1/1/82

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks Clause

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.

General Average Clause

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

"Both to Blame Collision" Clause

3 This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

General Exclusions Clause

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.

Unseaworthiness and Unfitness Exclusion 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.

War Exclusion Clause

6 In no case shall this insurance cover loss damage or expense caused by

- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 6.2 capture seizure arrest 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.

Strikes 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.

DURATION

Transit Clause

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 overside of the goods hereby insured from the oversea 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.

(Continued)

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 exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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

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 proportion as the sum insured herein bears to such total amount insured.

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

BENEFIT OF INSURANCE

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

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 p.ractice.

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

INSTITUTE WAR CLAUSES (CARGO)

RISKS COVERED

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

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or 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.

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

EXCLUSIONS

3 In no case shall this insurance cover — *General Exclusions Clause*

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

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

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

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

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

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

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

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

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

unseaworthiness of vessel or craft,

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

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

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

DURATION

5 5.1 This insurance — *Transit Clause*

5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an 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 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.

(Continued)

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 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 affreightment.

(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 "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.* — Change of Voyage Clause

7 **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

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 inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

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

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

---

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

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

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

Risks Clause

1.1 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.

General Average Clause

EXCLUSIONS

3 In no case shall this insurance cover

General Exclusions Clause

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

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

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

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

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

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

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

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

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

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

4 4.1 In no case shall this insurance cover loss damage or expense arising from
unseaworthiness of vessel or craft,
unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,
where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.

Unseaworthiness and Unfitness Exclusion Clause

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

DURATION

5 5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit Clause

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

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

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

5.1.2.2 for allocation or distribution,
or

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.

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

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or 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.

(Continued)

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate *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

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

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

7 Where, after attachment of this insurance, the destination is changed by the Assured, *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

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. — Insurable Interest Clause

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

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

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 inure to the benefit of the carrier or other bailee. — Not to Inure Clause

MINIMISING LOSSES

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

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

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

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

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14 This insurance is subject to English law and practice. — English Law and Practice Clause

---

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

---

10/11/2003

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS 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 of nuclear fuel

    1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

    1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

    1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

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

CL 370…

gig Bahrain
Bahrain Kuwait Insurance
البحرينية الكويتية للتأمين

10/11/03

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

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

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

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.

gig Bahrain Bahrain Kuwait Insurance B.S.C.

---

* For a current list of IACS Members and Associate Members please refer to the IACS website at www.iacs.org.uk

(JC 98/019 1 MAY 1998)

CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro Passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

1. passenger vessels transporting more than 12 passengers and

2. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

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

a) Either that such vessel was not certified in accordance with the ISM Code.

b) Or that a current Document of Compliance was not held by her owners or operators

as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

1/12/82

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE WAR CANCELLATION CLAUSE (CARGO)

The cover against war risks (as defined in the relevant Institute War Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses before the cancellation becomes effective. Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

CL. 271.

CUTTING CLAUSE

IN CASES WHERE USE CAN BE MADE BY CONSIGNEES OF BROKEN OR DAMAGED MATERIAL AFTER CUTTING OFF THE DAMAGED PARTS UNDERWRITERS TO PAY THE PROPORTIONAL VALUE OF THE PARTS CUT OFF PLUS REASONABLE COST OF CUTTING AND THE EXPENSES INCIDENTAL THERETO AND TO RECEIVE NET SALVAGE ON SUCH PROPORTION.

Computer Millennium Clause (Cargo)
-With Named Peril Extension-

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use of operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change of the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

This exclusion does not apply to:

1. Claims for loss of or damage to the subject-matter insured reasonably attributable to
    1) fire or explosion
    2) vessel or craft being stranded grounded sunk or capsized
    3) overturning or derailment of land conveyance
    4) collision or contact of vessel craft aircraft or conveyance with any external object other than water
    5) total loss of aircraft in flight
    6) discharge of cargo at a port of distress
    7) total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel craft or aircraft
    8) General average sacrifice
    9) Jettison or washing overboard
    10) Entry of sea lake or river water into vessel craft hold conveyance liftvan or place of storage

2. 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 elsewhere in this insurance.

Subject always to the terms, conditions, limits and exclusions contained elsewhere in this policy.

gig Bahrain
Bahrain Kuwait Insurance Co.

'LAND TRANSIT' CLAUSE (EXTENDED COVER)

RISK COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured whilst being conveyed by Land Conveyance except as provided in Clauses 2, 3, 4 and 5 below.

EXCLUSIONS

2. In no case shall this insurance cover
   - 2.1 loss, damage or expense attributable to willful 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).
   - 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 insolvency or financial default of the owners managers or operators of the Land Conveyance.
   - 2.6 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons.
   - 2.7 loss, damage or expense caused by mechanical breakdown or refrigerating machinery howsoever arising.
   - 2.8 loss, damage or expense arising from any use of atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
   - 2.9 loss, damage or expense caused by the loading or discharging of the subject-matter insured on or from the carrying Land Conveyance.
   - 2.10 loss, damage or expense proximately caused by delay, even though the delay may be caused by a risk insured against.

3. In no case shall this insurance cover loss, damage or expense arising from unroadworthiness of the Land Conveyance, unfitness of container or liftvan for the safe carriage of the subject-matter insured.

4. In no case shall this insurance cover loss, damage or expense caused by
   - 4.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
   - 4.2 capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat
   - 4.3 derelict mines, bombs, or other derelict weapons of war.

5. In no case shall this insurance cover loss, damage or expense
   - 5.1 caused by strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   - 5.2 resulting from strikes, lock-outs labour disturbances, riots or civil commotions
   - 5.3 caused by any terrorist or any person acting from a political motive

DURATION

6. This insurance commences with the loading of each package or unit onto the Land Conveyance at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

   6.1 on the unloading of each package or unit at the destination named herein.

   OR

   6.2 after 24 hours from the arrival of the Land Conveyance at the destination named herein whichever shall first occur.

   It is a warranty that the transit shall commence with reasonable dispatch.

CLAIMS

7. In the event of any accident covered under this insurance which will result in a claim, immediate notice must be given to the company and to the nearest police station to obtain the police report and if the accident occurs abroad, then, in addition to the above the incurred must contact the nearest Lloyds Agent or any other competent independent surveyor to conduct the necessary survey.

BENEFIT OF INSURANCE

8. This insurance shall not inure 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 ascertain the condition of the subject-matter insured on the waybill or any delivery order upon receipt from the Land Carrier or his representatives, and

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

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

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

AVOIDANCE OF DELAY

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

Nuclear Energy Risks Exclusion Clause (Marine) 1st January, 1989

This Contract excludes nuclear energy risks whether written directly or by way of reinsurance or via Pools or Associations. Under this contract the term "nuclear energy risks" means any first or third party insurance (other than workers' compensation or employers' liability) in respect of:

(i) nuclear reactor and nuclear power stations or plant;

(ii) any other premises or facilities concerned with:

- (a) the production of nuclear energy or
- (b) the production or storage or handling of nuclear fuels or nuclear waste;

(iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association but only to the extent of the requirements of the local Pool and/or Association;

(iv) nuclear or radioactive fuel, or nuclear or radioactive waste.

However, this Exclusion shall not apply

(a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):

- (i) for the storage of nuclear fuel - prior to the commencement of storage
- (ii) as regards reactor installations - prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool or association.

(b) to any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the 'high radioactivity' zone.

(c) to any insurance or reinsurance in respect of the Hulls of ships, aircraft or other conveyances.

(d) to any insurance or reinsurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste whilst in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

U.S.A. & CANADA ENDORSEMENT FOR THE

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-

CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE 10/11/03

This policy is subject to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). The inclusion of RACCBE in this policy is material to underwriters' willingness to provide coverage at the quoted terms, conditions and rates.

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

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

USCAN.B
29/01/04

bkic
Bahrain Kuwait Insurance

CARGO TERMINATION OF STORAGE IN TRANSIT CLAUSE
(for warehousing and or storage risks insured in the ordinary cause of transit)

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

1 Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured whilst being warehoused and /or stored, this cover is conditional upon such warehousing and /or storage being in the ordinary course of transit and, in any event, SHALL TERMINATE EITHER:

1.1. As per the transit clauses contained within the Policy,

or

1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4. in the respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge.

whichever shall first occur.

2 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

1/12/99 **AWRIS CARGO CLAUSES**
WAR AND S.R. &. C.C. -INLAND TRANSPORT
RISKS COVERED
1. This insurance covers, except as provided in Clauses 3,4 and 5 below, loss of or damage to the subject matter insured caused
by
1.1 war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power
1.2 capture, seizure, arrest, restraint or detainment arising from risks covered under I.I above, and the consequences thereof or any attempt thereat
1.3 derelict mines, missiles, bombs or other derelict weapons of war
1.4 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
1.5 any terrorist or any person acting from a political motive.
2. This insurance covers recovery and/or repair costs (limited to the sum insured hereunder) adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.
EXCLUSIONS
3. In no case shall this insurance cover
3.1 loss, damage or expense attributable to willful misconduct of the Assured
3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured
3.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
3.4 loss, damage or expense caused by inherent vice or nature of the subject matter insured
3.5 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
3.6 loss, damage or expense arising from insolvency or financial default of the owners, managers, hirers or operators of the conveyance
3.7 any claim based upon loss of or frustration of the transit and/or adventure
3.8 loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
3.9 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.
4. In no case shall this insurance cover loss, damage or expense arising from
4.1 confiscation, requisition, pre-emption
4.2 capture, seizure, arrest, restraint or detainment of the subject matter insured by the Government of the Country in which the Assured is domiciled
4.3 hijacking of the subject matter insured and/or the conveyance
4.4 the carriage by the conveyance of arms, ammunition or explosives manufactured as such.
5. 5.1 In no case shall this insurance cover loss, damage or expense arising from:
unroadworthiness of truck, lorry, tractor, trailer, or similar conveyance,
Unfitness of truck, lorry, tractor, trailer, conveyance, container or lift van for the safe carriage of the subject matter insured,
where the Assured or their servants are privy to such unroadworthiness or unfitness, at the time the subject matter insured is loaded therein.
5.2 It is warranted that the truck, lorry, tractor, trailer or similar conveyance is roadworthy and that the truck, lorry, tractor, trailer, conveyance, container or lift van is fit to carry the subject matter insured to destination. However, the Insurers waive any breach of this warranty unless the Assured or their servants are privy to such unroadworthiness or unfitness.
DURATION
6. 6.1 This insurance attaches from the time the subject matter insured and as to any part as that part leaves the warehouse, premises or place of storage at the place named herein for the commencement of the land transit and continues during the ordinary course of transit and terminates either
6.1.1 on delivery to the consignees or other final warehouse, premises or place of storage at the destination named herein or
6.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein,

which the Assured elects to use either
6.1.2.1 for storage other than in the ordinary course of transit
or
6.1.2.2 for allocation or distribution.
6.2 If the departure from the warehouse, premises or place of storage at the place named herein for the commencement of the transit has been delayed beyond the time stated when the insurance was effected, the Assured shall inform the Insurers of such delay as soon as he becomes aware thereof. Where an increase of the risk has occurred prior to the departure, the Insurers shall be entitled to an increase of premium corresponding to the increase of the risk.
6.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any diversion, forced unloading, reshipment or transshipment and during any variation of the transit arising from the exercise of a liberty granted to carriers or other bailees or forwarding agents under the contract of carriage.
6.4 For the purpose of this Clause 6. Land transit shall be deemed to include any waterborne crossing not exceeding 15 kilometers of any waterways, channels or straits en route provided that no other insurance policy is or shall be effected to cover any such waterborne crossing.
If any other insurance policy has been, is, or shall be effected covering any or all of the perils enumerated in Clauses 1.4 and 1.5 for part or all of the transit covered hereunder, then coverage hereunder in respect of those perils insured elsewhere only to attach. (subject always to Clauses 6.1 and 6.2 above) as and provided that coverage ceases under such other policy.
7. 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 goods as provided for in Clause 6 above, held covered for a maximum of 144 hours after arrival at such place of termination at a premium and on conditions to be arranged, subject to prompt notice being given to Insurers. Thereafter, if continuation of cover is requested, the insurance shall remain in force, on the same conditions as may have been agreed for the "held covered" period, subject to an additional premium if required by Insurers, either
7.1. until the goods are sold and delivered at such place or until the expiry of 14 days (and thereafter one further period of up to 14 days if requested by the Assured and agreed by Insurers subject to a further additional premium if required) after arrival of the goods hereby insured at such place whichever shall first occur
or
7.2. if within the said period of 14 days (or within any further period in so far as such further period may have been agreed within the terms of 7.1 above) the goods are either returned to the place named herein for the commencement of the transit or forwarded to the destination named herein, or to any other destination, until terminated in accordance with the provisions of Clause 6 above.
8. For the purposes of Clauses 6 and 7 above, delivery is defined as the time of signing of the delivery note (or similar document) or on the expiry of 24 hours after arrival at the point of destination named herein or at such time as the subject matter insured and as to any part as that part is loaded on/in any aircraft and/or any waterborne vessel or craft and/or any railway rolling stock, whichever is the earlier.
9. 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 Insurers.

BASIS OF VALUATION

10. 10.1 The insurable value of cargo is, unless otherwise expressly agreed, the value of the goods at the place where the liability of
the Insurers attaches with the addition of freight and other costs of carriage at the risk of the cargo owner,
costs of insurance,
10% profit calculated on the sum of all items mentioned above.
10.2 The value of the goods shall be calculated on the basis of the price stated in the invoice covering the goods, unless it is agreed that some other basis of calculation shall be used.

CLAIMS

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject matter at the time of
the loss.
11.2 Subject to II.I above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, not withstanding that the loss occurred before the contract of insurance was concluded unless the Assured was aware of the loss and the Insurers were not.
12. 12.1 When loss or damage is imminent or has occurred, the Assured shall immediately notify the Insurers or the verage Agent

named.
12.2 On receiving information that any measure mentioned in Clause 1.2 above has been taken against the insured goods, and/or against the conveyance, the Assured shall give notice to the Insurers.
13. 13.1 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 Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading, storing and either forwarding the subject matter to the destination to which it is insured hereunder, or returning the subject matter to the place named herein for the commencement of the transit.
13.2 In any event the amount recoverable under Clause 13.1 shall not exceed 50% of the sum insured hereunder.
13.3 This Clause 13, which does not apply to expenses in Clause 2, shall be subject to the exclusions contained in Clauses 3,4 and 5 above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the Assured or their servants.
14. 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.

BENEFIT OF INSURANCE

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

ADDITIONAL INSURANCES

16 Warranted that in respect of land war and strikes, riots and civil commotions risks no increased value insurance or any other insurance P.P.I., F .I.A., or subject to any other like term is, or shall be, effected to operate during the duration of this policy, by or for account of the Assured without prior agreement of Insurers.

MINIMISING LOSSES

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

AVOIDANCE OF DELAY

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

ARBITRATION

20. If the Insured and the Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within 10 days after a demand in writing by either party,
appoint a recognised competent and disinterested arbitrator and the two so chosen arbitrators shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Insured and the Underwriters fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire. The umpire shall then decide on the award.
The Parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

AUTOMATIC TERMINATION

21. Cover hereunder shall terminate automatically
21.1 upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur, whether or not the insured cargoes may be involved, and this insurance excludes loss, damage or expense arising from such occurrence
21.2 upon the outbreak of war (whether there be a declaration of war or not):
21.2.1 between any of the following countries:
United Kingdom, United States of America, France,
the Russian Federation, the Peoples Republic of China
or
21.2.2 between any of the countries in 21.2.1 and the country of domicile of the Assured, and this insurance excludes loss, damage or expense arising from such outbreak of war
21.3 in the event of the subject matter insured being requisitioned either for title or use, or in the event of the

gig Bahrain
Bahrain Kuwait Insurance

conveyance being requisitioned for title or use in circumstances where the subject matter insured is not
unloaded there from.
22 This insurance shall not become effective, if, prior to the intended time of its attachment, there has occurred any event, which would have automatically terminated this insurance under the provisions of Clause 21 above, had this insurance attached prior to such occurrence.

METHOD OF TRANSPORTATION

23 It is warranted that the subject matter insured is not conveyed within the duration of this policy by air or by sea (except as provided for in Clause 6.4) or by rail other than within the confines of any port, terminal, park or other storage area.

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 Insurers and the right to such cover is dependent upon compliance with this obligation.

البحرينية الكويتية للتأمين
gig Bahrain
Bahrain Kuwait Insurance