly serviced and maintained by a qualified person approved by Us. You must not make any alterations to the alarm system without Our agreement.

E Never Left Unattended Requirement

When Vehicles are carrying Property You must ensure that they will not be left unattended and will always be guarded by You or a responsible able bodied adult.

G Exclusion of Theft Cover in London

This section does not cover theft or attempted theft which occurs within the perimeter of the M25.

H Exclusion of Travellers Samples

This section does not cover travellers samples.

I Exclusion of Specified Property

The value of Property in Vehicles operated by You can be omitted from the annual declaration.

Section 2 - Marine

We agree to insure You against:-

Loss of or damage to Property in transit to or from destinations shown in the Schedule whilst carried by the means of conveyance shown in the Schedule in accordance with the Institute Clauses contained in this section relevant to the particular means of conveyance.

We will cover other destinations not shown in the Schedule provided that the terms and conditions are agreed between You and Us prior to despatch.

Institute Clauses

The Institute Clauses referred to are those current at the time of issuing this Policy but where the clauses are revised during the currency of this Policy the Institute Clauses current at the time of commencement of the transit shall apply with or without notice.

F.O.B./F.O.A. Consignments

We agree to insure You against loss of or damage to Property which is consigned on F.O.B. or F.O.A. terms and whilst temporarily stored awaiting shipment on any quayside or in any dock or airport store up to but not exceeding a period of 30 days.

Institute English Jurisdiction Clause

This insurance shall be subject to the exclusive jurisdiction of the English Courts, except as may be expressly provided herein to the contrary.

General Exceptions

This section does not cover any loss or damage to Property directly or indirectly caused by or arising from:

- a)** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b)** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly or nuclear component
- c)** any weapon of war employing atom or nuclear fission and/or other like reaction or radioactive force or matter.

Institute Classification Clause

01/01/2001

Qualifying Vessels

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

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be applied.

Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

Age Limitation

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

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

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

or

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

Craft Clause

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

National Flag Society

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

Prompt Notice

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

Law and Practice

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

Institute Cargo Clauses (A) 1/1/82

Risks Covered

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

Exclusions

- 4 In no case shall this insurance cover:
 - 4.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
 - 4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5
 - 5.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
- 6 In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 7 In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any terrorist or any person acting from a political motive.

Duration

8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

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

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

8.1.2.1 for storage other than in the ordinary course of transit

or

8.1.2.2 for allocation or distribution,

or

8.1.3 on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

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

8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment

and during any variation of the adventure arising from the exercise of a liberty granted to ship owners or charterers under the contract of affreightment.

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

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

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

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

Claims

11 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

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

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

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

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

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

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

- 14.2** Where this insurance is on Increased Value the following clause shall apply:
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability

under this insurance shall be in such proportions as the sum insured herein bears to such total amount insured.

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

Benefit of Insurance

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

Minimising Losses

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

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

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

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

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

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.

Institute Cargo Clauses (AIR) (excluding sendings by post) 1/1/82

Risks Covered

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

Exclusions

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

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 3.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 4 In no case shall this insurance cover loss damage or expense
 - 4.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 4.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 4.3 caused by any terrorist or any person acting from a political motive.

Duration

- 5 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,
 - 5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 5.1.2.1 for storage other than in the ordinary course of transit
or
 - 5.1.2.2 for allocation or distribution
or

- 5.1.3** on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 5.2** If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3** This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 6** If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
- 6.1** until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or
- 6.2** if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

Claims

- 8 8.1** In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss
- 8.2** subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 9** Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.
- This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 on page 16 and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.
- 10** No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

11 11.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

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

Benefit of Insurance

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

Minimising Losses

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

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

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

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

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

Avoidance of Delay

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

Law and Practice

16 This insurance is subject to English law and practice.

Institute War Clauses (Cargo) 1/1/82

Risks Covered

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

Exclusions

- 3 In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2)

- 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
- 3.7 any claim based upon loss of or frustration of the voyage or adventure
- 3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or other like reaction or radioactive force or matter.
- 4
 - 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
 - 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

Duration

- 5
 - 5.1 This insurance
 - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel
and
 - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,
or
on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;

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

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

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

- 6 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.
- 7 **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

Claims

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

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

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

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

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

Benefit of Insurance

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

Minimising Losses

- 11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 11.1** to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 11.2** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

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

Avoidance of Delay

- 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.

Institute War Clauses (sendings by post)

1/1/82

Risks Covered

- 1 This insurance covers, except as provided in Clause 3 below, loss of or damage to the subject matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

Exclusions

- 3 In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

- 3.6 any claim based upon loss of or frustration of the voyage or adventure
- 3.7 loss damage or expense arising from any hostile use of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Duration

- 4 This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part is delivered to the address on the postal package(s) when this insurance shall terminate.
- 5 **Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.**

Claims

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

Minimising Losses

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

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

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

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

Avoidance of Delay

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

Law and Practice

10 This insurance is subject to English law and practice.

Institute War Clauses (Air Cargo) (excluding sendings by post) 1/1/82

Risks Covered

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
 - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above and the consequences thereof or any attempt thereat
 - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

Exclusions

- 2 In no case shall this insurance cover
 - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of

the owners managers charterers or operators of the aircraft

- 2.8 any claim based upon loss of or frustration of the voyage or adventure
- 2.9 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Duration

- 3 3.1 This insurance
 - 3.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
 - 3.1.2 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur; nevertheless, subject to prompt notice to the Underwriters and to an additional premium, such insurance
 - 3.1.3 reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
 - 3.1.4 terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

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

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

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

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

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

given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

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

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

thereafter such insurance terminates in accordance with 3.1.4.

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

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

- 4** Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.
- 5** **Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.**

Claims

6 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

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

7 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

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

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

Benefit of Insurance

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

Minimising Losses

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

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

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

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

Avoidance of Delay

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

Law and Practice

12 This insurance is subject to English law and practice.

Institute Strikes Clauses (Cargo)

Risks Covered

- 1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any person acting from a political motive.
- 2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

Exclusions

- 3 In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

- 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
- 3.8 any claim based upon loss of or frustration of the voyage or adventure
- 3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

- 4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

Duration

- 5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein

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

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

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

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

Benefit of Insurance

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

Minimising Losses

- 11** It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 11.1** to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
 - 11.2** to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 12** Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Avoidance of Delay

- 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.

Institute Strikes Clauses (Air Cargo)

1/1/82

Risks Covered

- 1 This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any terrorist or any person acting from a political motive.

Exclusions

- 2 In no case shall this insurance cover
 - 2.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 'packing' shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
 - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
 - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
 - 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout,

labour disturbance, riot or civil commotion

- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 loss damage or expense arising from the use of any weapon or war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 2.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

Duration

- 3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
 - 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 3.1.2.1 for storage other than in the ordinary course of transit
 - or
 - 3.1.2.2 for allocation or distribution
 - or
 - 3.1.3 on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.
- 4 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur, or
- 4.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

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

Claims

- 6 6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2 Subject to 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 7 7.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 7.2 **Where this insurance is on Increased Value the following clause shall apply:** The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

Benefit of Insurance

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

Minimising Losses

- 9 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and
- 9.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 10 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Avoidance of Delay

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

Law and Practice

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

General Clauses

Applicable to the whole Policy

1 Basis of Valuation

Section 1 – The valuation of Property shall be invoice cost unless otherwise stated in the Schedule. If an invoice has not been raised, the basis of valuation shall be the value of the Property at the time of commencement of the transit.

Section 2 – The valuation of Property shall be in accordance with the basis of valuation shown in the Schedule.

2 Premium Adjustment

We collect a deposit premium from You based on estimates You supply as shown in the Schedule. You have to provide a declaration of the actual figures in accordance with the basis of valuation for the last period of insurance as soon as possible after that period has ended. The actual premium for the period is then calculated subject to the minimum premium shown in the Schedule.

You agree to keep accurate records of all figures which are subject to adjustment, and if We ask, You must allow us to inspect such records.

If You fail to provide accurate figures We may refuse to meet any claim. Under Section 2 of this Policy, the minimum premium includes a charge for cover in accordance with Institute War and Strikes Clauses at the current Market Scale rates and We reserve the right to amend the annual adjustment premium or the minimum premium should there be any alterations to the Scale rates during the term of the Policy.

3 Machinery Replacement

In the event of loss of or damage to any part of a machine which when complete for sale or use consists of several parts, We will only pay for the value of the part actually lost or damaged including any replacement charges but excluding duty unless full duty is included in the amount declared in accordance with the basis of valuation in which case loss, if any, sustained by payment of additional duty shall also be recoverable. However We will not pay more than the declared value of the complete machine.

General Exclusions

Applicable to the whole Policy

The Policy does not cover:

- a) loss of or damage to money, securities for money (which include certificates of bond, stock certificates, bills of exchange, promissory notes), stamps, watches, precious stones, jewellery, bullion, nuclear fuel, nuclear waste
- b) loss of or injury to living creatures
- c) electrical or mechanical derangement of electrical, scientific and computer equipment unless caused by impact.

General Conditions

It is a condition of the Policy that You comply with the following procedures -

1 Observance of Terms

It is a condition precedent to any liability on Our part under this Policy that the terms of the Policy so far as they relate to anything to be done or complied with by You shall be duly and faithfully observed.

2 Material Facts

You shall give immediate notice to Us of any facts which materially alter the risk insured in this Policy.

3 Your Duty of Care

You must take all reasonable care to prevent/ minimise loss or damage including the maintenance of security precautions when the Property is in Your custody. You must also take reasonable care when selecting employees.

4 Cancellation

Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address. Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported Us during the current Period of Insurance.

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on your Policy schedule.

This right does not apply at the first or any subsequent renewal of the Policy.

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given.

5 Policy Administration Fees Condition

We may charge You an administration fee if We

- make any changes to the Policy on Your behalf
- agree to cancel the Policy, or
- are requested to print and re-send the Policy documents to You.

We will not make a charge without informing You.

6 Other Insurances

If at the time of a claim there is any other insurance arranged by You or on Your behalf, covering anything insured under this Policy, We shall be liable only for a proportionate share. If the other insurance is more specific, then this Policy will only apply after the other insurance has been exhausted.

7 Fraud

If You or anyone acting for You:

- 1 knowingly make a fraudulent or exaggerated claim under Your Policy;
- 2 knowingly make a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a) refuse to pay the claim;
- b) declare the Policy void, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that We have already paid under the Policy in respect of the claim and any previous claims.

We may also inform the police of the circumstances.

8 Instalments Clause

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice.

If the premium on this Policy is payable by the Company's Budget Plan and during the current Period of Insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full. In such case monthly collections must continue or a one off payment agreed to settle the outstanding amount.

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments. Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf.

Any instalments payments legitimately taken prior to the notification of cancellation of the budget agreement will be retained. Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation.

Claims Conditions and Procedures

It is a condition of the Policy that You comply with the following procedures -

1 Notification of Claims

In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately

- a) give written notice with full particulars to Us including supporting documents and proofs
- b) forward to Us upon receipt every letter, claim, writ, summons or process
- c) tell the police if there has been a theft, attempted theft or criminal damage
- d) if loss or damage is caused by a carrier You should notify the carrier immediately You are aware of the loss or damage and You may be asked to complete the carrier's claim form. Any compensation You subsequently receive from a carrier should be paid to Us if We have paid the claim
- e) in respect of claims under Section 2 (Marine) You are also required:-
 - i) to claim immediately on the carriers, port authorities or other bailees for any missing packages
 - ii) to apply immediately for survey by carriers' or other bailees' representative if any loss or damage is apparent, and claim on the carriers or other bailees for any actual loss or damage found at such survey
 - iii) in no circumstances, except under written protest, to give clean receipts where Property is in doubtful condition
 - iv) to give notice in writing to the carriers or other bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery. For claims under Section 2 (Marine) the supporting documents should include where applicable:-
 - v) original or copy shipping invoices, shipping specification or weight notes
 - vi) original Bill of Lading and/or contract of carriage

- vii) survey report or other documentary evidence
- viii) landing account and weight notes at final destination
- ix) correspondence exchanged with the carriers and other parties.

2 Claims Control

- a) no admission, offer, promise, payment or indemnity shall be made or given by You on Your behalf without Our written consent
- b) We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name at Our own expense and for Our benefit any claim for indemnity or damages or otherwise
- c) We shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- d) You shall give all information and assistance that We may require
- e) We have the right to take possession of Property insured under this Policy which is affected by a claim. You cannot abandon Property to Us.

3 Basis of Claims Settlement

This will normally be a payment in money in accordance with the basis of valuation but We have the option to repair, replace or reinstate Property lost or damaged.

If the lost or damaged Property is not new We will take off an amount for wear, tear and depreciation.

In the event of loss or damage to any part of a machine which when complete for sale or use consists of several parts, We will only pay for the value of the part actually lost or damaged including any replacement charges.

Making a Complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If Our service does not meet Your expectations We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response.

How to make Your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department You are dealing with. If Your complaint relates to a claim on Your Policy, please contact the department dealing with Your claim. If Your complaint relates to anything else, please contact the agent or AXA office where Your Policy was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively You can write to Us at

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Telephone: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When You make contact please tell Us the following information:

- Name address and postcode, telephone number and e-mail address (if You have one)
- Your policy and/or claim number, and the type of policy You hold
- The name of Your insurance agent/firm (if applicable)
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

The Financial Ombudsman Service



Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Telephone: **0800 023 4567***
or **0300 123 9123****
Fax: **0207 964 1001**



Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to You

We will

- Acknowledge written complaints promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of progress of Your complaint
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service.

Telephone calls may be monitored or recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

**This document is available in
other formats.**

If you would like a Braille, large print
or audio version, please contact your
insurance adviser.

www.axa.co.uk

