PACIFIC & ORIENT INSURANCE CO BERHAD
Registration No. 197201000959 (12557-W)
A Member Of The Pacific & Orient Group
HEAD OFFICE : 11th Floor, Wisma Bumi Raya, No. 10, Jalan Raja Laut, P.O. Box 10953, 50730 Kuala Lumpur
SST Registration No./CP W10-1808-3102180
TEL:03-26985033 FAX:03-26938145
INTERNET : www.poi2u.com
TOLL FREE NO: 1800 88 2121

MARINE CARGO INSURANCE POLICY

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

We Pacific & Orient Insurance Co Berhad (hereinafter referred to as "the Company"), hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against loss damage liability or expense in the proportions and manner herein provided.

Notwithstanding anything contained herein or attached hereto to the contrary, this insurance is understood and agreed to be subject to English law and practice only as to liability for the settlement of any and all claims.

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

NOW THIS POLICY WITNESSETH that the Company take upon ourselves the burden of this Assurance and promise and bind ourselves to the Assured for the true performance and fulfilment of the contract contained in this Policy.

IN WITNESS WHEREOF this Policy has been signed on the Policy Schedule on behalf of the Company.

IMPORTANT NOTICE

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 be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

5. To give notice 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 certified copy of shipping invoices, together with shipping specification and/or weight notes.
3. Original or certified copy of 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 port of discharge and final destination.

INSTRUCTIONS FOR SURVEY

In the event of loss or damage which may involve a claim under this Policy, no claim shall be paid, unless immediate notice of such loss or damage has been given to and a Survey Report obtained from this Company's Officer or Agents specified in this Policy

No claim for loss by theft &/or pilferage shall be paid hereunder unless notice of survey has been given to this Company's officer or agents whithin 10 days of the expiry of this insurance.

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Important Notice

Every effort will be made by **our** company to fulfil our obligation under the policy. If **you** are unhappy or dissatisfied with our service or have any complaints, **you may** call or write to the following:

1) Complaints Unit
Pacific & Orient Insuranc Co Berhad
Reg No.19721000959 (No.12557W)
11th Floor, Wisma Bumi Raya
No.10, Jalan Raja Laud
Tel : 03-2698-5033
Fax : 03-2694-4209
E-mail : pob@pacific -orient.com

2) The Financial Mediation Bureau
Level 25, No.4,
Jalan Sultan Sulaiman,
50000 Kuala Lumpur
Tel : 03-2272 2811
Fax : 03-2274 5752
Website : www.fmb.org.my

3) Bank Negara Malaysia
Insurance Regulation Dept
The Customer Services Bureau
P 0 Box 10922
Jalan Dato' Onn
50480 Kuala Lumpur
Tel No : 03-2698 8044 /
2698 9044
Fax No : 03-26945986

When there is a conflict or ambiguity as to the meaning in the English version or the Bahasa Malaysia version of any part of the contract, it is hereby agreed that the English version of the contract shall prevail.

ENDORSEMENT / CLAUSES /WARRANTIES

(not included in the Policy unless specified in the Schedule)

No	Description	
SC252S	**INSTITUTE CARGO CLAUSES (A) 1/1/82**	
	RISKS COVERED	
	1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.	Risks Clause
	2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 4, 5, 6 and 7 or elsewhere in this insurance.	General Average Clause
	3. This insurance is extended to indemnity the Assured against such proportion of liability under the contract of atfreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.	"Both to Blame Collision" Clause
	EXCLUSIONS	
	4. In no case shall this insurance cover 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 lifttvan 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	General Exclusions Clause
	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.	Unseaworthiness and Unfitness Exclusion Clause
	6. In no case shall this insurance cover loss damage or expense caused by 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power 6.2 capture seizure arrest 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.	War Exclusion Clause
	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.	Strikes Exclusion Clause

DURATION

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

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

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

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

8.1.2.2 for allocation or distribution

or

8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge.

whichever shall first occur.

8.2 If, after discharge overside from the 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 shipowners or charterers under the contract of affreightment.

9 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise-terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate 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 — Termination of Contract of Carriage Clause

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

or

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

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

CLAIMS

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

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

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

	This Clause 12 which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6, and 7 above and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servents.	
	13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.	Constructive Total Loss Clause
	14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss,and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	14.2 Where the 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 a claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
	BENEFIT OF INSURANCE 15. This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
	MINIMISING LOSSES 16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 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.	Duty of Assured Clause
	17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
	AVOIDANCE OF DELAY 18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	LAW AND PRACTICE 19. This insurance is subject to English law and practice. *Note :- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*	English Law and Practice Clause
SC253S	**INSTITUTE CARGO CLAUSES (B) 1/1/82** As Institute Cargo Clauses (A) above with Clauses 1, 4 and 6 deleted and substituted by the following:	

	RISKS COVERED 1. This insurance covers, except as provided in 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 liftvan 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. **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 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 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 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. 6. In no case shall this insurance cover loss damage or expense caused by 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat 6.3 derelict mines torpedoes bombs or other derelict weapons of war.	Risks Clause General Exclusions Clause War Exclusion Clause
SC254	**INSTITUTE CARGO CLAUSES (C) 1/1/82** As Institute Cargo Clauses (A) above with Clauses 1, 4 and 6 deleted and subsituted by the following: **RISKS COVERED** 1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, 1.1 loss of or damage to the subject-matter insured reasonably attributable to 1.1.1 fire or explosion 1.1.2 vessel or craft being stranded grounded sunk or capsized 1.1.3 overturning or derailment of land conveyance 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water 1.1.5 discharge of cargo at a port of distress, 1.2 loss of or damage to the subject-matter insured caused by	Risk Clause

	1.2.1 general average sacrifice 1.2.2 jettison	
	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 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 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 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.	General Exclusions Clause
	6. In no case shall this insurance cover loss damage or expense caused by 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power 6.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat 6.3 derelict mines torpedoes bombs or other derelict weapons of war.	War Exclusion Clause
SC255	**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 detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat 1.3 derelict mines torpedoes bombs or other derelict weapons of war.	Risks Clause
	2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.	General Average Clause
	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 of liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured 3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) 3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel 3.7 any claim based upon loss of or frustration of the voyage or adventure 3.8 loss damage or expense arising from any hostile use of any weapon of war	General Exclusions Clause

employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. 4.1 In no case shall this insurance cover loss damage or expense arising from — Unseaworthiness and Unfitness Exclusion Clause

unseaworthiness of vessel or craft

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

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

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

DURATION

5. 5.1 This insurance — Transit Clause

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

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

or

5.2.2 where the on-carriage is by aricraft, 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 orplace 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-carriage vessel for the voyage 5.3.2 in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4. 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters. 5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of atfreightment. (For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel).	
	6. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.	Change Of Voyage Clause
	7. Anything contained in this contract which is inconsistent with Clauses 3.7,3.8 or 5 shall, to the extent of such inconsistency, be null and void.	
	CLAIMS 8. 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. 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.	Insurable Interest Clause
	9. 9.1 if any increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value 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. 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.	Increased Value Clause
	BENEFIT OF INSURANCE 10. This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause

	MINIMISING LOSSES 11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 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.	Duty of Assured Clause
	12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
	AVOIDANCE OF DELAY 13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Resonable Despatch Clause
	LAW AND PRACTICE 14. This insurance is subject to English law and practice. *NOTE :- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation*.	English Law and Practice Clause
SC256	**INSTITUTE STRIKES CLAUSES (CARGO) 1/1/82**	
	RISKS COVERED 1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions 1.2 any terrorist or any person acting from a political motive.	Risks Clause
	2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.	General Average Clause
	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 3.10loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a	General Exclusion Clause

	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.	Unseaworthiness and Unfitness Exclusion Clause
	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, 5.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either 5.1.2.1 for storage other than in the ordinary course of transit or 5.1.2.2 for allocation or distribution or 5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur. 5.2 If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination. 5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.	Transit Clause
6.	It owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either 6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur or 6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with provisions of Clause 5 above.	Termination of Contract of Carriage Clause
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.	Change of Voyage Clause

	CLAIMS	Insurable Interest Clause
	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 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 amount insured under all other insurances.	Increased Value Clause
	9.2 Where this insurance is on Increased Value the following clause shall apply : The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
	BENEFIT OF INSURANCE 10. This insurance shall not inure to the benefit of the carrier or other bailee	Not To Inure Clause
	MINIMISING LOSSES 11. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder 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.	Duty Of Assured Clause
	12. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.	Waiver Clause
	AVOIDANCE OF DELAY 13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
	LAW AND PRACTICE 14. This insurance is subject to English law and practice. *NOTE :- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.*	English Law and Practice Clause
SC356P SC356S	**INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE** This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith 1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion or nuclear fuel. 1.2 the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof. 1.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive	

	force or matter.
SCCA007S	**PORT DELAY CLAUSE** Notwithstanding the provisions of Clause 8 of the Insitute Cargo Clauses, this insurance shall terminate on the expiry of 60 days from midnight on the day of arrival of the overseas vessel at the final port of discharge of the goods hereby insured if their discharge has not by then been completed. Thereafter subject to prompt notice being given to Underwriters the goods shall be held covered for a period and at a premium to be arranged. The period of up to 60 days specified above or any extension thereof shall nevertheless terminate immediately upon completion of discharge overside from the oversea vessel and continuation of cover shall thereupon be governed by the provisions of Clause 8 of the Institute Cargo Clauses or any amendments thereto. Arrival shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth and/or place within the Harbour Authority area. If such a berth and/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 discharge port to await a discharge berth.
SC369 SC371P	**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 agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms. **AGE LIMITATION** 2. Cargoes and/or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed. Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless they: 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age, or 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCs) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age. **CRAFT CLAUSE** 3. The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area. **NATIONAL FLAG SOCIETY** 4. A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country. **PROMPT NOTICE** 5. Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation. **LAW AND PRACTICE** 6. This insurance is subject to English law and practice.
SCCA009S	**DUTY CLAUSE** (Applicable only when import duty is separately insured under this Policy) Subject to the conditions of the Policy, this Company is liable to pay partial loss sustained on duty imposed on the goods insured hereunder, by reason of the perlis insured agianst, but subject to the Policy terms of average, and also to pay total loss if the goods are totally lost in accordance with Policy terms after duty is paid. In case of the insured amount of duty stated herein being in excess of the full amount of duty imposed on the goods insured hereunder according to the relevant regulations when they arrive at the final port of discharge named herein in sound condition, this Company's liability shall not exceed the amount of actual loss of duty. In case of the insured amount of duty stated herein being less than the full amount of duty mentioned above, this

	Company's liability shall not exceed such proportion of the loss sustained on duty as the former bears to the latter. The Assured shall, when this Company so elects, surrender the goods to the Customs Authorities and avoid duty payment and in case of any reduction in duty the amount so reduced shall be deducted in setting any loss for which this Company may be liable.
SC272P SCCA010S	**INSTITUTE THEFT, PILFERAGE AND NON-DELIVERY CLAUSE 1/12/82** (For use only with institute Clauses) In consideration of an additional premium, it is hereby agreed that this insurance covers loss or of damage to the subject-matter insured caused by theft or pilferage, or by non-delivery of an entire package, subject always to the exclusions contained in this insurance.
SCCA011S	**INSTITUTE DANGEROUS DRUGS CLAUSE** It is understood and agreed that no claim under this Policy will be paid in respect of drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless 1. the drugs shall be expressly declared as such in the Policy and the name of the country to which they are consigned shall be specifically stated in the Policy and 2. the proof of loss is accompanied either by a licence, certificate or authorisation issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into the country has been approved by that Government, or, alternatively, by a licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government and 3. the route by which the drugs were conveyed was usual and customary.
SC266P SC266S	**INSTITUTE MALICIOUS DAMAGE CLAUSE 1/8/82** 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 or 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.
SC161P SC161S	**INSTITUTE REPLACEMENT CLAUSE 1 /1 /34** (Applicable To machinery only) 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.
SCCA014S SCGT007P	**PAIR & SET CLAUSE** Where any insured item consists of articles in a pair or set this Policy is not to pay more than the value of any particular part of 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; nor more than a proportionate part of the insured value of the pair or set.
SCCA015S SGIT015P	**LABELS CLAUSE** (Applicable to labelled goods only) Warranted free from any claim in consequence of labels being washed off or damaged but to pay the cost of relabelling if the damage to, or loss of, labels is caused by a peril insured against.
SCCA016S	**ON-DECK CLAUSE** (Applicable to Non-containerised cargo only) Notwithstanding anything contained herein to the contrary, it is specially understood and agreed that, in the event of the interest hereby insured or part thereof being carried on deck, whether by the exercise of a liberty granted to shipowners of charterers under the contract of affreightment or not, the condition on such deckload shall by subject to institute Cargo Clauses (C) including washing overboard as from the commencement of this insurance.