

PORT PACKAGE INSURANCE

PART II OF SCHEDULE:

PREAMBLE

TATA AIG General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule Part I, and the said Proposal and Declaration together with any statement, report or other document leading to the issuance of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Part I, II and III of the Schedule, that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

SECTION 1A - MATERIAL LOSS OR DAMAGE

THE INDEMNITY

In the event of any physical loss, destruction or damage (hereinafter in Section 1 A referred to as 'damage' with 'damaged' having a corresponding meaning) not otherwise excluded happening at the Situation to the Property Insured described in Section 1A the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, indemnify the Insured in accordance with the applicable Basis of Settlement.

Subject to the liability of the Insurer(s) not being increased beyond the Limit(s) of Liability already stated herein, the Insurer(s) will also indemnify the Insured for:

- (a) notwithstanding Condition 5, architects', surveyors', consulting engineers', legal and other fees and clerks of works' salaries for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in reinstatement consequent upon damage to property hereby insured including such costs, fees and salary for preparing any claim hereunder.
- (b) any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority; where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) or structures insured hereunder; provided that the Insurer(s) shall not be liable for payment of any fines and/or penalties imposed upon the Insured by any such Authorities.
- (c) costs and expenses necessarily and reasonably incurred for the purpose of extinguishing fire at or in the vicinity of Property Insured or threatening to involve such property or for the purpose of preventing or diminishing imminent damage to Property Insured by any other peril insured against by this Policy, including:
 - i. damage to gain access and the cost of replenishment of fire fighting appliances;
 - ii. charges incurred for the purpose of shutting off the supply of water or other substance following accidental discharge from any fire protective equipment or otherwise escaping from intended confines;
 - iii. any liability incurred for fire brigade attendance fees solely because any part of the Insured's claim for damage is within the amount of any Deductible applicable under this Policy;
 - iv. all post fire extinguishment related costs not otherwise covered by this Policy.

- (d) costs and expenses necessarily and reasonably incurred for the temporary protection and safety of property hereby insured pending repair or replacement consequent upon damage recoverable hereunder.
- (e) costs of replacing locks and/or keys and/or combinations where if as a result of theft or any attempt thereat the keys and/or combinations are stolen or if there are reasonable grounds to believe the keys may have been duplicated also the cost of opening safes and/or strongrooms as a result of theft of keys and/or combinations.
- (f) costs and expenses reasonably incurred in respect of:
 - i. the removal, storage and/or disposal of debris (including anything that caused the damage), decontamination (including removal of contaminated soil), demolition, dismantling, shoring up, propping, underpinning or other temporary repairs any of which are consequent upon damage to Property Insured by this Policy and occasioned by a peril insured against, including the reinstating of any property belonging to the Insured which has been reasonably demolished and removed for the purpose of reinstatement or replacement of Property Insured.
 - ii. the Insured's legal liability in respect of removal, storage and/or disposal of debris, notwithstanding Excluded Peril 7 in relation to premises, roadways, services, railway or waterways of others, consequent upon damage to the Property Insured by a peril hereby insured against, for such costs together with the cost of cleaning provided that such liability was not assumed by the Insured under an agreement entered into after the commencement of the Period of Insurance or any renewal thereof unless liability would have attached in the absence of such agreement.

Provided that the insurance under this section does not extend to any liability that the Insured may incur as a consequence of pollution of any kind.

- iii. the demolition and removal of any property belonging to the Insured, provided:
 - such demolition and removal is necessary for the purpose of the reinstatement or replacement of Property Insured under this Policy; or
 - such demolition and removal is ordered by any Government, Local Government or other competent authority;
 and is consequent upon damage to the Property Insured by a peril hereby insured against.
- (g) damage to clothing and tools of trade belonging to directors and employees of the Insured whilst on the Premises.
- (h) the Insured's liability for customs, excise and other duties which the Insured may become liable to pay in the event of damage to the Property Insured and/or the Insured's liability to compensate others who may become liable for such customs, excise or other duties.
- (i) costs and expenses incurred by the Insured in connection with Statutory Inquiries or other inquiries following damage to Property Insured. The term 'Statutory Inquiries' shall mean any judicial, coronial or other form of inquiry or hearing established by or at the direction of any government, semi-government, local or planning authority or other competent authority as a direct result of damage to Property Insured.
- (j) costs and expenses incurred by the Insured in taking inventory (including unpacking, repacking and restocking) to identify, quantify and value any property physically lost, destroyed or damaged by any peril insured against by this Section 1A including examination of property not belonging to but in the care, custody or control of the Insured.
- (k) costs and expenses incurred by the Insured for express carriage rates and extra payments for overtime, night, Sunday or holiday working incurred, and any other travel and labour expense not otherwise insured, in connection with the repair, reinstatement, safeguard or recovery of any property insured hereunder directly or indirectly arising from an event insured by this Policy.

- (l) costs of clearance of drains and expenses incurred in clearing and/or repairing drains, gutters, pipes, sewers, filters, pumping equipment and the like including exploratory costs related there to, at or in the vicinity of Property Insured, consequent upon damage recoverable hereunder or to prevent imminent damage or diminish damage to Property Insured, whether or not there has been damage.

The Insurer(s) will not pay for normal maintenance costs.

THE PROPERTY INSURED

All real and personal property of every kind and description (except as hereinafter excluded) belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any damage, including all such property in which the Insured may acquire an insurable interest or for damage to which the Insured becomes responsible or assumes responsibility to insure, after the commencement of the Period of Insurance.

It is understood and agreed that the term "personal property" shall include Money (which shall mean current coin, bank notes, currency notes, cheques, credit card sales and/or discount house vouchers, postal orders, money orders, unused postage and revenue stamps and including the value of stamps contained in franking machines) whilst contained in the Situation and whilst in transit to and from the Situation anywhere in the Territorial Limits, including whilst contained in the night safe of any bank or financial institution where the Insured transacts business, and in the personal custody of the Insured and/or persons authorized by the Insured whilst contained in their private residences.

BASIS OF SETTLEMENT

- (a) On buildings, machinery, plant and all other property and contents (other than those specified below); the cost of reinstatement, replacement or repair in accordance with the provisions of the Reinstatement and Replacement and Extra Cost of Reinstatement Memoranda as set out herein.
Provided that if the Insured elects to claim the indemnity value of any damaged property, the Insurer(s) will pay to the Insured the value of such property at the time of the happening of the damage or at its/their option reinstate, replace or repair such property or any part thereof. In any event the Insurer(s) will pay costs incurred by the Insured in accordance with the provisions of the Extra Cost of Reinstatement Memorandum.
- (b) On raw materials, supplies and other merchandise not manufactured by the Insured; the replacement cost at the time and the place of replacement or, if such property is not replaced, the value thereof at the time and place of the damage.
- (c) On material in process of manufacture; the replacement value of the raw materials and the cost of labour and other manufacturing costs expended thereon at the time and the place of the damage.
- (d) On finished goods; the replacement value of the raw materials and the value of labour and other overhead charges expended thereon before any allowance for profit or the cost of re-stocking such goods, whichever is the lesser.
- (e) On computer systems records including software, documents, manuscripts, securities, deeds, specifications, plans, drawings, designs, business books and other records of every description; the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to the Insured of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and place of the damage.
- (f) On patterns, models, molds, dies or lasts; the cost of repair or replacement (if actually replaced) otherwise the indemnity value to the Insured of such property.

- (g) On glass; the cost of repairing or replacing the broken glass including:
 - i. temporary shuttering and/or hiring of security service pending
 - ii. replacement of broken glass
 - iii. sign writing or ornamentation on glass
 - iv. replacement burglar alarm tapes on glass
 - v. removing and re-fixing of window and show case frames and fittings
 - vi. heat reflecting material or process on glass
- (h) On directors' and employees' clothing and tools of trade; the replacement cost at the time of replacement subject to due allowance for wear and tear, depreciation and betterment.
- (i) On empty premises awaiting demolition; the salvage value of the building materials and/or landlords fixtures and fittings.

MEMORANDA TO SECTION 1A

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, Conditions and limitations of this Policy shall apply.

INTERESTS OF OTHER PARTIES

At the option of the Insured:

- a) this Policy extends to indemnify any other party having a pecuniary or economic interest. It is understood and agreed that the receipt(s) of any such parties for claims settlements under this Policy in relation to their respective interests shall be a full and sufficient discharge to the Insurer(s);
- b) where the insurance covers the interest of more than one party, any act, error, omission or neglect of an individual party will not prejudice the rights of the remaining party/parties;
- c) if at the time of damage to any building forming part of the Property Insured, the Insured has contracted to sell its interest in the building but the sale has not been completed, the purchaser shall be deemed to have been included as a named Insured in this Policy so far as it provides cover for damage to the building and such of the contents of the building as are being sold to the purchaser at the time. This clause (c) shall not apply to the extent other insurance cover has been effected in respect of the building.

BRANDED GOODS

Any salvage of branded goods and/or merchandise, the Insured's own or held by the Insured in trust or on commission, and/or goods sold but not delivered, shall not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the damage will be assessed at the value agreed between the Insured and the Insurer(s) after brands, labels or names have been removed by or on behalf of the Insured.

REINSTATEMENT OR REPLACEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (i) under Basis of Settlement).

The basis upon which the amount payable is to be calculated shall be the cost of reinstatement of the damaged property insured at the time of its reinstatement, subject to the following Provisions and subject also to the terms, Conditions and Limit(s) or Sub Limit(s) of Liability of this Policy.

For the purpose of the insurance under this memorandum 'reinstatement' shall mean:

- a) Where property is lost or destroyed: in the case of a building, the rebuilding thereof or in the case of property other than a building, the replacement thereof by similar property: in either case in a condition equal to, but not better or more extensive than, its condition when new.
- b) Where property is damaged; the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than, its condition when new.

Provisions

- (i) The work of rebuilding, replacing, repairing or restoring as the case may be (which may be carried out upon any other site(s) and in any manner suitable to the requirements of the Insured, but subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which the Insurer(s) shall not be liable to make any payment greater than the indemnity value of the damaged property at the time of the happening of the damage.
- (ii) When any property insured to which this memorandum applies is damaged in part only, the liability of the Insurer(s) shall not exceed the sum representing the cost which the Insurer(s) could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (iii) No payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein shall be made until a sum equal to the cost of reinstatement shall have been actually incurred; provided that where the Insured reinstates or replaces any lost or destroyed property at a cost which is less than the cost of reinstatement (as defined) but greater than the value of such property at the time of the happening of its loss or destruction, then the cost so incurred shall be deemed to be the cost of reinstatement.

EXTRA COST OF REINSTATEMENT

(Applicable to buildings, machinery, plant and all other property and contents; other than those specified in items (b) to (i) under Basis of Settlement).

This Policy extends to include the extra cost of reinstatement (including demolition and dismantling) of damaged property necessarily incurred to comply with the requirements of any statute or regulation of any Municipal, Statutory or competent authority subject to the following Provisions.

Provisions

- (i) The work of reinstatement (which may be carried out wholly or partially upon any other site(s), subject to the liability of the Insurer(s) not being thereby increased), must be commenced and carried out with reasonable dispatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under this Policy if this memorandum had not been incorporated herein.
- (ii) The amount recoverable shall not include the additional cost incurred in complying with any such Act, Regulation, By-Law or requirement with which the Insured had been required to comply prior to the happening of the damage.

ADDITIONAL EXTRA COST OF REINSTATEMENT

(Applicable to buildings, machinery, plant and all other property and contents specified in Item (a) under Basis of Settlement).

The Policy extends to cover the additional extra cost of reinstatement including demolition, dismantling, decommissioning, recommissioning and maintenance of insured property following damage and incurred by the Insured and not otherwise recoverable under the terms and Conditions of the Policy.

Provided that the indemnity afforded by this clause:

- a. shall be limited in respect of each loss or series of losses arising out of any one event to the amount indicated in the schedule, which amount shall be separate from and additional to the Limit of Liability expressed in the Schedule of the Policy in respect of buildings, machinery, plant and all other property and contents specified in Item (a) under Basis of Settlement;
- b. shall not include the additional cost incurred in complying with any Act, regulation, by-law or requirement with which the Insured has been duly required to comply prior to the happening of the damage.

The work of reinstatement (which may be carried out wholly or partially upon another site or sites subject to the liability of the Insurer(s) not being thereby increased) must be commenced and carried out with reasonable dispatch, failing which the Insurer(s) shall not be liable to make any payment beyond the amount which would have been payable under the Policy if this Memorandum had not been incorporated therein.

FLOOR SPACE RATIO INDEX (PLOT RATIO)

Subject to the terms, Conditions and Limit(s) or Sub-Limit(s) of Liability of this Policy, if any building(s) or other structure(s) being Property Insured is/are damaged so as to constitute total loss or constructive total loss and, as a result of the exercise of Statutory powers and/or authority by any Government Departments, Local Government or any other Statutory Authorities reinstatement of such building(s) or other structure(s) as before is prohibited and reinstatement is only permissible subject to a reduced floor space ratio index:

the Insurer(s) agree(s) to pay in addition to any amount payable on reinstatement of such building(s) or other structure(s) the difference between:

- (a) the actual cost of reinstatement incurred in accordance with the reduced floor space ratio index and
- (b) the cost of reinstatement which would have been incurred had a reduced floor space ratio index not been applicable.

In arriving at the amount payable under (a) and (b) above any payments made by the Insurer(s) shall include the extra cost of reinstatement, including demolition or dismantling of the insured property, necessarily incurred to comply with the requirements of any Act of Parliament or Regulation made thereunder or any By-law or Regulation of any Municipal or other Statutory Authority.

Any payment made for the difference between (a) and (b) above shall be made as soon as the said difference is ascertained upon completion of the rebuilding works and certified by the architect acting on behalf of the Insured in the reinstatement of the building(s) or other structure(s).

LANDSCAPING

The Property Insured and Section 1A - Material Loss or Damage Basis of Settlement

- (a) are extended to include landscaping, which term includes trees, shrubs, lawns, gardens, rockwork, paving and ornamentation pertaining thereto, ornamental and other plants. Provided Property Exclusions 7 and 8 shall not apply to the cover granted by this clause.

LEASED EQUIPMENT (RESIDUAL VALUE)

The Section 1A - Material Loss or Damage Basis of Settlement is extended to include the following clause at the option of the Insured and, notwithstanding clause a.:

On machinery, plant and equipment leased on a Residual Value basis; in the event of actual or constructive total loss, the amount for which the lessee is contractually liable to the lessor, but not exceeding the sum represented by rent payable under such lease(s) for the period commencing on the date of physical loss, destruction or damage and ending on the retirement date(s) of such lease(s), plus the current market value of the property immediately before its loss or damage or the Residual Value, whichever is the greater, less any salvage value. In the event of damage which does not amount to a constructive total loss, the cost of repair in accordance with the provisions of the Reinstatement or Replacement and Extra Cost of Reinstatement Memoranda as set out herein. For the purpose of this Basis of Settlement, the term "Residual Value" shall mean the minimum amount which the lessee has guaranteed that the leased property will realise, being the same amount which the lessee has agreed would be payable to acquire such property upon the retirement date(s) of the lease(s).

For the purpose of this clause, there shall be deemed to be a constructive total loss of a damaged item of machinery, plant or equipment when the cost necessary to repair that item exceeds the cost necessary to replace it with similar property in a condition equal to, but not better or more extensive than, its condition when new.

DESIGNATION

For the purpose of ascertaining the classification, and in the event of a claim the Basis of Settlement, under which any property is insured, the Insurer(s) agree to accept the designation applied to such property by the Insured.

OUTPUT REPLACEMENT

Notwithstanding anything in the Reinstatement or Replacement Memorandum, other than Proviso (vi) to the contrary, if any interest insured under this Policy constitutes property which has a measurable output and which is capable of replacement with a new item or items which perform a similar function, then such property may at the option of the Insured be valued for insurance purposes as follows, and values for the settlement of any damage in respect thereof shall be on the same basis:

- a. Where any damaged property is to be replaced by an item or items (including cost of foundations) which have the same or a lesser total output or capacity, then the insurable value of such damaged property is the new installed cost of such replacement item or items as would give the same total output or capacity as the damaged property.
- b. Where any damaged property is to be replaced by an item or items which have a greater total output or capacity and the new installed cost of such replacement property is no greater than the replacement value of the damaged property, then no deductions shall be made from any claim for the improved output of the replacement property.
- c. If any damaged property insured is to be replaced by an item or items which have a greater total output or capacity and the new installed cost of such replacement property is greater than the replacement value of the damaged property, then the insurable value of such damaged property is either:
 - i. the estimated cost of reinstatement of such damaged property as defined in sub-clause a. of the Reinstatement and Replacement Memorandum, or
 - ii. that proportion of the new installed cost of the replacement item or items which the output or capacity of the damaged property bears to the output or capacity of the replacement item or items;

whichever amount is the greater.

The difference between the insurable value as defined in this Memorandum and the new installed cost of the replacement item or items shall be borne by the Insured.

CONSTRUCTIVE TOTAL LOSS

If any property insured hereunder, or any part thereof, is reasonably abandoned:

- a. on account of its actual total loss or destruction appearing to be unavoidable, or
- b. because it could not be preserved from actual total loss or destruction without the Insured incurring an expenditure which would exceed its repaired and/or recovered value, or
- c. due to compliance with the requirements of any Act of Parliament or Regulation made thereunder or any By-Law or Regulation or Ruling by any competent authority,

such property shall be regarded as lost or destroyed and the amount payable as indemnity shall be the cost of reinstatement as defined in sub-clause a. of the Reinstatement and Replacement Memorandum.

The words 'actual total loss', means loss destruction or damage (and not just physical loss, destruction or damage).

UNDAMAGED PROPERTY

- a. Where any property insured hereunder is damaged but the foundations or any part thereof are undamaged whether reinstatement of the property insured is carried out upon another site(s) or not, the undamaged foundations or any part thereof will be considered as being destroyed.

The term 'foundations' includes services, such as but not limited to conduits, pipes, cables and wiring, which are built into or onto footings, foundations or concrete floors, whether at, above or below ground level.

- b. Where any property insured hereunder (other than plant machinery and all other contents) is damaged and abandoned but not destroyed, including property at the same Situation as the damaged property that has been damaged, and reinstatement is carried out upon another site the abandoned undamaged

property that cannot be cost effectively moved (from the standpoint of the Insured) will be considered as being destroyed.

ALTERNATIVE BASIS OF SETTLEMENT – OBSOLETE BUILDINGS AND MACHINERY

The Insurance of any buildings and machinery for other than reinstatement and replacement value is permitted; provided that such buildings and machinery are listed in the records of the Insured as being so insured.

In the event of any damage to such property the Insurer(s) will pay to the Insured the value thereof at the time of the happening of the damage.

REINSTATEMENT OF DAMAGE BY THE INSURED

In the event of any claim hereunder the Insured may, reinstate damaged property insured and the Insurer(s) shall pay the cost of such reinstatement (including the value of labour and other overhead charges expended thereon together with a margin for profit which would otherwise have been earned by the Insured); provided always that the liability of the Insurer(s) shall not exceed the amount which would otherwise have been payable hereunder had such reinstatement been carried out by contractors other than the Insured, but to the same quality of workmanship that the Insured usually provides.

LEASED BUILDINGS

Where the Insured (as Lessee) enters or has entered into any lease agreement which contains any covenant(s) or provision(s) that the Lessee shall be responsible for reinstatement of any part(s) of the premises following damage thereto by any cause or event insured by this Policy, and/or the Lessee shall indemnify and/or hold harmless and/or release from liability the Lessor against any such damage, the insurance provided under this Policy shall not be prejudiced by the Insured entering, or having entered, into such agreement and the Insurer(s) shall, indemnify the Insured accordingly.

LOSS OF LAND VALUE

Notwithstanding anything contained in this Policy to the contrary, this Policy will indemnify the Insured for any reduction in Land Value as follows:

1. In the event of the absolute refusal by any Government or Local or other competent authority to allow the reconstruction of any insured Premises following damage, the Insurer(s) will indemnify the Insured for the difference between the Land Value before and after the damage.
or
2. In the event of such Government or Local or other competent authority allowing only partial reconstruction of such Premises after damage, the Insurer(s) will indemnify the Insured for the difference between the Land Value after such reconstruction and the Land Value before the damage;

less the amount of any compensation paid by such authority arising out of the action referred to in clause (a) or (b) above.

For the purpose of this Policy, 'Land Value' shall mean the sum certified by the Valuer General as being the value of the land so described in this Policy after due allowance has been made for variations in or other circumstances affecting such value either before or after the damage or which would have affected the value had the damage not

occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the true Land Value pertaining both before and after the damage.

Provisions

1. Settlement shall be made following the ruling of the Government or Local or other competent authority resulting in the loss of land value. Should settlement have been made, however, and subsequently the ruling of the Government or Local or other competent authority be changed prior to completion of the reconstruction resulting in an increase in the Land Value, that part of the claim paid in excess of the revised Land Value shall be refunded to the Insurer(s).
2. All differences relating to the Land Value arising out of this Policy may be referred to the decision of two Registered Valuers, one to be appointed by each of the parties to this contract of insurance. In the event that the two Registered Valuers do not agree, such differences may be referred to the decision of a third valuer, appointed by the President of the Commonwealth Institute of Valuers as an expert, whose decision shall be binding.

HIRED PLANT

The Policy extends to cover:

- a) the Insured's legal liability under the terms of a hiring agreement or otherwise to pay compensation for damage to electrically or mechanically operated items of plant whilst in the custody of the Insured or under the Insured's control.
- b) the Insured's legal liability under the terms of a hiring agreement or otherwise to pay continuing hire charges in consequence of damage to electrically or mechanically operated items of plant whilst in the custody of the Insured or under the Insured's control.

In addition, where legal proceedings have been defended, the Insurers will at their option pay all legal charges for which the Insured may be liable.

TENANTS AND NEIGHBOURS (NAPOLEONIC CODE)

Where the Property Insured is located in a country which is subject to a Napoleonic or similar Civil Code the Insurers shall be liable for

1. Tenant's Liability namely the financial consequences of the legal liability which the Insured may incur as tenant in respect of property damage under any such Civil Code
2. Neighbour's Liability namely the financial consequences of the legal liability which the Insured may incur under any such Civil Code for any property damage resulting from fire or explosion spreading from the Property Insured
3. Landlord's Liability namely the financial consequences of the legal liability which the Insured may incur as Landlord under any such Civil Code for any property damage by fire or explosion caused to property of tenants as a result of constructional defects or lack of maintenance.

This cover applies only to legal liability incurred under a Napoleonic or similar Civil Code and the Insurers shall not be liable for more than the maximum amount expressed in any Local Policy issued in the country concerned or the Limit of Liability stated in the Schedule of this policy whichever is less.

OUTSIDE PREMISES STORAGE

Notwithstanding anything contained in this Policy to the contrary, where the Insured enters into a contract for storage of goods and/or merchandise and the terms of such contract contain a disclaimer clause in favor of the Bailee then the insurance herein shall not be prejudiced by the Insured agreeing to such terms.

SECTION 1B - BUSINESS INTERRUPTION

THE INDEMNITY

In the event of any building or any other property or any part thereof used by the Insured at the Premises for the purpose of the Business being physically lost, destroyed or damaged by any cause or event not hereinafter excluded (loss, destruction or damage so caused being hereinafter termed 'Damage') and the Business carried on by the Insured being in consequence thereof interrupted or interfered with, the Insurer(s) will, subject to the provisions of this Policy including the limitation on the Insurer(s) liability, pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the applicable Basis of Settlement. Loss arising from an interruption of or interference with the Business in consequence of Damage to any property belonging to the Insured or for Damage to which the insured is responsible, while such property is at any storage premises or situation where the Insured has work or process carried out by others, shall be deemed to be loss arising from Damage to property used by the Insured at the Premises for the purpose of the Business.

Provided that the Insurer(s) will not be liable for any loss under this Section unless the Insured's property lost, destroyed or damaged is insured against such Damage (loss arising out of destruction or damage occasioned by or arising out of explosion, implosion, rupture, collapse, bursting, cracking or overheating of any boiler, economiser or other pressure vessel, including pipes, valves and other apparatus thereof excepted) and the insurer or insurer(s) by which such property is insured shall have paid for, or admitted liability in respect of, such Damage unless no payment shall have been made or liability admitted solely owing to the operation of a provision in such insurance excluding liability for loss below a specific amount or solely due to property Damaged not being insured by Section 1A of this Policy.

BASIS OF SETTLEMENT

Item No. 1

The insurance under this item is limited to loss of Gross Profit due to (a) REDUCTION IN TURNOVER and (b) INCREASE IN COST OF WORKING and the amount payable as indemnity thereunder shall be:

(a) IN RESPECT OF REDUCTION IN TURNOVER:

The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover,

(b) IN RESPECT OF INCREASE IN COST OF WORKING:

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which, but for that expenditure, would have taken place during the Indemnity Period in consequence of the Damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided; less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage.

Item No. 2 - Claim Preparation Costs

The Insured is indemnified with respect to such reasonable professional fees payable by the Insured to their financial advisors (including but not limited to fees of accountants, loss adjusters and valuers appointed by the Insured) and such other reasonable expenses necessarily incurred by the Insured and not otherwise recoverable, for preparation of claims and (notwithstanding Condition 6) proving the loss(es) under the Insured's material damage and business interruption insurance policies and the Insurer(s) shall indemnify the Insured for such reasonable fees and expenses, salaries, wages and overheads of the Insured's employees which shall be deemed to be part of such other recoverable expenses.

Item No. 3 - Additional Increase in Cost Of Working

The insurance under this item is limited to increase in cost of working (not otherwise recoverable hereunder) necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing reduction in Turnover and/or resuming and/or maintaining normal business operations and/or services.

Item No. 4 - Contractual Fines and/or Penalties

The insurance is extended to include an additional Item for Contractual Fines and/or Penalties:

The insurance under this item indemnifies the Insured in respect of fines and/or damages for breach of contract and the amount payable as indemnity thereunder shall be such sum(s) as the Insured shall be legally liable to pay or shall pay in discharge of fines and/or damages incurred in consequence of the Damage for non-completion and/or late completion of orders and/or non-performance and/or late performance of services and/or the inability to meet contract specifications or resultant cancellation of orders.

DEFINITIONS

GROSS PROFIT: the amount by which:

- (a) the sum of the Turnover and the amount of the Closing Stock and Work in Progress shall exceed
- (b) the sum of the amount of the Opening Stock and Work in Progress and the amount of the Uninsured Working Expenses as set out in the Schedule.

NOTE:

The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

TURNOVER: the money (less discounts, if any allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

INDEMNITY PERIOD: the period beginning with the occurrence of the Damage and ending not later than the number of months specified in the Schedule thereafter during which the results of the Business shall be affected in consequence of the Damage.

SHORTAGE IN TURNOVER: the amount by which the Turnover during a period shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period.

RATE OF GROSS PROFIT: The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the damage

ANNUAL TURNOVER: The Turnover during the 12 months immediately before the date of the Damage

STANDARD TURNOVER: The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

MEMORANDA TO SECTION 1B

Except to the extent this Policy is hereby modified under the following Memoranda the terms, Conditions and limitations of this Policy shall apply.

TURNOVER ELSEWHERE AFTER DAMAGE

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by the others on the Insured's behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

DEPARTMENTAL CLAUSE

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of Item No. 1 shall apply separately to each department affected by the Damage.

NEW BUSINESS

In the event of Damage occurring at the Premises before the completion of the first year's trading of the Business the terms "Rate of Gross Profit", 'Annual Turnover', 'Standard Turnover' and 'Rate of Pay-Roll' shall bear the following meanings and not as within stated:

RATE OF GROSS PROFIT:

The rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Damage.

ANNUAL TURNOVER:

The proportional equivalent, for a) period of 12 months of the Turnover realized during the period between the) commencement of the Business and To which such adjustments shall be made as may be necessary to provide for the trend of the date of the Damage.

STANDARD TURNOVER:

The proportional equivalent, for a period equal to the Indemnity Period, for the Turnover realised during the period between the commencement of the Business and the date of the Damage Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

ACCUMULATED STOCKS

In adjusting any loss, account shall be taken and equitable allowance made if any Shortage in Turnover due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks, resulting in a shortage of stock after the Indemnity period.

BOOKS OF ACCOUNT

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurer(s) for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's auditors and their certificate shall be prima facie evidence of the particulars and details to which such certificate relates.

The words and expressions used herein shall have the meanings usually attached to them in the books and accounts of the Insured unless otherwise defined in this Policy.

UTILITIES EXTENSION

Notwithstanding anything contained in this Policy to the contrary, loss resulting from interruption of or interference with the Business in consequence of Damage (as herein defined) to property, whether belonging to the Insured or not, either at or away from the Premises anywhere in the world that affects the supply of electricity, communication services, power, gas, natural gas, steam, water or sewerage reticulation to the Insured shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

The Utilities Extension Sub-Limit of Liability stated in The Schedule shall not apply to property belonging to the Insured or for which the Insured is responsible, or has assumed responsibility to insure prior to the occurrence of any damage.

TURNOVER/OUTPUT ALTERNATIVE

At the option of the Insured the term 'Output' may be substituted for the term 'Turnover' and, for the purpose of this Policy, 'Output' shall mean the sale and/or invoice value of goods manufactured and/or processed by the Insured in course of the Business at the Premises. Provided that only one such meaning shall be operative in connection with any one event involving Damage. If the meaning set out above be used, the memorandum 'Turnover Elsewhere After Damage' shall be altered to read as follows:

"if during the Indemnity Period goods shall be manufactured and/or processed other than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the sale and/or invoice value of the goods so manufactured and/or processed shall be brought into account in arriving at the Output during the Indemnity Period".

COMPUTER

This Policy extends to include loss (not otherwise recoverable) resulting from interruption of or interference with the Business occasioned by Damage to computer installations, including ancillary equipment and data processing media utilised by the Insured anywhere in the Territorial Limits.

SALVAGE SALE

If, following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period:

- (i) Clause (a) of Item 1 of this Section shall, for the purpose of such claim, read as follows:
 - (a) In respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which shall be deducted the Gross Profit actually earned during the period of the salvage sale.
 - (b) The definition of Shortage in Turnover shall, for the purpose of such claim, read as follows:

Shortage in Turnover shall mean;

The amount by which the Turnover during a period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the part of the Standard Turnover which relates to that period, from which shall be deducted the Pay-Roll paid during the period of the salvage sale.

PREMISES IN THE VICINITY (PREVENTION OF ACCESS)

Loss as insured by the Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of the premises or in the vicinity of additional premises referred to in other clauses to the Policy which shall prevent or hinder the use thereof or access thereto, whether the Premises or property of the Insured therein shall be Damaged or not, shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

Loss as insured by the Policy resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity of and forming part of or contained in the complex of which the Premises forms part which results in a cessation or diminution of trade due to temporary falling away of potential custom whether the premises or property of the Insured therein shall be Damaged or not shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

Property Exclusion 9. shall not apply to the cover granted by this Memorandum.

PORT BLOCKAGE

Notwithstanding anything contained in this Policy to the contrary loss resulting from interruption of or interference with the Business in consequence of any impaired access to any port, harbour, dock, wharf or pier which causes disruption to shipping and is caused by:

- a. stranding, grounding, sinking or capsize and/or through collision or contact of any vessel or craft with any other vessel, craft, structure or other object of any kind;
- b. damage to or collapse of any bridge shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises;
- c. damage to or collapse of any dock, wharf or pier or the foundering of any material handling equipment, locomotive, rolling stock or vehicle falling from any dock, wharf, pier, or vessel.

shall be deemed to be loss resulting from Damage to property used by the insured at the Premises.

ISOLATION BY LANDSLIDE OR FLOOD

Notwithstanding anything contained in this Policy to the contrary any loss resulting from interruption of or interference with the Business in consequence of blockage or closure of roads or railway links, bridges, tunnels, or the like caused by landslide, flood or any other insured peril and which prevents or hinders the use of or access to the Premises shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

SUPPLIERS' PREMISES EXTENSION (ZPMC)

Loss resulting from interruption of or interference with the Business in consequence of Damage (as herein defined) to property at the premises of ZPMC or in the vicinity of any of those premises specified shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

It is understood and agreed that:

1. A supplier is any person, body or entity from which the Insured obtains supplies of commodities, materials, components, goods or services other than those services referred to under the Public Utilities Extension (or where applicable the Utilities Extension); together with any supplier directly or indirectly supplying any of the Insured's suppliers with materials, commodities, components, goods or services
2. A customer is a person, body or entity to which the Insured supplies or provides commodities, materials, components, goods or services; together with any customer directly or indirectly receiving materials, commodities, components, goods or services from any of the Insured's customers.
3. The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Endorsement.

Property Exclusion 9 shall not apply to the cover granted by this clause.

UNSPECIFIED SUPPLIERS' AND/OR CUSTOMERS' PREMISES EXTENSION

Notwithstanding anything contained in this Policy to the contrary, loss resulting from interruption of or interference with the Business in consequence of Damage (as herein defined) to property at any situation in the world or in the vicinity of any such situation which affects any supplier and/or customer of the Insured shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises.

It is understood and agreed that:

1. A supplier is any person, body or entity from which the Insured obtains supplies of commodities, materials, components, goods or services other than those services referred to under the Public Utilities Extension (or where applicable the Utilities Extension); together with any supplier directly or indirectly supplying any of the Insured's suppliers with materials, commodities, components, goods or services.
2. A customer is a person, body or entity to which the Insured supplies or provides commodities, materials, components, goods or services; together with any customer directly or indirectly receiving materials, commodities, components, goods or services from any of the Insured's customers.
3. The provision in this Policy relating to admission of liability or payment for loss by the Insurer(s) shall not apply in respect of this Endorsement.

Property Exclusion 9 shall not apply to the cover granted by this clause.

CLOSURE BY ORDER OF ANY COMPETENT AUTHORITY

Loss resulting from interruption of or interference with the Business directly or indirectly arising:

- a. from closure or evacuation of the whole or part of the Premises or other premises in the vicinity of the Premises by order of any Government, Local Government or other competent authority;
- b. from infectious or contagious human disease occurring in the Premises or other premises in the vicinity of the Premises;
- c. from a threat or fear of violent damage to the Premises or other premises in the vicinity of the Premises and/or injury to persons therein;
- d. from the use of or access to the Premises being prevented or hindered while the Premises or any rights of way or premises in the vicinity are unlawfully occupied by terrorists or other third parties or sealed off by order of the police or any other lawfully constituted authority in connection with the foregoing circumstances or if the Premises, rights of way or premises in the vicinity are believed to contain or actually contain an explosive device;

all of which shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

Perils Exclusion 6.(c) and Property Exclusion 2.(e) shall not apply to the cover granted by this Endorsement.

Provided that the liability of the Insurer(s) in respect of b) above shall be limited in the annual aggregate to

NEW BUILDING/PROPERTY EXTENSION

Loss arising from interruption of or interference with the Business in consequence of Damage to any building or other property or any part thereof which but for such Damage would have been available to be used by the Insured for the purpose of the Business shall be deemed to be loss resulting from Damage to property used by the Insured at the Premises for the purpose of the Business.

It is further agreed and declared that in respect of this extension only the Definitions of "Indemnity Period", "Rate of Gross Profit", "Rate of Payroll" and "Standard Turnover", shall be altered to read as follows:

Indemnity Period

The period (not exceeding the number of months specified in the Schedule), beginning with the date upon which but for the Damage the building or other property or any part thereof would have been available to be used by the Insured, during which the results of the Business shall be affected in consequence of the Damage.

Rate of Gross Profit

The rate of Gross Profit that would have been earned on Turnover during the Indemnity Period but for the Damage

Rate of Payroll

The rate of Payroll to the Turnover during the Indemnity Period but for the Damage

Standard Turnover

The Turnover that would have resulted during the Indemnity Period but for the Damage based on the estimated production program of the Business and costs and prices relating thereto, to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

For the purpose of this Endorsement only, the undernoted Exclusions to all Sections shall be deemed inoperative:

Property Exclusions - 1 and 12.(a). Perils Exclusions – 3(c), 3.(e).

ACCOUNTS RECEIVABLE

The insurance under this item is limited to the loss sustained by the Insured in respect of all Outstanding Debit Balances provided the Insured is unable to effect collection thereof as the direct result of Damage to records of accounts receivable by a peril not excluded by the Policy.

In addition, the Insurer(s) will pay:

- (i) interest charges at ruling bank rates on any loan to offset impaired collections pending repayment of such amounts rendered uncollectable in consequence of the Damage;
- (ii) interest lost by the Insured in consequence of such impaired collections;
- (iii) additional expenditure necessarily and reasonably incurred in tracing and establishing the amounts of accounts receivable;
- (iv) collection expenses in excess of normal collection costs, incurred in consequence of the Damage.

Where there is proof that a loss covered by the Policy has occurred, but the Insured cannot accurately establish the total amount of accounts receivable outstanding at the date of Damage, such amount shall be computed as follows:

- (a) Determine the total amount of accounts receivable outstanding on the last working day of the fiscal month which ended twelve months before the beginning of the month in which the Damage occurs;
- (b) Calculate the average increase or decrease in the monthly total amounts of accounts receivable outstanding on the last working day of each of the twelve months immediately preceding the month in which Damage occurs;

- (c) The amount determined under paragraph (a), increased or decreased by the percentage calculated in accordance with paragraph (b) shall be deemed to be the total amount of accounts receivable outstanding at the time and date of the Damage;
- (d) The amount determined under paragraph (c) shall be adjusted as may be necessary to provide for any demonstrable variance from the amount so determined occurring before but during the month in which the Damage occurs; due consideration also being given to normal monthly trends in receipts.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by the Insured, and an equitable amount to provide for doubtful debts.

Provided that the Liability of the Insurer(s) shall not exceed the Accounts Receivable Sub-Limit of Liability stated in the Schedule.

RENT RECEIVABLE

The insurance under this Memorandum is limited to loss of rent and other expenses receivable from tenants or lessees and the amount payable as indemnity shall be the actual shortfall of such amount(s) receivable during the Indemnity Period, in consequence of the Damage, together with the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing such loss; less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business, payable out of rent and other expenses receivable, as may cease or be reduced in consequence of the Damage.

RENT PAYABLE/INSURABLE

The insurance under this Memorandum is in respect of rent and other expenses payable, or insurable, by the Insured in accordance with the terms of any lease agreement and the amount payable as indemnity thereunder, in the event of Damage, shall be such sum(s) as the Insured shall be legally liable to pay or bound to insure, under the terms of the lease; together with the additional expenditure necessarily and reasonably incurred for the sole purpose of diminishing the amount otherwise claimable under this Memorandum.

REGISTERED VEHICLES AND/OR TRAILERS

Notwithstanding the provisions of Property Exclusion 5, this Policy extends to include loss resulting from interruption of or interference with the Business occasioned by Damage to registered vehicles and/or trailers whilst such vehicles or trailers are at the Premises owned or occupied by the Insured; provided always that this Policy does not cover loss resulting from physical loss, destruction of or damage to such vehicles and/or trailers whilst they are being used on any public highway or thoroughfare.

EXCLUSIONS TO SECTION 1A & 1B

PROPERTY EXCLUSIONS

This Policy does not cover physical loss, destruction of or damage to the following property or loss under Section 1B resulting therefrom:

1. property (except Money) whilst in transit other than the incidental movement of such property within Situations occupied by the Insured. This exclusion shall not apply during temporary removal of property to any situation in the Territorial Limits.

For the purpose of this clause, temporary removal means removal for a particular purpose, with the intention that the property be returned to the place from which it has been removed when that purpose has been served.

2. Money:

- (a) whilst being carried by professional money carriers, professional carriers or common carriers which is more specifically insured excepting the excess amount over and above such more specific insurance which excess is held to be covered hereunder,

provided that where in the ordinary course of business the Insured enters into an agreement with such carriers and such agreement provides that the Insured shall indemnify and/or hold harmless and/or release from liability such carriers in respect of loss, destruction or damage which may occur as a result of any event hereby insured against, this insurance shall operate as if this Property Exclusion 2(a) had been deleted;

- (b) stolen from an unlocked and unattended vehicle;
- (c) stolen from a safe or strong room opened by a key or by use of details of a combination, either of which has been left at the Situation outside business hours, unless such key or combination details have been properly secured;
- (d) where the loss is not discovered within (5) working days of the event;
- (e) where the loss arises out of:
 - (f) kidnapping,
 - (g) bomb threat,
 - (h) hoax,
 - (i) extortion,

or any attempt thereat.

3. Jewellery, furs, bullion, precious metals or precious stones other than as stock and/or merchandise of the Business.

4.

- (a) any locomotive or rolling stock or watercraft other than rail wagons in India and pontoons whilst secured to the quay/wharf at any premises occupied or used by the Insured;
- (b) any aircraft (including its accessories and/or spare parts).

- 5. vehicles or trailers registered or licensed to travel on a public road, provided that this exclusion shall not apply to cargo handling equipment which are so registered or licensed whilst on or moving between any premises occupied or used by the Insured or any area designated for work by the Insured
- 6. livestock, animals, birds or fish.
- 7. standing timber, growing crops and pastures.
- 8. land, provided that this exclusion shall not apply to structural improvements on or in the land if such structural improvements are not otherwise excluded in this Policy.
- 9. bridges, roadways, tunnels and railway tracks (other than bridges, driveways, vehicle parking or manoeuvring areas, paved yard areas, tunnels and railway tracks on any premises occupied or used by the Insured), dams and reservoirs (other than tanks) and their contents.
- 10. mining property located beneath the surface of the ground unless otherwise expressly stated in this Policy.
- 11. property during the course of, and as a result of, its processing.
- 12.

(a) property included in a project of construction, erection, alteration or addition, including the partial dismantlement of existing structures, where the total contract value of all work to be carried out at any one Situation during such activity exceeds 10% of the Limit of Liability or sub-limit indicated in the schedule, whichever is the lesser. Provided that this Exclusion 12.(a) shall apply only to the works comprising such construction, erection, alteration or addition and not to any original or existing structures.

(b) empty premises upon which demolition work has commenced.

13. oil and gas drilling and/or production rigs whilst offshore.

14. all Machinery (as defined in this exclusion), electronic data processing equipment or electronic control equipment occasioned by or happening through any mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of whatsoever kind.

Provided that Property Exclusion 14 shall not apply to any subsequent loss, destruction of or damage to such Machinery, electronic data processing equipment or electronic control equipment occasioned by or happening through any cause or event not otherwise excluded herein which results from any of the events referred to in this exclusion.

For the purpose of Property Exclusion 14, Machinery means:

any apparatus whether or not functioning independently or as any component part of a collection of apparatus which generates, contains, controls, transmits, receives, transforms, or utilises any form or source of energy or power.

15. any boiler (other than a boiler used for domestic purposes) economiser or other pressure vessel, including pipes, valves and other apparatus thereof in respect of which a certificate is required to be issued under the terms of any statute or regulation occasioned by or arising from explosion, rupture, collapse, bursting, cracking or overheating thereof provided that this exclusion shall be limited to the aforementioned items immediately affected and shall not extend to other property as a result of such loss or destruction or damage. This exclusion shall not apply to Section 1B as specifically stated therein.

16. overhead transmission and distribution lines and their supporting structures other than those on or within 300 meters of the insured premises.

PERILS EXCLUSIONS

The Insurer(s) shall not be liable under Section 1A and/or 1B in respect of:

1. physical loss, destruction of or damage to the Property Insured

(a) directly or indirectly occasioned by or happening through or connected with war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;

(b) resulting from confiscation, nationalisation, requisition or damage to property by or under the order of any Government or Public or Local Authority, unless such order involves the demolition of property deemed unsafe following damage by any peril not otherwise excluded by this Policy.

Notwithstanding the provisions of Perils Exclusion 1(b) the Insurer(s) shall be liable for loss or destruction of or damage to Property Insured and for the reasonable cost of removal of such property including the physical loss, destruction or damage resulting from such removal, in each case for the purpose of preventing or diminishing

imminent loss, destruction or damage by, or inhibiting the spread of, fire or any other cause not excluded under this Policy.

2. (a) physical loss, destruction of or damage to the Property Insured;
(b) any legal liability of whatsoever nature,
directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel;
For the purpose of this exclusion only "combustion" shall include any self-sustaining process of nuclear fission.
 - (ii) nuclear weapons materials.

This Exclusion 2. does not apply to any radiations emitted by spectrometers, X- ray units, diathermy machines, equipment for radio and television broadcasting, telecommunications equipment, radar installations or industrial and commercial appliances used for sealing plastics or for welding, heating, drying and cooking.

3. physical loss, destruction or damage occasioned by or happening through:
 - (a) moths, termites or other insects, vermin, rust or oxidation, mildew, mould, contamination or pollution, wet or dry rot, corrosion, change of colour, dampness of atmosphere or other variations in temperature, evaporation, disease, inherent vice or latent defect, loss of weight, change in flavour texture or finish, smut or smoke from industrial operations (other than sudden and unforeseen damage resulting therefrom);
 - (b) wear and tear, fading, scratching or marring, gradual deterioration or developing flaws, normal upkeep or making good;
 - (c) error or omission in design, plan or specification by the Insured or failure of such design;
 - (d) normal settling, seepage, shrinkage or expansion in buildings or foundations, walls, pavements, roads and other structural improvements, creeping, heaving and vibration;
 - (e) faulty materials or faulty workmanship.

Provided that this Exclusion 3(a) to (e) shall not apply to subsequent loss, destruction of or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion.

Provided further that Perils Exclusions 3.(c) and 3.(e) shall be limited to that part of any Property Insured which is first and immediately affected by any such error, omission, failure or fault and shall not apply to any other part of the Property Insured.

For the purposes of Section 1B but not Section 1A of this Policy, the term "Property Insured", where used in the concluding provision of Perils Exclusions 3, is extended to include all property or any part thereof used by the Insured at the Premises for the purpose of the Business.

4. physical loss, destruction or damage occasioned by or happening through:
 - (a) incorrect siting of buildings consequent upon
 - (i) error in architectural design or specification,
 - (ii) faulty workmanship,
 - (iii) non compliance by the Insured (or anyone acting on behalf of the Insured) with the necessary permits issued by Government, Public or Local Authorities;

- (b) demolitions ordered by Government or Public or Local Authorities due to failure on the part of the Insured or their agents to obtain the necessary permits required.
5. physical loss, destruction or damage occasioned by or happening through unexplained or inventory shortage, disappearance resulting from clerical or accounting errors, shortage in the supply or delivery of materials to or from the Insured;
 6. physical loss, destruction or damage occasioned by or happening through:
 - (a)
 - (i) fraudulent or dishonest acts, fraudulent misappropriation, embezzlement, forgery, counterfeiting data corruption, unauthorised amendment of data and erasure by electronic or non-electronic means involving the Property Insured by the Insured or any employee(s) of the Insured acting alone or in collusion with any other person(s),
 - (ii) access by any person(s) other than the Insured or the Insured's employee(s) to the Insured's computer system via data communication media that terminate in the Insured's computer system,

provided that this exclusion shall not apply to theft consequent upon forcible and violent entry upon premises or felonious concealment upon premises committed by an employee of the Insured or theft of money whilst in transit;

Provided further that the term “dishonest acts”, in relation to any of the Insured’s employees, shall not be deemed to mean acts of arson or vandalism.

- (b)
- (i) the cessation of work whether total or partial,
 - (ii) the cessation, interruption or retarding of any process or operation,
- as a result of strikes, labour disturbances or locked out workers,

provided that Perils Exclusions 6(b) (i) and 6(b) (ii) shall not apply in respect of physical loss, destruction or damage directly caused by strikers, locked out workers or similar persons;

- (c) kidnapping, bomb threat, threat of contamination, hoax, extortion or any attempt thereat.

Provided that this Exclusion 6(a) to (c) shall not apply to subsequent loss, destruction or damage to the Property Insured occasioned by a peril (not otherwise excluded) resulting from any event or peril referred to in this exclusion.

7. any legal liability of whatsoever nature other than as herein provided.
8. business interruption of any kind including business interruption due to delay, lack of performance, loss of contract or depreciation in the value of land or stock, except as herein provided in Section 1B.

MEMORANDA APPLICABLE TO SECTION 1A and 1B

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, Conditions and Limitations of this Policy shall apply.

POLICY OPERATION

1. This Policy subject to its terms limitations and conditions shall only apply to the extent that an indemnity is not provided under any Specific Local Primary Policy or where it has been agreed in writing by the Insurers that this Policy shall act as the primary insurance.

Specific Local Primary Policy shall mean:

- (a) any Policy issued locally by the Insurers or their representatives or associated companies
 - (b) any other Policy declared to and accepted by the Insurers
2. Coverage under this Policy (unless acting as the primary insurance) applies only when the perils definitions conditions or Limits of Liability set forth herein are broader in meaning or scope than those of any Specific Local Primary Policy and this Policy shall only apply to provide excess insurance over any amount collectable from such policies.
3. It is a condition that:
 - (a) the sums insured on any Specific Local Policy shall represent the total value at risk in the territory concerned unless otherwise agreed with the Insurers.
 - (b) The Insured shall maintain in force Specific Local Primary Policies or policies issued in substitution thereof. Any renewal or substitution of such Policies shall provide the same cover as the original unless specifically agreed otherwise by the Insurers. In no event shall this Policy be considered a Primary Policy where a policy has lapsed or been cancelled or where a deliberate decision has been taken not to arrange local insurance unless such circumstances have been notified to and accepted by the Insurers.
4. No amount shall be recoverable under this Policy due to:
 - (a) the application of any excess or deductible franchise proportional co- insurance self-insurance or other self-retained part of any risk under any Specific Local Primary
 - (b) any local Business Interruption cover being intentionally restricted to Increase in Cost of Working or its local equivalent
 - (c) the Maximum Indemnity Period on any Specific Local Primary Policy being less than that applicable to this Policy

unless the Insurers have confirmed in writing that this Policy would indemnify the Insured in such circumstances.

5. Any claim for loss destruction damage or interruption shall first be submitted to the insurers of such Specific Local Primary Policy.
6. The aggregate amount recoverable in total under this policy and any Specific Local Policy shall not exceed the amount which would otherwise have been recoverable under this Policy in isolation

ACQUIRED COMPANIES

At the option of the Insured Sections 1A and 1B of this Policy are extended to include damage to and business interruption resulting there from to property belonging to companies and/or other entities purchased or otherwise acquired and/or over which the Insured acquired the capacity to directly or indirectly dominate decision making in relation to financial or operational policies or acquire managerial control or the responsibility to arrange Insurance, during the currency of this Policy. The insured shall declare details of such acquisition or responsibility within a reasonable period following the date of acquisition of control and/or responsibility.

AMOUNT OF POLICY NOT REDUCED BY LOSS

Unless the Insured requests otherwise, the insurance under each section and/or item of this Policy and the Indemnity Period shall be automatically reinstated in the event of any loss.

This automatic reinstatement provision shall not apply in respect of limits stated to be in the annual aggregate during any one period of insurance.

Provided that upon request by the Insurer(s) within 60 days of such automatic reinstatement, a pro-rata additional premium calculated on the amount of the loss settlement at the rate(s) agreed for the Period of Insurance, shall be paid by the Insured.

EVENT

Only for the purpose of the application of the Deductible, all loss, destruction or damage resulting from an insured peril and occurring during any one period of 72 consecutive hours commencing during a Period of Insurance shall be deemed to have been caused by a single event. Each event shall be deemed to have commenced on the first happening of any such loss, destruction or damage not within any prior period of 72 consecutive hours.

CONTRACTUAL AGREEMENTS

When in the ordinary course of business the Insured enters into a contractual agreement which provides that the Insured shall indemnify and/or hold harmless and/or release from liability another party in respect of damage which may occur as a result of any cause or event insured by this Policy, this insurance shall not be prejudiced by the Insured entering into such agreement and the indemnity and/or hold harmless provisions and/or release from liability shall be equally binding upon the Insurer(s). All rights of subrogation against such party(ies) are waived.

SUBROGATION WAIVER

The Insurer(s) agree(s) to waive any rights and remedies or relief to which it/they may become entitled by subrogation against:

- (a) any Insured named or described by this Policy (including its directors, partners, officers, employees or servants);
- (b) any corporation or organisation (including its directors, officers, partners, employees or servants) owned or controlled by any Insured named herein or subsidiary to any Insured named herein or any co-owner of the Property Insured hereunder;
- (c) any party referred to in the Section 1A Memorandum entitled 'Interests of Other Parties', and that any agreement(s) that the Insured may have between any or all such parties will not affect the validity of this Endorsement.

MARINE IMPACT DEFINITION

Marine Impact means damage caused directly by impact and/or movement of vessels or other floating objects designed for use on water.

ADJUSTMENT OF PREMIUM

The premium is flat and non-adjustable except for new Premises acquired or disposed of during the Period of Insurance.

Should the Insured acquire or dispose of any Premises during the Period of Insurance, the premium will be adjusted by payment to the Insurers of an additional premium or by allowance to the insured of a return premium, as the case may be, calculated on a pro-rata basis at the agreed rate for the specific insured. No additional premium shall be payable if the value of the acquisition is less than

CONDITIONS - APPLICABLE TO SECTION 1A & 1B

ERRORS, OMISSIONS AND MISDESCRIPTIONS

The Insured shall not be prejudiced by any unintended and/or inadvertent:

- a. error, omission or misdescription of the risk, interest or Property Insured hereunder,
- b. incorrect declaration of value of such property,
- c. failure to advise the Insurer(s) of any change of risk, interest or Property Insured hereunder,
- d. failure to advise the Insurer(s) of any acquisition of risk, interest or property to be insured hereunder,
- e. failure to comply with any Statutory requirement.

Provided always that the Insured's officer(s) responsible for insurance shall, upon becoming aware of any such matters, inform the Insurer(s) as soon as reasonably practicable and the Insured shall pay a reasonable additional premium upon request by the Insurer(s) from the date of any such change or variation of risk.

CANCELLATION

Notwithstanding anything contained in this Policy to the contrary, this Policy may be cancelled by the Insured by giving notice in writing to the Insurer(s). The Insured's notice of cancellation takes effect at 4:00pm on the thirtieth business day after the day on which notice was given to the Insurer(s).

The Insurer(s) may cancel this Policy by giving the Insured written notice to that effect. The Insurer(s) notice of cancellation takes effect at 4:00pm on the ninetieth business day after the day on which notice was given to the Insured. For the purpose of this clause the Insured shall mean the Insured named in the Schedule and any parties on whom notice of cancellation is required to be served.

In the event of cancellation, the Insurer(s) will repay to the Insured a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

NOTIFICATION OF CLAIMS

On the happening of any loss, destruction or damage giving rise to a claim under this Policy, the Insured shall forthwith give notice thereof in writing to the Insurer(s) and shall as soon as reasonably practicable deliver to the Insurer(s) a statement of claim in writing containing as particular an account as may be reasonably practicable of

the items of property lost, destroyed or damaged, and of the amount of loss, destruction or damage having regard to their value at the time this occurred together with details of any other insurances which may apply to the claim.

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to minimise any interruption of or interference with the Business and to avoid or diminish the loss and shall also deliver to the Insurer(s) a statement in writing of any claim certified by the Insured's auditors or accountants with all particulars and details reasonably practicable as to the loss and shall produce and furnish all books of account and other business books, invoices, vouchers and all other documents, proofs, information, explanations and other evidence and facilities as may reasonably be required to enable the Insurer(s) to investigate and verify the claim and such information or documentation shall be verified on oath if required by the Insurer(s).

FRAUD

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any destruction or damage be occasioned by the wilful act or with the connivance of the Insured, the Insurer(s) without prejudice to any other right(s) the Insurer(s) might have under this Policy, shall be entitled to refuse to pay such claim.

REINSTATEMENT

If the Insurer(s) elect(s) or become(s) bound to reinstate or replace any property, the Insured shall at the Insured's own expense produce and deliver to the Insurer(s) all such plans, documents and information as the Insurer(s) may reasonably require. The Insurer(s) shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the applicable Limit of Liability.

INSURER(S) RIGHTS

On the discovery of any damage in respect of which a claim is or may be made under this Policy the Insurer(s) and every person authorized by the Insurer(s) may, without thereby admitting any liability, and without diminishing the right of the Insurer(s) to rely upon any Conditions of this Policy, enter, take or keep possession of any building or premises where the damage has happened and may take possession of or require to be delivered to the Insurer(s) any of the property damaged and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner.

SUBROGATION

- a. Any person claiming under this Policy shall at the request and at the expense of the Insurer(s) do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer(s) for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurer(s) shall be or would become entitled or subrogated upon the Insurer(s) paying for or making good any Damage under this Policy.
- b. If any recovery is made as a result of the actions described in part (a) above, the Insured shall be entitled to such recovery to the extent of the uninsured portion of the loss. The Insurer(s) shall be entitled to any amount recovered in excess of the uninsured portion of the Insured's loss.

PRECAUTIONS TO PREVENT LOSS

The Insured shall take all reasonable precautions to prevent loss, destruction or damage to the property insured by this Policy.

INSURED'S ACTION AFTER THEFT OR DAMAGE

The Insured shall, upon becoming aware of any loss by theft or of any wilful or malicious damage which may give rise to a claim under this Policy, take all practicable steps to trace and recover any missing property and to discover by whom the property was stolen or damaged.

TERMINATION OF COVER UNDER SECTION 1B

If during the currency of the Policy the Insured:

- a. permanently discontinues or ceases to carry on the Business or if the Insured's proprietary interest in the Business ceases otherwise than by death, or
- b. (being a corporation) is placed in liquidation, provisional liquidation, under official management, under the control of a receiver and manager or if control over its assets is assumed by a receiver, or
- c. (being a natural person) becomes bankrupt.

then the insurance cover provided under Section 1B of this Policy in respect of such Business or Part of the Business (as the case maybe) shall automatically and forthwith cease unless its continuance is admitted in writing by the Insurer(s).

Such termination of cover shall not apply if any of the events stated in clauses a., b. or c. are caused by loss, insured by Section 1B of the Policy, resulting from interruption of or interference with the Business in consequence of Damage to property used by the Insured at the Premises.

OBSERVANCE OF TERMS AND CONDITIONS

The due observance and fulfilment of these Conditions and the other terms of this Policy by the Insured, insofar as the same are capable of being construed as such, are conditions precedent to any liability of the Insurer(s) to make any payment under this Policy.

PROGRESS PAYMENTS

Provided that liability has been admitted progress payments on account of any claim shall be made to the Insured at such intervals and for such amounts as may be agreed upon production of a report by the Loss Adjuster (if appointed) provided such payment(s) shall be deducted from the amount finally determined upon adjustment of the claim.

HEADINGS

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this Policy are not to be construed or interpreted by reference to such headings.

LEADING INSURER(S) CLAUSE

The Insurer(s) named herein hereby acknowledge that the first named Insurer is the representative of other Insurer(s) for all purposes connected with this Policy which appointment shall not be revoked during the continuance of this Policy and any notice given to or received by the first named Insurer shall be deemed to have been given to and received by the other Insurer(s).

HAZARDOUS GOODS

The storage of hazardous goods usual to trade and/or occupation by the insured, or at the Premises, is allowed without notification to the Insurer(s).

CURRENCY

The currency applicable to this Policy shall be _____. When conversion from or to any other currency is required, the exchange rate applicable shall be:

- a. in respect of claims; the rate of exchange published in www.oanda.com at the time of settlement, and
- b. in respect of Declared Values, Limits of Liability, Sub-Limits of Liability and Deductibles; the rate of exchange published in www.oanda.com at the date of inception of the Policy, or if altered during the currency of the Policy the date of such alteration.

JURISDICTION WORLDWIDE & PROPER LAW

Notwithstanding anything in this Policy to the contrary, any dispute concerning interpretation of the terms, Conditions, Limitations and/or Exclusions of this Policy shall, at the option of the Insured, be subject to either the law of _____ or the law applicable at the time and the place the loss occurred, unless any other legal code shall be mutually agreed between the Insured and the Insurers as more appropriate.

Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction selected and will comply with all requirements necessary to give such court jurisdiction. All matters arising thereunder shall be determined in accordance with the law and practice of such court.

Service of process in such suit in a territory outside may be made upon the accredited representative of the Insurer(s) in that territory, who is duly authorised to accept service of process on behalf of the Insurer(s) of this Policy.

It is further agreed that in any suit instituted against any one Insurer upon this Policy, the Insurer(s) will abide by the final decision of such court or of any appellate court in the event of an Appeal.

CERTIFICATE OF CURRENCY

Any Certificate of Currency issued in connection with this Policy and issued by....., is issued with the authority of the Insurer(s) and is equally binding on the Insurer(s).

POLICY INTERPRETATIONS

Where words other than the Insured or the Insurer(s) have been used in the Policy document to represent those legal entities, it is agreed that for the purpose of these Endorsements the words the Insured and the Insurer(s) are deemed to have the same meaning as those words used in the Policy.

It is further agreed that:

- a. words importing persons shall include corporations and other legal entities;
- b. references in the singular shall be deemed to include the plural and vice versa; and
- c. words depicting any gender include reference to all other genders.

SEVERABILITY

This Policy, including any amendment, renewal or variation or endorsement of it, shall be construed as if each person entitled to claim on it, whether a party to the contract of insurance or not, had made a proposal, application or request for the policy, amendment, renewal, variation or endorsement in respect of their interest only.

Further any information or knowledge possessed by a person entitled to claim on this Policy, whether possessed before or after the contract was entered into, shall not be imputed to any other such person. The Insurer(s) will not seek any relief whatsoever (including cancellation of this Policy) for non-disclosure and/or misrepresentation against a person entitled to claim under this Policy unless the Insurer(s) would have been entitled to that relief had the person claiming been the only person covered by this Policy.

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by an Insured shall in any way affect the rights of any other Insured, it being intended that this Policy should be construed as if a separate contract of insurance had been entered into by each Insured, but not so as to increase the Insurer(s) Limit of Liability.

DP WORLD EQUITY INTEREST

For an operation to be insured under this Policy, DP World must either hold an equity interest in the operation or have an agreement to provide management services to the operation.

If during the currency of the Policy the equity interest ceases or the management services agreement is terminated, then the insurance cover for the operation provided under this Policy shall cease. Such termination shall be effective either:

- a. On the date the equity interest ceases, or
- b. When the obligation to provide insurance under the management services agreement expires,

Whichever is the latter.

In the event of termination of cover under this condition, the Insurer(s) shall repay to the Insured a rateable proportion of the premium for the unexpired Period of Insurance from the date of termination provided the incurred claims during the Period of Insurance does not exceed 65% of the premium for the period from inception to the termination date.

Section 2: LIABILITY INCLUDING DEFENSE COST

Section 2A: Liabilities: Cargo Handling Facilities

	Cargo Handling Facilities
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C2	Errors & Omissions
C3	Third Party Liabilities
C4	Fines & Duty
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	Additional Risks
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J11	Affiliate Joint Assured
J12 Ports Co-Assured
Y1	The Definitions

C1 Customer liabilities

1. We insure you for your liability for:

Physical loss and damage of the following, and for resulting consequential loss:

- 1.1. Cargo
- 1.2. Your customer's property (except ships)
- 1.3. Your customer's ships

We do not insure you under this clause for:

- 1.4. liabilities arising from cargo found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
- 1.5. liabilities excluded at G1:2
- 1.6. your liability under 1.2 for loss/damage to your customer's equipment which you lease for use in your insured services
- 1.7. liabilities which are insured at C4:1.2

Qualifications

2. Valuable Cargo

- 2.1. We do not insure you for liabilities in respect of bullion, precious stones or cash/securities unless your customer did not inform you that you were handling these cargoes and you could not, in the circumstances, reasonably have known that you were handling these cargoes. In this case we will apply a limit of each accident and in the aggregate each account year
- 2.2. A limit of each accident and in the aggregate each account year applies to claims in respect of:
 - 2.2.1. processed tobacco/tobacco products
 - 2.2.2. bottled spirits
 - 2.2.3. precious jewellery/precious metal
 - 2.2.4. valuable works of art
 - 2.2.5. thoroughbred horses
 - 2.2.6. computers/handheld electronic products/mobile telephones (and electronic components of these)

C2 Errors & Omissions

1. We insure you for your liability for financial loss:

- 1.1. incurred by your customer arising from failure to perform your contractual obligations
- 1.2. arising from delay in performing your contractual obligations
- 1.3. arising from delivery of cargo contrary to your contractual obligations which is incurred by:
 - 1.3.1. your customer or
 - 1.3.2. the person entitled to delivery under a bill of lading or other contract of carriage or handling documentation

2. We do not insure you under this clause for:

- 2.1. your liability for consequential loss resulting from physical loss or damage of cargo or other property
- 2.2. your own financial loss

Qualifications

3. Intentional or Reckless Conduct

The Directors may in their discretion reduce or reject a claim if you or your employee has acted (or failed to act) intentionally or recklessly. In exercising this discretion the Directors may, among other things, consider your corporate and compliance systems/procedures

4. References to C1

The following paragraphs of C1 also apply to this clause:

- 4.1. Stocktaking (C1:2.1)
- 4.2. Liabilities excluded at G1:2 (C1:2.2)
- 4.3. Valuable cargo (C1:3), save that the limits of stated at C1:3.1 and C1:3.2 are reduced to
- 4.4. Liabilities which are insured at C4:1.2 (C1:2.4)

5. Special Limit

Special limit: each accident and in the aggregate each account year

C3 Third Party Liabilities

1. We insure you as stated below

- 1.1. We insure you for your liability for the following, including resulting consequential loss:
 - 1.1.1. physical loss and damage of third party property
 - 1.1.2. death, injury or illness of any third party
 - 1.1.3. pollution (subject to G1:3)
- 1.2. We insure you for your liability to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1. physical loss and damage of third party property
 - 1.2.2. death, injury or illness of any third party except as at 1.2.3
 - 1.2.3. death, injury or illness of your employee unless excluded at 2.1
 - 1.2.4. pollution (subject to G1:3)
- 1.3. We insure an assured for liabilities directly to an employee of a joint assured and conversely a joint assured for liabilities directly to an employee of the assured or another joint assured

2. We do not insure you under this clause for liabilities:

- 2.1. for death, injury or illness of your employee which you incur as an employer or which would normally be insured under an Employers Liability insurance
- 2.2. arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
- 2.3. arising from an accident on a public road ininvolving a trailer or chassis
- 2.4. in respect of your owned or leased:
 - 2.4.1. equipment leased to someone else - other than to your joint service/ venture partner for use in the joint service
 - 2.4.2. handling equipment used with your consent by someone else, other than to an equipment lessee joint assured
 - 2.4.3. carrying equipment which we do not insure for loss/damage
- 2.5. as owner/lessee of land which is not an insured location
- 2.6. arising from erection or dismantling of handling equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.7)
- 2.7. arising from movement of handling equipment - other than within the same terminal, port or depot

- 2.8. for physical loss or damage of your customer's property and consequential loss arising from this
- 2.9. excluded at G1:2
- 2.10. in respect of any risk which is insured under C4

Qualifications

3. Limit of Liability

In the event that it is held in any court or tribunal that anyone, other than the assured or a named joint assured or co-assured, is entitled to be insured under this insurance, then the limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law and the limit stated in your policy

4. Transfer of Interest in Equipment under Contract of Sale

We only insure you for liabilities in respect of equipment after your interest in it has been transferred under a contract of sale if:

- 4.1. we insured the equipment immediately before the transfer and
- 4.2. the contract of sale includes no warranty except that the equipment is as described and that the purchaser has quiet use

C4 Fines & Duty

1. We insure you for:

- 1.1. The following, imposed on you by an authority, as a result of breach of regulations listed at 1.3:
 - 1.1.1. Fines and other penalties, including confiscation of your insured equipment or other property
 - 1.1.2. Duty and sales/excise tax and similar fiscal charges
 - 1.1.3. Costs
- 1.2. Liability for financial loss incurred by a third party as a result of a liability specified at 1.1
- 1.3. The regulations referred to at 1.1 relate to:
 - 1.3.1. import/export and carriage of cargo, conveyances or equipment
 - 1.3.2. immigration
 - 1.3.3. safety at work, including corporate manslaughter and corporate homicide
 - 1.3.4. security/anti-terrorism
 - 1.3.5. pollution

2. We do not insure you under this clause: for liability/confiscation arising from:

- 2.1. breach of regulations relating to competition or regulation of companies
- 2.2. ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
- 2.3. your owned/leased carrying equipment which we do not insure for loss/damage
- 2.4. your making your customs bond/guarantee available to another person - unless this arises from:
 - 2.4.1. assistance which an operator provides to you in your insured services or

3. other insured services which you provide

Qualifications

4. Intentional or Reckless Conduct

The Directors may in their discretion reduce or reject a claim if you or your employee has acted (or failed to act) intentionally or recklessly

5. Illegality

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

6. Enforcement of Reimbursement

If it is held by a court or tribunal that you have no right to enforce reimbursement of a claim under this clause, we undertake to treat the claim as if your right is enforceable unless it would be illegal for us to do so

7. Limit

Limit for claims under 1.3.5: each accident and in the aggregate each account year

C5 Costs

1. We insure you for the following costs:

1.1. Mitigation Costs of minimising a claim

1.2. Investigation & Defence

Costs arising from investigating an accident which may give rise to a claim and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim

1.3. Disposal Costs, additional to costs which you would have incurred in any event, of disposing of cargo, insured carrying equipment or your customer's property- except a ship/aircraft (or wreck) - after an accident to it

1.4. Quarantine & Disinfection (including fumigation)

Costs other than costs incurred in the normal course of business

1.5. Wreck Removal

Costs of removing the wreck of a ship, where during your period of insurance, one of the following circumstances arises:

1.5.1. you have a liability under a regulation or under an order of an authority or

1.5.2. the wreck is a danger to navigation or

1.5.3. the wreck has to be removed in order to avoid or reduce the risk of a claim or

1.5.4. the wreck has to be removed in order to mitigate a claim or

1.5.5. the wreck has to be removed in order to provide your insured services

1.6. Clean Up Costs

Clean up costs which you incur under compulsorily applicable law or by order of an authority.

2. We do not insure you under this clause for:

2.1. costs which are insured under C4:1.1.3

2.2. costs under 1.5 or 1.6 which are insured under any other provision in your policy

Qualifications

3. Approval/Agreement

We only insure you if:

- 3.1. the Managers have agreed to the costs or
- 3.2. the Directors decide that the costs were properly incurred

4. Limits- Claims are subject to limits as below:

- 4.1. 1.1-1.2: as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose
- 4.2. 1.3-1.4: as stated in your certificate
- 4.3. 1.5-1.6: each accident and in the aggregate each account year

5. Deductibles- Claims are subject to deductibles as below:

- 5.1. 1.1: as for the claim being mitigated
- 5.2. 1.2-1.6 nil

Additional Risks

A1 Discretionary Insurance

1. We insure you as follows:

In addition to insurance under other clauses the Directors may decide that we will reimburse you in an amount in their discretion for risks incurred:

- 1.1. incidental to insured services
- 1.2. in case of interference by an international organisation or authority, which the Directors consider is unwarranted or requires investigation
- 1.3. where the Directors by special direction consider this in our interests, or those of our members

A2 Personal Rights & Advertising

1. We insure you for your liability for:

- 1.1. Malicious prosecution, false arrest, false detention and false imprisonment
- 1.2. Defamation
- 1.3. Wrongful entry/eviction or other invasion of rights of private occupancy
- 1.4. Advertising injury arising from an offence, committed within the period of your insurance, in the course of advertising your goods, products or services

2. We do not insure you under this clause for liabilities:

- 2.1. arising from wilful violation of a penal regulation - by you or with your knowledge (or by or with the knowledge of your executive officer)
- 2.2. to a person and relating to your direct or indirect employment of that person
- 2.3. arising from a false oral or written publication - by you or on your direction - with knowledge of its falsity
- 2.4. arising under a contract
- 2.5. for defamation under 1.2 which:
 - 2.5.1. was published before your insurance started - or where a similar defamation was published before your insurance started
 - 2.5.2. concerns any organisation/business and was published by you (or on your order or by or on the order of your executive officer) knowing it to be false

- 2.6. under 1.2 for any risk which is covered under 1.4
- 2.7. for advertising injury under 1.4 arising from:
 - 2.7.1. breach of contract - other than misappropriation of advertising ideas under an implied contract
 - 2.7.2. failure of goods, products or services to conform with advertised quality or performance
 - 2.7.3. wrong description of the price of goods, products or services
 - 2.7.4. an offence committed by an assured or joint assured whose business is advertising, broadcasting, publishing or telecasting

Qualifications

3. Limit

Limit: each accident and in the aggregate each account year

A3 Handling Equipment (CHF)

- 1. We insure you for:
 - 1.1. Physical loss and damage of insured handling equipment arising from:
 - 1.1.1. an accident including mechanical/electrical breakdown or malfunction
 - 1.1.2. strikes riots & terrorist risks
 - 1.2. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:
 - 1.2.1. prevented because the equipment is a total loss or
 - 1.2.2. delayed because you have a liability to repair the equipment
- 2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. computer, data processing or program error/breakdown
 - 2.1.6. mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
 - 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.3. loss/damage arising from:
 - 2.3.1. order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
 - 2.3.2. tests under abnormal conditions unless to comply with regulations
 - 2.3.3. overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
 - 2.3.4. any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or

- c. a surveyor approved by the Managers
- 2.3.5.erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6)
- 2.3.6.movement of equipment - other than within the same terminal, port or depot
- 2.4. loss/damage of an expendable/replaceable part unless arising from loss/damage to the equipment which is external to the part
- 2.5. loss/damage while the equipment is:
 - 2.5.1.leased to someone else
 - 2.5.2.used with your consent by someone else
- 2.6. war risks

Qualifications

- 3. Declaration
 - 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any equipment during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below
- 4. SR&T (Strikes Riots & Terrorist) Risks
 - 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 4.3.2. (declared or not) between permanent members of the UN Security Council

5. Reimbursement

We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:

- 5.1. Damage
 - 5.1.1.We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
 - 5.1.2.We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
 - 5.1.3.We will deduct the value of any part that you can use again
 - 5.1.4.We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance

You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection

5.2. Actual Total Loss- We will pay the insured value

5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

5.4. Leased Equipment

We will pay the value of the item which you are liable to pay under lease, not exceeding the insured value

6. Average

If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):

6.1. applies only if the insured value is less than 80% of the market value of the item

6.2. applies separately to each item of equipment

6.3. does not apply to freight charges and labour costs

6.4. does not apply if the insured value is an agreed value

6.5. does not require us to pay more than the insured value for any item of equipment

7. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

8. Debris Removal Costs

8.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:

8.1.1. debris removal from the site of the equipment, or immediately adjacent to it

8.1.2. dismantling/demolishing the equipment

8.1.3. shoring/propping up the equipment

8.1.4. clearing drains/sewers

8.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination

8.3. We do not insure you under any other provision in your policy for costs specified at 8.1

8.4. Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)

8.5. We only insure you for costs specified at 8.1 if:

8.5.1. the Managers have agreed to the costs or

8.5.2. the Directors decide that the costs were properly incurred

9. Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date

A4 Handling Equipment (LPTA/NPTA/UKP)

1. We insure you for:

1.1. Physical loss and damage of insured handling equipment arising from:

1.1.1. an accident including mechanical/electrical breakdown or malfunction

1.1.2. strikes riots & terrorist risks

1.2. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:

1.2.1. prevented because the equipment is a total loss or

1.2.2. delayed because you have a liability to repair the equipment

2. We do not insure you under this clause for:

- 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. computer, data processing or program error/breakdown
 - 2.1.6. mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
- 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
- 2.3. loss/damage arising from:
 - 2.3.1. order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
 - 2.3.2. tests under abnormal conditions unless to comply with regulations
 - 2.3.3. overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
 - 2.3.4. any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or
 - c. a surveyor approved by the Managers
 - 2.3.5. erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6)
 - 2.3.6. movement of equipment - other than within the same terminal, port or depot
- 2.4. loss/damage of an expendable/replaceable part - unless arising from loss/ damage to the equipment which is external to the part
- 2.5. war risks

Qualifications

3. Declaration
 - 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any equipment during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below
4. SR&T (Strikes Riots & Terrorist) Risks
 - 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will

notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given

4.3. Insurance for SR&T risks will automatically terminate on:

- 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
- 4.3.2. war (declared or not) between permanent members of the UN Security Council

5. Reimbursement

We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:

5.1. Damage

- 5.1.1. We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
- 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.1.3. We will deduct the value of any part that you can use again
- 5.1.4. We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.1.5. You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection

5.2. Actual Total Loss

We will pay the insured value

5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

5.4. Leased Equipment

We will pay the value of the item which you are liable to pay under a lease, not exceeding the insured value

Average

If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):

- 5.5. applies only if the insured value is less than 80% of the market value of the item
- 5.6. applies separately to each item of equipment
- 5.7. does not apply to freight charges and labour costs
- 5.8. does not apply if the insured value is an agreed value
- 5.9. does not require us to pay more than the insured value for any item of equipment

6. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

7. Debris Removal Costs

7.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:

- 7.1.1. debris removal from the site of the equipment, or immediately adjacent to it
- 7.1.2. dismantling/demolishing the equipment
- 7.1.3. shoring/propping up the equipment

- 7.1.4. clearing drains/sewers
- 7.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination
- 7.3. We do not insure you under any other provision in your policy for costs specified at 8.1
- 7.4. Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)
- 7.5. We only insure you for costs specified at 8.1 if:
 - 7.5.1. the Managers have agreed to the costs or
 - 7.5.2. the Directors decide that the costs were properly incurred
- 8. Limit (Per Diem Lease Charges)
The maximum of charges which you incur for 30 days from and including the original redelivery date

A5 Handling Equipment (TLG/SO)

- 1. We insure you for:
 - 1.1. Physical loss and damage of insured handling equipment arising from:
 - 1.1.1. an accident including mechanical/electrical breakdown or malfunction
 - 1.1.2. strikes riots & terrorist and piracy risks
 - 1.2. Your liability for general average and salvage contributions in respect of insured handling equipment (including strike riots & terrorist risks and piracy)
 - 1.3. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:
 - 1.3.1. prevented because the equipment is a total loss or
 - 1.3.2. delayed because you have a liability to repair the equipment
- 2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. computer, data processing or program error/breakdown
 - 2.1.6. mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
 - 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.3. loss/damage arising from:
 - 2.3.1. order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
 - 2.3.2. tests under abnormal conditions unless to comply with regulations
 - 2.3.3. overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
 - 2.3.4. any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or
 - c. a surveyor approved by the Managers

- 2.3.5.erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6)
- 2.3.6.movement of equipment - other than within the same terminal, port or depot
- 2.4. loss/damage of an expendable/replaceable part - unless arising from loss/damage to the equipment which is external to the part
- 2.5. loss/damage while the equipment is:
 - 2.5.1.leased to someone else
 - 2.5.2.used with your consent by someone else
- 2.6. war risks

Qualifications

- 3. Declaration
 - 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any equipment during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below
- 4. SR&T (Strikes Riots & Terrorist) & Piracy Risks
 - 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. The Managers may at any time decide that we will not insure you for SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1.hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 4.3.2.war (declared or not) between permanent members of the UN Security Council
- 5. Reimbursement- We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:
 - 5.1. Damage
 - 5.1.1.We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
 - 5.1.2.We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
 - 5.1.3.We will deduct the value of any part that you can use again
 - 5.1.4.We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance
You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection
 - 5.2. Actual Total Loss- We will pay the insured value
 - 5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

5.4. Leased Equipment

We will pay the value of the item which you are liable to pay under at lease, not exceeding the insured value

6. Average

If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):

- 6.1. applies only if the insured value is less than 80% of the market value of the item
- 6.2. applies separately to each item of equipment
- 6.3. does not apply to freight charges and labour costs
- 6.4. does not apply if the insured value is an agreed value
- 6.5. does not require us to pay more than the insured value for any item of equipment

7. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

8. Debris Removal Costs

8.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:

- 8.1.1. debris removal from the site of the equipment, or immediately adjacent to it
- 8.1.2. dismantling/demolishing the equipment
- 8.1.3. shoring/propping up the equipment
- 8.1.4. clearing drains/sewers

8.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination

8.3. We do not insure you under any other provision in your policy for costs specified at 8.1

8.4. Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)

8.5. We only insure you for costs specified at 8.1 if:

- 8.5.1. the Managers have agreed to the costs or
- 8.5.2. the Directors decide that the costs were properly incurred

9. Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date

10. Interest in Ship/Aircraft

G1:5 does not apply to this clause

A6 Property

1. We insure you for:

Physical loss and damage of insured property arising from:

- 1.1. an accident including mechanical/electrical breakdown or malfunction
- 1.2. strikes riots & terrorist risks

2. We do not insure you under this clause for:

- 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured property or to other insured property:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. normal settling, shrinking or expansion in buildings, structures or foundations

- 2.1.6. atmospheric conditions (dampness, dryness, extremes or changes of temperature), condensation, fog or smog
- 2.1.7. rot, spoilage, decay, decomposition or leakage
- 2.1.8. insects, vermin or microorganisms
- 2.1.9. computer, data processing or program error/breakdown
- 2.2. loss/damage arising from modifying, testing, erecting or dismantling insured property
- 2.3. war risks
- 2.4. insured property found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
- 2.5. loss/damage arising from order, nationalisation, embargo, quarantine, requisition, compulsory purchase by authority
- 2.6. fines (and other penalties)
- 2.7. theft, fraud, wrongful conversion or abstraction by you, your employee or your bailee whether or not in collusion with others or in the course of anyone's duty
- 2.8. loss/damage to buildings or structures which are:
 - 2.8.1. in the course of construction or
 - 2.8.2. unoccupied for more than 30 days unless 24 hour security is provided
- 2.9. loss/damage to electronic recordings arising from electrical/magnetic interference - other than by lightning
- 2.10. loss/damage to cargo
- 2.11. loss/damage arising from natural disasters, to the extent that compensation is available to uninsured parties under a government sponsored scheme

Qualifications

- 3. Declaration
 - 3.1. You may add property which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any property during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5-6 below
- 4. SR&T (Strikes Riots & Terrorist) Risks
 - 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your property which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your property is involved or not)
 - 4.3.2. war (declared or not) between permanent members of the UN Security Council
- 5. Reimbursement: Loss & Damage-We will in no case pay more than the insured value. Subject to this, we will pay as follows:
 - 5.1. Damage

- 5.1.1. We will, in our discretion, pay the cost of repair of the property or the indemnity value of the damaged part
- 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.1.3. We will deduct the value of any part that you can use again
- 5.1.4. We will not pay for temporary repairs, or for damage arising from use of property in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.1.5. You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection
- 5.2. Actual Total Loss
We will pay the insured value
- 5.3. Constructive Total Loss (CTL)
If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value
6. Reimbursement: Special Cases
We will in no case pay more than the insured value. Subject to this, we will pay as follows:
 - 6.1. Leased Property-
We will pay the value of the item which you are liable to pay under a lease
 - 6.2. Third Party Property-
We will pay the amount for which you are liable
 - 6.3. Tenants Improvements/Betterments
If you make an improvement or betterment we will pay up to the indemnity value. We do not insure you in the case of improvement/betterment by others for your use
 - 6.4. Documents/Data
 - 6.4.1. Film, tape, disc and electronic recording or storage media
 - a. if electronic data is restored or replaced
we will pay the cost of restoring or replacing the media to its condition before the accident, including recreating and assembling data
 - b. if electronic data is not (or cannot be) restored or replaced we will pay up to the cost of the media in unexposed or blank form
 - 6.4.2. Documents other than as at 6.4.1:
We will pay up to the cost of blank material plus labour costs of restoration, transcription and copying
7. Average
If the market value of an item of property at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5-6 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (7):
 - 7.1. applies only if the insured value is less than 80% of the market value of the item
 - 7.2. applies separately to each item
 - 7.3. does not apply to freight charges and labour costs
 - 7.4. does not apply if the insured value is an agreed value
 - 7.5. does not require us to pay more than the insured value for any item of property
8. Storm Earthquake Flood SR&T
An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
9. Public Authorities

- 9.1. We insure you for the additional cost of reinstatement of lost/damaged property solely to comply with a regulation, excluding:
 - 9.1.1. loss/damage which occurred before the commencement of your insurance
 - 9.1.2. loss/damage in respect of which notice was served on you before the loss/damage occurred
 - 9.1.3. loss/damage in respect of undamaged property (or part of property). This exclusion does not apply:
 - a. to foundations (unless foundations are excluded elsewhere under your policy)
 - b. if compliance is required in order to ensure repair or reinstatement of damaged property
 - 9.1.4. rates, taxes, duties, charges and assessments arising from capital appreciation arising from compliance with the regulation.
- 9.2. The reinstatement must be completed with reasonable despatch, and in any case within twelve months from the loss/damage, unless the Managers otherwise agree
10. Debris Removal Costs
 - 10.1. We insure you for the following costs in respect of insured property damaged as specified at 1 above:
 - 10.1.1. debris removal from the site of the property, or immediately adjacent to it
 - 10.1.2. dismantling/demolishing the property
 - 10.1.3. shoring/propping up the property
 - 10.1.4. clearing drains/sewers
 - 10.2. We do not insure you under this paragraph 10 for costs arising from pollution/contamination
 - 10.3. We do not insure you under any other provision in your policy for costs specified at 10.1
 - 10.4. Costs specified at 10.1 are in excess of the insured value of the property concerned (subject to G2:29.3)
 - 10.5. We only insure you for costs specified at 10.1 if:
 - 10.5.1. the Managers have agreed to the costs or
 - 10.5.2. the Directors decide that the costs were properly incurred

A7 Business Interruption: Insured Damage

1. We insure you for:

The following arising from an accident as defined at 3.1:

 - 1.1. Loss of Profits
 - 1.2. Increased Cost of Working
 - 1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees
2. We do not insure you under this clause for:
 - 2.1. your liability for sales tax
 - 2.2. war risks and strikes riots & terrorist risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 2.3. cessation of work
 - 2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected
 - 2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you
 - 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
 - 2.7. increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of an insured asset
 - 2.8. loss of market

Qualifications

3. Definitions

- 3.1. Accident as at 1 above means an accident which results in a claim for loss/ damage of your insured asset, which we pay, or which we would have paid except for an applicable deductible and which results in your (wholly/partly) being unable to provide your insured services
- 3.2. An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
- 3.3. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 3.3.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 3.3.2. revenue from re-located operations as a result of an accident
 - 3.3.3. taxes saved in consequence of loss of revenue
 - 3.3.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the asset
- 3.4. Increased Cost of Working as at 1.2 means additional costs during the indemnity period solely to avoid/minimize loss of revenue:
 - 3.4.1. not exceeding the potential loss being avoided/minimised
 - 3.4.2. excluding costs in extinguishing a fire
- 3.5. Revenue means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.6. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
- 3.7. Indemnity period means:
 - 3.7.1. the period during which revenue is affected, not exceeding 12 months from the termination of the deductible period (subject to 3.7.2)
 - 3.7.2. in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, where no other insured equipment is lost/damaged, the indemnity period will not exceed 30 consecutive days from the termination of the deductible period

4. Costs

- 4.1. We only insure you under 1.3 if:
 - 4.1.1. the Managers have agreed to the costs or
 - 4.1.2. the Directors decide that the costs were properly incurred
- 4.2. We do not insure you under any other provision in your policy for risks specified at 1.3

5. Loss Prevention

If you have property or equipment available to you at the start of the insurance or there are other factors existing at the start of the insurance which would or might reduce the risk of a claim under this clause or which would or might reduce the quantum of a claim, you will give us immediate notice of any change to that property or equipment or any change in the other factors. If the Managers do not agree the change in risk, we will not be liable for claims caused or increased by the change

6. On Account Payment

- 6.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss
You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured

7. SR&T (Strikes Riots & Terrorist) & Piracy Risks

- 7.1. The Managers may at any time decide that we will not insure you for SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 7.2. Insurance for SR&T and piracy risks will automatically terminate on:
 - 7.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 7.2.2. war (declared or not) between permanent members of the UN Security Council
8. Limits
 - 8.1. Limit: each accident and in the aggregate each account year
 - 8.2. Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

A8 Business Interruption: Berth Blockage

1. We insure you for:
The following arising from an accident as defined at 3.1:
 - 1.1. Loss of Profits
 - 1.2. Increased Cost of Working
 - 1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees
2. We do not insure you under this clause for:
 - 2.1. your liability for sales tax
 - 2.2. war risks and strikes riots & terrorist risks arising from war – including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 2.3. cessation of work
 - 2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected
 - 2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you
 - 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
 - 2.7. loss of market
 - 2.8. risks arising from nationalisation, requisition or compulsory purchase by an authority of the berth or of access to it

Qualifications

3. Definitions
 - 3.1. Accident as at 1.1 means an accident causing physical blockage as a result of which:
 - 3.1.1. ships are unable to gain access to your insured berth and
 - 3.1.2. you are unable (wholly/partly) to provide insured services
 - 3.2. An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
 - 3.3. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 3.3.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 3.3.2. revenue from re-located operations as a result of an accident
 - 3.3.3. taxes saved in consequence of loss of revenue

- 3.3.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the asset
- 3.4. Increased Cost of Working as at 1.2 means here additional costs during the indemnity period solely to avoid/minimise loss of revenue:
 - 3.4.1. not exceeding the potential loss being avoided/minimised
 - 3.4.2. excluding costs in extinguishing a fire
- 3.5. Revenue means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.6. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
- 3.7. Indemnity period means the period during which revenue is affected, not exceeding 12 months from the termination of the deductible period
4. Costs
 - 4.1. We only insure you under 1.3 if:
 - 4.1.1. the Managers have agreed to the costs or
 - 4.1.2. the Directors decide that the costs were properly incurred
 - 4.2. We do not insure you under any other provision in your policy for risks specified at
5. Loss Prevention
 - 5.1. You will give us immediate notice of:
 - 5.1.1. any change to a reserve berth or other factor, existing at the start of the insurance, and which would or could have reduced the risk of a claim under this clause
 - 5.1.2. any alteration to a berth or its access which could increase the risk of a claim under this clause
 - 5.2. If the Managers do not agree to the change in risk, we will not be liable for claims caused or increased by it
 - 5.3. You will take all reasonable endeavours to:
 - 5.3.1. prevent accidents
 - a. maintain any insured berth and its access in good working order
 - b. comply with regulations
 - 5.4. You will allow the Managers to examine an insured berth and its access at any reasonable time
 - 5.5. The Managers may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation
6. On Account Payment
 - 6.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss
 - 6.2. You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured
7. SR&T (Strikes Riots & Terrorist) Risks
 - 7.1. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 7.2. Insurance for SR&T risks will automatically terminate on:
 - 7.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 7.2.2. war (declared or not) between permanent members of the UN Security Council
8. Limits

- 8.1. Limit: each accident and in the aggregate each account year
- 8.2. Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

A9 Tenants & Fire Legal Liabilities

1. We insure you for:
Your liability for physical destruction/damage of buildings which:
 - 1.1. are leased to you and
 - 1.2. you use in your insured services
2. We do not insure you under this clause:
 - 2.1. where you have a contractual obligation to insure the building
 - 2.2. for risks for which you are insured under any other insurance or for which you would have been insured except for an exclusion/qualification. We also do not insure you for any reduction in the amount recoverable from that insurance because of:
 - 2.2.1. a deductible or limit of liability
 - 2.2.2. the existence of our insurance (directly or indirectly)

Qualifications

3. Contractual Liabilities
We only insure you for contractual liabilities to the extent that your liability does not exceed what it would have been without the contract

A10 Road Liabilities

1. We insure you for:
 - 1.1. The liabilities stated at 1.2 below arising out of an accident in and involving a chassis or trailer, or an intermodal shipping container carried on a chassis or trailer, for use on public roads:
 - 1.1.1. which you own, lease, maintain, manage or use or
 - 1.1.2. which is used in a declared activity specified in your certificate
 - 1.2. The following liabilities are insured as stated at 1.1 above, including resulting consequential loss:
 - 1.2.1. for physical loss and damage of third party property
 - 1.2.2. for death, injury or illness of any third party
 - 1.2.3. to indemnify a third party for its liability for:
 - a. physical loss and damage of third party property
 - b. death, injury or illness of any third party except as at 1.2.3(c)
 - c. death, injury or illness of your employee unless excluded at 2.1
2. We do not insure you under this Clause for liabilities:
 - 2.1. for death, injury or illness of your employee, or your employee's spouse, child, parent or sibling arising out of or relating to employment by you of the employee - or contractual liability to compensate anyone in respect of this
 - 2.2. arising from ownership, lease or operation by you (or your employee) of a road vehicle which is required to be licensed
 - 2.3. arising from an accident involving a chassis/trailer attached to a road vehicle which is required to be licensed which you (or your employee) own, lease or operate
 - 2.4. in respect of your equipment leased to someone else other than:
 - 2.4.1. to your joint service partner for use in the joint service or

- 2.4.2. while interchanged to a motor carrier or used in a chassis pool in which you participate
- 2.5. in respect of your handling equipment used with your consent by someone else
- 2.6. which are contractual liabilities to compensate someone else for physical loss or damage to your owned/leased property
- 2.7. for accidents occurring:
 - 2.7.1. before you accept the cargo for movement on to the insured chassis/trailer
 - 2.7.2. after you move the cargo from the insured chassis/trailer to the place where you finally deliver it
- 2.8. arising from your product or any part of your product
- 2.9. arising from your work, after that work has been completed or abandoned. For the purposes of this paragraph (2.9) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf
- 2.10. arising from:
 - 2.10.1. transportation of pollutants as waste
 - 2.10.2. release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
 - 2.10.3. investigation, clean up or removal of pollution

This paragraph (2.10) will prevail in case of inconsistency with G1:1.2 or G1:3
- 2.11. to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers
- 2.12. for war risks

Qualifications

- 3. Scope of Insurance
 - 3.1. We only insure you to the extent that liabilities are not insured under other insurances available to you and other parties besides the domestic policy
 - 3.2. You will use your best endeavours to recover losses, and pursue indemnity against other parties (and their insurers)
 - 3.3. This insurance:
 - 3.3.1. does not insure other parties
 - 3.3.2. is in excess of any sums recoverable from other parties (or their insurers)
 - 3.3.3. is not automobile or excess automobile liability insurance
 - 3.4. Other parties means parties other than you involved in the accident, and any owner, lessor, lessee, operator or user of the chassis/trailer (or motor vehicle towing it)
- 4. Domestic Policy
 - 4.1. On your request we will provide you with a certificate of insurance evidencing a policy issued by an approved insurer in, insuring your liability as specified at 1 above (a domestic policy)
 - 4.2. The domestic policy is subject to:
 - 4.2.1. its terms
 - 4.2.2. a limit each accident equal to the minimum insurance requirements for each person and under the law of the state, province or other jurisdiction for which the policy is issued, not to exceed the limits specified in your certificate
 - 4.2.3. a retained amount of each accident or the limits of the domestic policy, whichever is the less
 - 4.3. The limits at 4.2 are not in addition to your limit with us. The total of your limits under the domestic policy, and under your insurance with us will therefore not exceed your limit for claims under this clause
 - 4.4. You will be a joint assured together with us under the domestic policy, but will not:

- 4.4.1.be responsible for payment of premium to the domestic underwriter
- 4.4.2.exercise any right to cancel the policy
- 4.4.3.be responsible for the retained amount unless otherwise stated in your certificate
- 5. Uniform Intermodal Interchange & Facilities Access Agreement
It is a condition precedent that the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), or other similar equipment interchange or lease agreement which the Managers have approved, remain in effect and in good standing at all times during your period of insurance
- 6. Limit of Liability
In the event that it is held in any court or tribunal that anyone, other than the assured or a named joint assured or co-assured, is entitled to be insured under this insurance, then the limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law and the limit stated in your policy
- 7. Deductible
Claims under this clause are subject to a nil deductible - unless otherwise specifically indicated in your certificate

A11 Carrying Equipment

- 1. We insure you for:
 - 1.1. Physical loss and damage of insured carrying equipment arising from:
 - 1.1.1.an accident
 - 1.1.2.war/strikes riots & terrorist risks or piracy
 - 1.2. Your liability for general average and salvage contributions in respect of insured carrying equipment (including war/strikes riots & terrorist risks and piracy)
- 2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from:
 - 2.1.1.defects in design/manufacture
 - 2.1.2.wear and tear
 - 2.1.3.mechanical/electrical breakdown or malfunction
 - 2.1.4.equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.2. loss/damage to lights, winding handles, tyres/wheels of a chassis/trailer unless due to loss of the chassis/trailer or to an accident also damaging another part of the chassis/trailer
 - 2.3. risks:
 - 2.3.1.while the equipment is leased to someone else
 - 2.3.2.after you cease to have an interest in the equipment
 - 2.4. loss/damage - except actual total loss - to equipment valued as at 6 below at less than:
 - 2.4.1.....: reefer/tank container; reefer/tank trailer; rail wagon
 - 2.4.2.....: trailer (except as specified at 2.4.1)
 - 2.4.3.....: all other carrying equipment

Qualifications

- 3. Declaration
 - 3.1. You will show in your declaration the number of items - and aggregate insured value on the adjustment date - of each type of carrying equipment
 - 3.2. You will not reduce the insured value of any item during your account year
- 4. Container Stowage & Securing System

The Directors may reduce or reject a claim arising from container stowage on a ship which you own or charter to the extent that the claim is incurred or increased by:

- 4.1. your failure to adhere to the relevant provisions of the SOLAS Convention, IMDG Code or any other IMO Code or
- 4.2. a stowage/securing system which is deficient unless:
 - 4.2.1.the system:
 - a. complies with classification society recommendations or
 - b. has been approved by an organisation which the Managers have approved or
 - 4.2.2.you have taken other reasonable measures to ensure the system was appropriate
5. War/SR&T(Strikes Riots & Terrorist) & Piracy Risks
 - 5.1. CTL (Constructive Total Loss)

If you are deprived by seizure* of equipment for a continuous period of 12 months, we will regard this as a constructive total loss for the purposes of your insurance for war/SR&T or piracy risks at the date this period commenced - provided that the equipment:

 - 5.1.1.was insured for war/SR&T or piracy risks on that date and
 - 5.1.2.had not already become a total loss as a result of an insured risk at some time during the period
 - 5.2. We do not insure you for war risks arising from:
 - 5.2.1.hostile detonation of a nuclear weapon
 - 5.2.2.war (declared or not) between permanent members of the UN Security Council
 - 5.2.3.seizure* by an authority of your country
 - 5.2.4.seizure* under any customs or quarantine regulation
 - 5.2.5.ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause

*Seizure at 5.1/5.2 includes capture, arrest, restraint, detainment, confiscation or expropriation
 - 5.3. The Managers may at any time decide that we will not insure you for war, SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 5.4. Our insurance for war risks in respect of equipment which is not on board an oversea ship or aircraft when the loss/damage occurs is subject to a limit of each accident and in the aggregate each account year. For the avoidance of doubt, this limit does not apply to piracy or SR&T risks (unless arising from war) and cover is in any case subject to 5.3
 - 5.5. Insurance for war, SR&T and piracy risks will automatically terminate on:
 - 5.5.1.hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 5.5.2.war as at 5.2.2
6. Amounts Recoverable

Amounts recoverable from us will not exceed:

 - 6.1. Owned equipment:
 - 6.1.1.Loss: insured value at time of loss
 - 6.1.2.Damage: reasonable repair costs* - not exceeding insured value
 - 6.2. Leased equipment:
 - 6.2.1.Loss: amount payable under lease - or insured value if no amount specified
 - 6.2.2.Damage: reasonable repair costs* - not exceeding amount payable under lease

*repair costs may include reasonable cost of your own labour and materials (not exceeding the market cost)
7. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the applicable amount specified at 6 above, we will pay this amount as a CTL, less any salvage value

8. Interest in Ship/Aircraft

G1:5 does not apply to this clause

9. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

A12 Medical Payments

1. We insure you for:

1.1. Reasonable medical expenses as at 1.2 as a result of injury arising from an accident:

1.1.1. on premises which you own or rent - or ways next to premises which you own or rent and

1.1.2. arising from your operations

1.2. The following costs arising as at 1.1:

1.2.1. first aid administered at the time of an accident

1.2.2. necessary medical, surgery, x-ray and dental services, including prosthetic devices and ambulance, hospital, professional nursing and funeral services

2. We do not insure you under this clause for expenses for injury:

2.1. to any assured or joint assured/co-assured

2.2. to anyone hired to do work for (or on behalf of) you or your tenant

2.3. to anyone injured on that part of your owned or rented premises which the person normally occupies

2.4. to anyone if benefits are payable under workers compensation, disability benefits or similar law whether or not the person is your employee

2.5. to anyone injured taking part in recreational activities

2.6. excluded under N3:2

2.7. due to war (declared or not) or any act incident to war – including civil war, insurrection, rebellion and revolution

Qualifications

3. No Fault

We will make payments as specified at 1 above regardless of fault

4. Injuries Off Premises

We insure injuries occurring off premises which you own or rent only if:

4.1. the accident takes place in the coverage territory and during the period of insurance and

4.2. the expenses are incurred and reported to us within one year of the accident and

4.3. the injured person submits to examination (at our expense) by physicians of our choice as often as we require

5. Limit

Limit: each accident and in the aggregate each account year

A13 Business Interruption (UKP)

1. We insure you for:

The following arising from an accident as defined at 3.1:

1.1. Loss of Profits

1.2. Increased Cost of Working

- 1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees.
2. We do not insure you under this clause for:
 - 2.1. your liability for sales tax
 - 2.2. war risks and strikes riots & terrorist risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 2.3. cessation of work
 - 2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected
 - 2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you
 - 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
 - 2.7. increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of an insured asset
 - 2.8. risks arising from nationalisation, requisition or compulsory purchase by an authority of an insured berth or of access to it
 - 2.9. loss of market

Qualifications

3. Accident

Accident as at 1 above means an accident:

 - 3.1. which results in a claim for loss/damage of your insured asset, which we pay, or which we would have paid except for an applicable deductible and which results in your (wholly/ partly) being unable to provide your insured services or
 - 3.2. causing physical blockage as a result of which:
 - 3.2.1. ships are unable to gain access to your insured berth and
 - 3.2.2. you are unable (wholly/partly) to provide insured services or
 - 3.3. causing damage to:
 - 3.3.1. property near insured property and preventing, hindering or denying access to, insured property (whether or not the insured property is itself lost/damaged).
 - 3.3.2. property which is operated by public supply undertakings as below from which you obtain electricity, gas or water, or receive telecommunication services:
 - a. electricity: generating/sub station
 - b. gas (including connected natural gas suppliers): land based premises
 - c. water: water works or pumping station
 - d. land based telecommunications: premises
4. Accident (Storm Earthquake Flood SR&T)

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
5. Definitions
 - 5.1. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 5.1.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 5.1.2. revenue from re-located operations as a result of an accident
 - 5.1.3. taxes saved in consequence of loss of revenue

- 5.1.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the insured asset
- 5.2. Increased Cost of Working as at 1.2 means additional costs during the indemnity period solely to avoid/minimise loss of revenue:
 - 5.2.1. not exceeding the potential loss being avoided/minimised
 - 5.2.2. excluding costs in extinguishing a fire
- 5.3. Revenue means monies which you receive for providing insured services.
We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 5.4. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
- 5.5. Indemnity period means:
 - 5.5.1. the period during which revenue is affected, not exceeding 24 months from the termination of the deductible period - unless otherwise stated in your certificate (subject to 5.5.2 & 5.5.3)
 - 5.5.2. in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, where no other insured asset is lost/damaged, the indemnity period will not exceed 30 consecutive days from the termination of the deductible period
 - 5.5.3. in the case of loss/damage arising from an accident as defined at 3.3 above, the indemnity period will not exceed 3 months from the termination of the deductible period
6. Costs
 - 6.1. We only insure you under 1.3 if:
 - 6.1.1. the Managers have agreed the costs or
 - 6.1.2. the Directors decide that the costs were properly incurred
 - 6.2. We do not insure you under any other provision in your policy for risks specified at 1.3
7. Loss Prevention
 - 7.1. If you have property or equipment available to you at the start of the insurance or there are other factors existing at the start of the insurance which would or might reduce the risk of a claim under this clause or which would or might reduce the quantum of a claim, you will give us immediate notice of any change to that property or equipment or any change in the other factors.
 - 7.2. You will give us immediate notice of:
 - 7.2.1. any change to a reserve berth or other factor, existing at the start of the insurance, and which would or could have reduced the risk of a claim under this clause
 - 7.2.2. any alteration to a berth or its access which could increase the risk of a claim under this clause
 - 7.3. You will take all reasonable endeavours to:
 - 7.3.1. prevent accidents at your insured berth
 - 7.3.2. maintain any insured berth and its access in good working order
 - 7.3.3. comply with regulations in respect of your insured berth
 - 7.4. You will allow the Managers to examine an insured berth and its access at any reasonable time
 - 7.5. If the Managers do not agree the changes in risk at 7.1-7.2, we will not be liable for claims caused or increased by the change
 - 7.6. The Managers may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation of your insured berth
8. On Account Payment
 - 8.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss

- 8.2. You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured
9. **SR&T (Strikes Riots & Terrorist) & Piracy Risks**
- 9.1. The Managers may at any time decide that we will not insure you for war, SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 9.2. Insurance for SR&T and piracy risks will automatically terminate on:
- 9.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
- 9.2.2. war (declared or not) between permanent members of the UN Security Council
10. **Limit**
- Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

General Provisions

G1 General Exclusions

G1 applies to your entire policy - unless otherwise stated

1. General Exclusions

We do not insure you for risks arising from, or to the extent that the risk is increased by:

- 1.1. Radioactive/nuclear risks
- 1.2. Landfill, operation/use of dump site or disposal of waste which you perform or permit other than carriage, handling or storage of cargo prior to its disposal as waste
- 1.3. Dredging (while being performed) and dumping of spoil
- 1.4. Your failure to pay your debts
- 1.5. Your insolvency
- 1.6. Your involvement in illegal trade - about which you knew or reasonably should have known
- 1.7. Your intentional/reckless conduct
- 1.8. Punitive, exemplary or multiple damages - against you or anyone for whose conduct you are liable
- 1.9. Your waiving your rights of recourse - or where you have previously contracted to waive these rights
- 1.10. Your management/operation of an airport - or area/building where aircraft land or manoeuvre or are housed, maintained or repaired
- 1.11. Asbestos
- 1.12. Chemical, biological, bio-chemical or electromagnetic weapons
- 1.13. Cyber attack
- 1.14. Products liability
- 1.15. Building/construction works on or to land or insured property which you own, lease or occupy, whether or not carried out during your period of insurance
- 1.16. Environmental risks including erosion/subsidence whether or not to your own land or property

2. Liability Exclusions

We do not insure you for liabilities, whether arising directly or by way of indemnity or guarantee, to the extent that they are:

- 2.1. incurred under a provision in a contract:
 - 2.1.1. that you incur liability without fault or negligence or

- 2.1.2. which, at the time the contract was agreed, could not reasonably have been complied with
- 2.2. incurred under a national law or international convention as a result of a declaration of value or a declaration of special interest in delivery or some other measure which you accept and which increases the compensation otherwise payable under the national law or international convention.
- 2.3. liquidated damages

3. **Pollution**

We do not insure you for risks arising from pollution or clean-up costs of any type however caused, including liabilities to others, fines, and whether or not under international convention, unless:

- 3.1. the risk arises from an accident which occurred within your period of insurance and
- 3.2. the claim is made against you within one year from the accident and
- 3.3. the pollution is sudden, unintended and unexpected and
- 3.4. you are aware of the pollution within one week of the first occurrence - unless arising from cargo not in your possession

4. **Sanctions**

4.1. We do not insure you and we shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would or might subject us (or our insurers/reinsurers) to the imposition of sanctions under, or would be in violation of, any economic, trade, financial or related sanctions or embargoes:

4.1.1. administered/enforced by the US Department of the Treasury Office of Foreign Assets Control (OFAC) the US Department of State or any other department or agency of the US government or

4.1.2. imposed pursuant to:

- a. law
- b. United Nations resolutions or
- c. laws, rules, regulations, orders, decisions, directives, or common positions of the European Union (EU) or of any EU member state
- or
- d. equivalent legislation imposed by any other national or international body.

4.2. Any certificates or other evidences of insurance certifying or evidencing coverage for any transaction, shipment, or claim in violation of, or sanctionable under, any of the sanctions or embargoes specified at 4.1 will automatically be null and void

4.3. Without prejudice to any other provisions in your policy, the Directors may in their discretion give you notice that your insurance will cease immediately if you have exposed or you will expose us to a material risk of being or becoming subject to any sanctions or embargoes (as identified above), or to any adverse action by a competent authority or government in respect of any sanctions or embargoes (as identified above).

5. **Interest in Ship/Aircraft**

5.1. Where you have an interest in a ship/aircraft, we do not insure you for any risk arising while cargo:

5.1.1. is on, or is being loaded on to or unloaded from the ship/aircraft

5.2. is being handled in the port or airport area in furtherance of loading, carriage or discharge

5.3. We do not insure you for breach of warranty for berth/port safety

5.4. You have an interest in a ship/aircraft if you own or operate it, or charter it except as stated at 5.4

5.5. You do not have an interest in a ship/aircraft for the purposes of this paragraph if:

5.5.1. You charter the ship under a slot or space charter and you contract with the ship operator on terms which are no more adverse than Hague-Visby Rules or any compulsorily applicable transport law or convention

5.5.2. You charter the aircraft and:

- a. you do not manage, navigate or operate the aircraft and
- b. you contract with the aircraft operator on terms which are no more adverse than the Warsaw/Montreal Convention or any compulsorily applicable transport law or convention

6. Liens

We do not insure you for any risk arising from the application of a lien, unless the risk is incurred in mitigation of an insured claim and the Managers have agreed in advance to its being incurred

7. Coronavirus

7.1. We do not insure you for any risk arising from:

7.1.1. transmission of:

- a. Coronavirus disease (COVID-19)
- b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
- c. any mutation or variation of SARS-CoV-2

7.1.2. fear or threat of 7.1.1

7.1.3. identification, clean up, detoxification, removal, monitoring, or test in respect of 7.1.1-7.1.2

7.1.4. loss of revenue, loss of hire, business interruption, loss of market, delay or financial loss, however described, as a result of any of 7.1.1-7.1.3

7.2. This paragraph is paramount and overrides anything contained in your policy with which it is inconsistent.

G2 General Terms

G2 applies to your entire policy - unless otherwise stated

1. Abandonment

There will be no abandonment to us of any property

2. Assignment

2.1. You will not assign your insurance (or any interest under it) unless and to the extent that the Managers agree

2.2. Any purported assignment which is made without the Managers' agreement (or which does not comply with any terms which the Managers require) will be void

2.2.1. We may, in settling a claim presented by an assignee, retain an amount which the Managers in their discretion estimate as sufficient to discharge the assignor's liabilities to us which:

- a. are in existence at the time of the assignment or
- b. have arisen later or
- c. the Managers believe will arise later

2.2.2. We may retain an amount as at 2.3 whether or not retention is stipulated as a term of the Managers' agreement to the assignment

3. Assured and Joint Assureds

3.1. There is only one assured under each policy as designated in the certificate. Anyone else insured under the same policy is a joint assured (or co-assured)

3.2. If anyone becomes a joint assured only by virtue of a contractual term, cover will be limited to the terms specifically contained in the contract, provided that cover will not in any event exceed the extent of the cover contained herein and in your certificate

4. Audit

- 4.1. The Managers may examine your books and records at any time during your insurance, and for three years afterwards, as far as they relate to your insurance (without prejudice to 31 below)
- 4.2. If you fail to cooperate with the Managers as at 4.1 we may avoid the insurance

5. Benefit of the Insurance

We do not intend to confer any benefit of this insurance on any third party not specifically identified in the certificate and to this extent the Contracts (Rights of Third Parties) Act 1999 and any amending legislation is excluded

6. Brokers

Your insurance broker:

- 6.1. is your agent, not ours and
- 6.2. has no authority to issue or confirm policies on our behalf to anyone

7. Cancellation: Cause

- 7.1. If we do not receive an amount due or declaration from you in due time the Managers may (in addition to our rights specified at 12 & 27 below) give notice requiring you to pay (or make the declaration) by a specified date within not less than seven days from the date the notice is served
- 7.2. If we do not receive full payment (or the declaration) by the date specified at 7.1, all your insurances are cancelled immediately and without further formality
- 7.3. If the insurance has previously ceased under 9 below, these paragraphs 7 and 8 below will supersede 10 below

8. Cancellation: Effect

- 8.1. In the event of cancellation as at 7 above below, you remain liable for amounts due from you to us - whether levied before or after cancellation
 - 8.1.1. If premium is a lump sum or deposit subject to a minimum - you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
 - 8.1.2. Otherwise than at 8.1.1 - premium will be calculated pro rata up to cancellation
- 8.2. We cease to be liable for claims unpaid at the date of cancellation whether:
 - 8.2.1. the claim arises before the date of cancellation - or after it
 - 8.2.2. the claim arises during the account year in which the insurance is cancelled - or in any other year
 - 8.2.3. we have admitted responsibility or appointed a lawyer, surveyor or other expert - or not
- 8.3. The Directors may admit claims excluded as at 8.2 on terms in their discretion
- 8.4. If we receive the amount due (or declaration) after cancellation, the Managers in their discretion may reinstate the insurance - but you will not be insured, unless the Directors in their discretion decide otherwise, for claims arising out of accidents occurring between the date of cancellation and the date of reinstatement
- 8.5. To the extent this paragraph and the following paragraph are construed as creating a warranty, section of the Insurance Act..... does not apply. Accordingly, you will not be able to avail yourself of the defense that you have remedied the breach under this paragraph (8)

9. Cesser: Cause

- 9.1. We immediately cease to insure you on:
 - 9.1.1. your winding up/bankruptcy, unless the Directors in their discretion decide otherwise
 - 9.1.2. termination of your insured services
 - 9.1.3. your ceasing to have an insurable interest in the subject matter of the insurance
 - 9.1.4. your death or insanity - in the case of an individual
 - 9.1.5. failure to agree a change in terms on a review date or expiry of a continuation period as at 34.3 below

- 9.2. The Directors may give you notice that your insurance will cease:
- 9.2.1. immediately if you have exposed us to a risk in respect of sanctions or embargoes as at G1:4.3
 - 9.2.2. in any case not less than 30 days from the date on which notice is given
- 9.3. The Managers may give you notice that your insurance will cease:
- 9.3.1. on a review date not later than one month in advance as at 34.1 below
 - 9.3.2. within 30 days if you fail to comply with the conditions in respect of surveys as at 42.2 below
10. Cesser: Effect
- 10.1. This paragraph (10) applies where we cease to insure you as stated at 9 above. For the avoidance of doubt, it does not apply if your cover is cancelled as set out at 7 and 8 above
 - 10.2. You remain liable for amounts due from you to us - whether levied before or after cessation
 - 10.3. We remain liable for claims arising from accidents on or before the date of cessation
 - 10.4. Unless 10.5 applies, we will calculate refund of premium pro rata up to cessation
 - 10.5. In the following cases you will be liable for any lump sum or minimum premium in full:
 - 10.5.1. We cease to insure you under 9.1.1 (winding up/bankruptcy)
 - 10.5.2. We cease to insure you under any other subparagraph at 9 and:
 - a. there is a claim on your policy during the account year in which cesser occurs or
 - b. you know or reasonably should have known on the date of cesser of an accident likely to result in a claim during the account year in which cesser occurs
 - 10.6. We will not reimburse any premium under 9.1.3 if you cease to have an insurable interest in an item of insured equipment or property solely because the item has been lost or damaged, and not repaired or replaced, as the result of an insured accident
11. Claims for Amounts Due
- You will claim (in writing) amounts due to you from us (including repayment of premium) within six months from the end of the account year to which the claim relates - otherwise your claim is absolutely barred
12. Claims Held
- If we do not receive an amount due or declaration from you in due time we may withhold any payments due from us to you until the amount due or declaration is received
13. Confirmation of Insurance
- If you request us to confirm insurance to someone else, our confirmation:
- 13.1. is only for information
 - 13.2. confers no rights on the person to whom we make it
 - 13.3. does not extend or amend the insurance
14. Continuous Contract
- Every insurance is a continuous contract and terms continue unchanged from one year to the next - unless otherwise agreed, and subject to 7-10 above and 34 below
- 14.1. This is not affected by the issue of subsequent policies
 - 14.2. Policies apply from 0000 GMT on the commencement date specified in the certificate - unless another time is specified in your certificate
15. Currency
- If we pay a claim in a currency other than the Member currency, we will convert limits of liability and deductibles from the Member currency at the rate prevailing:
- 15.1. in respect of claims for physical loss or damage to assets, or business interruption: on the date of the loss
 - 15.2. in respect of claims other than as defined at 15.1: on the date on which you paid the claimant
16. Deductibles

- 16.1. Deductibles are specified in your certificate
- 16.2. Except as specified at 16.3/16.4, if there is more than one deductible for claims arising from the same accident only the highest one will apply
- 16.3. In the case of two or more of the following types of claim arising from the same accident a separate deductible will apply to each type of claim. (The highest deductible will apply, as at 16.2, if there is more than one deductible for any one of the following types of claim)
 - 16.3.1. insured assets
 - 16.3.2. business interruption
 - 16.3.3. any other claim
- 16.4. Where the risks are under different covers, we will apply a separate deductible to each cover
- 16.5. Where a deductible applies to a claim, we will reduce the claim by subtracting the deductible, and pay the claim, as reduced, subject to any applicable limit
17. Discretion
 - 17.1. Discretions, powers and duties in respect of your insurance may be exercisable by, or delegated to, us, the Directors or the Managers
 - 17.2. We, the Directors and the Managers:
 - 17.2.1. may exercise, or refrain from exercising, any power or duty under the policy in our/their absolute discretion
 - 17.2.2. will be the sole judge of the issues on which the discretion is based and this judgment will be final and binding
 - 17.2.3. are under no obligation to disclose the reasons for the exercise of a discretion or to follow any particular procedure in exercising it
 - 17.3. No act, omission or delay in enforcing the terms of your insurance will affect our rights and remedies under your policy and no waiver of a breach by you of the terms of your insurance will operate as a waiver of any subsequent breach. We may at all times and without notice insist on strict enforcement of the terms of your insurance
18. Documentation

In policy documentation:

 - 18.1. Singular words include the plural - and vice versa
 - 18.2. Words representing persons, eg anyone, another person, someone else, also include companies and associations
 - 18.3. Capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance
 - 18.4. With the exception stated at 18.5, text is underlined in these wordings, for guidance only, to indicate that a word or phrase is included at Y1
 - 18.5. "You", "your", "we", "us", and "our", are defined at Y1. These meanings are consistent throughout our documentation, words are not underlined in the text.
19. Double Insurance

If we and another insurer insure you for the same risk, we will exclude any claim to the extent that it is recoverable from the other insurer, or would be recoverable except for a double insurance exclusion
20. Employees
 - 20.1. Without prejudice to the definition of you at Y1, we insure your employees for risks for which you would have been insured if you had incurred the risk, but only:
 - 20.1.1. in connection with your insured services and

20.1.2. while performing duties within the scope of their employment for the purpose of providing your insured services

20.2. With the exception of your liability to your employee for loss/damage to the employee's property, we do not insure your employee, or anyone defined as you at Y1, for liabilities to you or to your employee (or to your other employee)

21. English Language

If we issue a version of any part of your policy in a language other than English, this is for guidance only. The English version will take precedence in the event of any dispute or possible inconsistency

22. Eurozone

Where an amount in your policy is expressed in Euro, this indicates a choice of currency of the Eurozone as a whole, not of any member state within the Eurozone. In the event of any replacement of the Euro, introduction of a new currency, currency re-denomination or fixing of conversion rates by a member state, whether consequent on a withdrawal from the Eurozone or otherwise, we will deem any amounts expressed in Euro to be convertible into GBP at the pre-existing Eurozone rate. Any dispute as to the currency of this contract shall be resolved exclusively by reference to the governing law of this contract as specified at 28 below. Where it is necessary to identify a place of performance of the obligations in your policy, including in order to resolve any dispute as to the currency of the contract or as to jurisdiction, the place of performance is

23. Fraudulent Claims

23.1. If you, or anyone acting on your behalf, makes a claim or seeks to obtain any benefit under your insurance which you know, or should have known, is fraudulent, we:

23.1.1. will not be liable to pay any part of the claim

23.1.2. may recover from you any sums which we have already paid in respect of the claim

23.1.3. may by notice cancel your insurance from the time of the fraudulent act

23.2. If we exercise our right under 23.1.3

23.2.1. we will not be liable for any claim or loss occurring after the time of the fraudulent act

23.2.2. we will not return any premium

23.2.3. you will pay in full any unpaid lump sum, deposit premium or instalment premium

24. Indemnity

24.1. Unless the Directors in their discretion decide otherwise we will indemnify you only after you have:

24.1.1. discharged your liability to third parties or

24.1.2. repaired, replaced or reinstated your loss of insured equipment and/ or property or

24.1.3. discharged your liabilities for losses or

24.1.4. paid costs

24.2. The Managers may, in their discretion, reimburse the reasonable costs of repair in cases where your insured asset is lost or damaged but not repaired or replaced

25. Insurance Act

In the event that there is a conflict between the terms of your insurance and any compulsorily applicable provisions of the Insurance Act, the provisions of the Act will prevail to the extent of the inconsistency. This paragraph (25) will not apply if and to the extent that we have opted out of the provisions of the Insurance Act

26. Insured Services

26.1. We only insure you for risks arising from your insured services as listed on your certificate

26.2. We insure you for the following to the extent that they are solely in support of your insured services:

26.2.1. administration and sales/marketing activities

26.2.2. facilities for visitors at your insured location

- 26.3. 26.2 above is subject to any exclusion elsewhere in your policy relating to liabilities to your employee
27. Interest
- We may charge you interest on amounts due not received by the due date. The rate is determined by the Directors in accordance with para 4.2 Part E Section 1 of the Bye-Laws
28. Law & Jurisdiction
- 28.1. Our insurance, and any other contract between you and us, is subject tolaw. Every insurance which we provide and the rights and obligations of you (or anyone else) and us arising out of or in connection with the insurance is subject to and will be construed in accordance with law
- 28.2. All disputes between you and us relating to or arising out of or in connection with the insurance (or application for or offer of insurance) or contract will be referred to London arbitration in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment. If the parties are unable to agree on a sole arbitrator within 21 days of the first party giving notice of a dispute and calling for the appointment of an arbitrator, then the Chairman of the General Council of the Bar of..... and will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to law
- 28.3. In respect of disputes as at 28.2:
- 28.3.1. No other action or legal proceedings will be maintained against us unless and until the dispute has been referred to arbitration and the award has been published and become final
- 28.3.2. Our sole obligation is to pay any sum as directed by the final arbitration award
- 28.4. 28.1-28.3 also apply to disputes involving:
- the Managers and Directors
 - anyone acting on our, or the Managers' or the Directors', behalf
29. Limits Structure
- 29.1. Limits are specified in your certificate
- 29.2. Total reimbursement in respect of a risk arising from a series of accidents arising from a cause or series of causes which are repeated, intermittent or continuous will not exceed the limit specified your certificate as applicable to a single accident
- 29.3. If the insured values of your insured asset in respect of which a claim arises exceed the applicable limit specified in your certificate, the limit specified in your certificate will prevail
- 29.4. Limits are applied collectively to the assured and any joint assureds
- 29.5. A limit of each accident applies
- 29.6. Where we agree in advance costs of recovery from a third party, the costs of this recovery action will be ignored for the purposes of calculating limits.
30. Limits where more than one Risk arises from one Accident
- 30.1. Where different limits are specified for different risks arising from the same accident, we will apply each limit to the part(s) of the claim for which it is specified. But total reimbursement of the claim, including reimbursement of the different risks in respect of which different limits are specified, will not exceed the highest of the specified limits
- 30.2. If there are aggregate limits under a clause and under a paragraph within the clause, claims under the paragraph will:
- count towards the limit under the clause and
 - not exceed the lesser of the unexhausted limit against:
 - the clause or
 - the paragraph
- 30.3. Where the risks are under different covers, we will apply a separate limit to each cover

31. Loss Prevention

31.1. You will:

- 31.1.1. allow the Managers to inspect your insured assets
- 31.1.2. comply with regulations applying to your insured equipment
- 31.1.3. not habitually or intentionally overload your insured equipment - except for inspection/testing or to comply with regulations
- 31.1.4. comply with regulations, and industry/national standards, relating to vertical tandem lifts
- 31.1.5. maintain in good order, and use as appropriate, any protection provided for your insured assets
- 31.1.6. use your best endeavours to avoid or reduce risks of a claim under your assets clause
- 31.1.7. use your best endeavours to maintain your insured assets in accordance with manufacturers' recommendations and manuals
- 31.1.8. comply with regulations relating to dangerous goods
- 31.1.9. comply with regulations, and industry/national standards, relating to safety, security/ anti-terrorism and people smuggling
- 31.1.10. allow the Managers to inspect your operations
- 31.1.11. allow the Managers to have copies of your contracts
- 31.1.12. comply with the Managers' reasonable requirement to implement loss prevention measures
- 31.1.13. maintain a tracking system allowing the location of insured equipment to be ascertained at any time

31.2. If you do not comply as at 31.1:

- 31.2.1. we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do
- 31.2.2. the Directors may in their discretion reduce or reject a claim which results wholly or partly from the failure to comply

32. Material Information

- 32.1. Prior to entering a contract of insurance with us or to varying any contract of insurance with us, you will comply with the duty of fair presentation as set out in Sections 2-3 of the Insurance Act In the event that you breach the duty of fair presentation, we will be entitled to the remedies set out in Section and Schedule of the Act
- 32.2. We will also be entitled to the remedies set out in Section ... and Schedule ... of the Act if you fail to inform the Managers of any material change in the information provided to us as at 32.1 which occurs during your Period of insurance

33. Mutual Premium

The price for your insurance is a mutual premium - unless the Managers agree that it will be a fixed premium, or a combination of the two

34. Notice

- 34.1. Not later than one month in advance of the review date the Managers may give the assured, or the assured may give the Managers - notice that on the review date:
 - 34.1.1. a change in terms may be required or
 - 34.1.2. the insurance will cease
- 34.2. If notice is given as at 34.1.1 and no change is agreed by the review date:
 - 34.2.1. the Managers may agree a continuation period - subject to agreed terms
 - 34.2.2. changes agreed during the continuation period will apply retrospectively from the review date - or as otherwise agreed
- 34.3. Your insurance will cease automatically:

34.3.1. on the review date if no change or continuation period is agreed

34.3.2. on expiry of a continuation period if no change is agreed

35. Overlapping Risks & Insured Services

35.1. Where we appear to insure a risk under more than one paragraph, we will insure it only under, and in accordance with, the paragraph which relates most directly to it

35.2. An express exclusion or qualification of a risk in one paragraph in your policy (whether or not by Additional Term & Condition) will override an inclusion or reference elsewhere in your policy

35.3. If we specifically exclude a risk in your policy, we do not insure you for it - even if the risk also arises in the course of your insured services

36. Paperless Trading

We insure you, subject to all other terms of your policy, for risks arising from your participation in any system of paperless trading/documentation approved by the Managers

37. Period of Insurance

We only insure you for risks arising from accidents which occur during your period of insurance with us as specified in your certificate

38. Premium Calculation

38.1.

38.1.1. Premium may be:

- a. a lump sum
- b. a deposit - which may be subject to a minimum and adjusted by an adjustment rate
- c. determined by applying an adjustment rate
- d. any combination of the above

38.1.2. If we calculate your premium by applying an adjustment rate you will provide the Managers with a declaration within 28 days after the adjustment date, to allow the premium to be calculated

39. Reduction of Claims: We will reduce claims by:

39.1. amounts which you receive or to which you are entitled by way of salvage

39.2. your interest in any residual value in an insured asset

40. Scope of Accident

The Definition of accident at Y1 is qualified in respect of storm, earthquake, flood and strikes riots & terrorist risks arising under Carrying Equipment, Handling Equipment, Property and Business Interruption covers as set out below

40.1. The extent of an accident is limited to 72 consecutive hours if the cause of the loss/damage insured under the clauses listed above is one of the following (or if an accident includes one or more individual losses or damage arising from one or more of the following):

40.1.1. Storm

40.1.2. earthquake/volcanic eruption

40.1.3. flood (subject also to the conditions at 40.3)

40.1.4. strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)

40.2. You may choose the date and time when the period of 72 hours specified at 40.1 commences and if any event lasts longer than 72 hours you may divide it into two accidents as long as:

40.2.1. no two periods overlap and

40.2.2. no period commences before your first recorded individual loss arising out of that event during your period of insurance and

40.2.3. neither of the periods lasts longer than 72 hours

- 40.3. In the case of flood, accident means, additionally, loss/damage, wherever occurring, arising between the movement of water into or over the insured property and its receding, regardless of the time involved except that no accident will be deemed to:
- 40.3.1. start before your first recorded individual loss in that event occurring during your period of insurance or
41. extend beyond 30 days after you cease to be insured
- Service of Notices
- 41.1. We will serve notices required by your insurance in accordance with the Bye-Laws Part F:
- 41.1.1. by post, fax or e mail to the assured or its broker, at the postal or electronic address or fax number last recorded by the Managers
- 41.1.2. personally (on a director/officer in the case of a company)
- 41.2. Notice will be deemed served:
- 41.2.1. if sent by post - on the third day after posting, subject to 41.3
- 41.2.2. if sent by fax or e mail - on the date of transmission
- 41.3. A notice terminating insurance for war, strikes riots & terrorist or piracy risks will be deemed served on the day it is posted, collected by courier or sent by fax or e mail
42. Set Off
- 42.1. Set off will not be taken into account in assessing amounts due from you to us – including set off arising from winding up or bankruptcy - even if we have allowed set off in the past
- 42.2. We may set off any amounts due from you to us against amounts due from us to you - without prejudice to any other clause or paragraph in your insurance
43. Surveys
- 43.1. The Managers may require a survey of your premises, operations, equipment or insured ships at any reasonable time, whether before or after your insurance has commenced.
- 43.2. We may, with at least 30 days notice, cease to insure you if:
- 43.2.1. you fail to comply with this requirement or
- 43.2.2. the results of the survey are, in the discretion of the Managers, unsatisfactory or
- 43.2.3. you fail to comply with the Managers' recommendations following a survey within a reasonable time
44. Terms
- A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them
45. Terrorism
- If any term in your policy is inconsistent with compulsory terrorism insurance legislation, the compulsory legislation will prevail to the extent of this inconsistency

G3 Claims

G3 applies to your entire policy - unless otherwise stated

1. Notification
- 1.1. You will notify the Managers as at 1.2, and as directed in your certificate, of any accident likely to lead to a claim under your insurance and any claim made against you for which you are (or may be) insured
- 1.2. Notification as at 1.1 will be immediate, and in any case by the earliest of the following:
- 1.2.1. in time for appropriate investigation, defence or mitigation - for example: by survey
- 1.2.2. before terms are agreed for your next account year

1.2.3.three months after the accident or claim as at 1.1

2. Obligation of Member

In the event of an accident or claim as specified at 1 above you will:

- 2.1. use all reasonable endeavours to avoid/minimise the risk
- 2.2. give prompt notice to a third party who may be responsible
- 2.3. use all reasonable endeavours to obtain maximum recovery from a third party as at 2.2 and avoid time bars. You will fail to comply with this paragraph (2.3) if you fail to take measures because of the possibility of a counterclaim by the third party against you arising from the same accident, if we are prejudiced by this
- 2.4. cooperate with the Managers:
 - 2.4.1.in the exercise of the powers specified at 7 below
 - 2.4.2.by promptly providing information/documentation and facilitating surveys
 - 2.4.3.by complying with the Managers' request to establish whether a claim arises from terrorism
- 2.5. not admit liability or settle a claim without the Managers' prior agreement

3. Presentation of Claims

Claims for reimbursement from us will be presented within one year from:

- 3.1. Claims for physical loss or damage of an insured asset: Date of loss
- 3.2. Other claims, eg: liability or repair of an insured asset: Date of payment

4. Proof of Loss

If you make a claim, you will if the Managers require, provide signed and sworn proof of your payment or loss and submit to examination on oath

5. Directors Discretion

The Directors may in their discretion reduce or reject your claim if you fail to comply with 1-4 above - and in that event you will return to us sums already reimbursed

6. Distribution of Third Party Recoveries

- 6.1. Amounts recovered from third parties in respect of a claim will be credited to us to the full extent of the amounts which we have paid out, including costs of making the recovery
- 6.2. Any balance will be credited to you to the extent of amounts which you have incurred (for example: deductibles)
- 6.3. Any excess will be distributed equitably between you and us - taking into account amounts paid/incurred and the relevant dates

7. Powers of the Managers

- 7.1. The Managers may, in respect of any claim or proceedings relating to a risk for which you are or may be insured:
 - 7.1.1.direct the conduct of the claim/proceedings
 - 7.1.2.settle, compromise or dispose of the claim/proceedings in their discretion
 - 7.1.3.at any time appoint - and discontinue the appointment of - lawyers, surveyors and others on your behalf, in connection with the claim/proceedings
- 7.2. The Managers may require from persons appointed as at 7.1.3 relevant advice, documents and information in their control:
 - 7.2.1.at any time - whether or not the appointment has been discontinued
 - 7.2.2.as if the persons were appointed to act and at all times had acted on our behalf
 - 7.2.3.notwithstanding legal or other privilege

8. Death, Injury & Illness

1-7 above apply also to claims for death, injury or illness for which we would or might have insured you, except for a deductible

9. Definitions

The following words will be interpreted as stated below

9.1. For the purpose of construing the primary insurance:

- a. we/us the Reinsured Insurer
- b. you/the assured the Primary Assured
- c. the Managers the Managers for the time being of the Reinsured Insurer
- d. Certificate of Insurance Certificate of Reinsurance

Additional Interests

J1 Loss Payee

1. The Schedule identifies

Loss payees in respect of specified equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed

Qualifications

2. Payment

We will pay claims for physical loss or damage of an item specified at 1 above:

- 2.1. to the order of the assured - unless and until we receive valid notice from the loss payee that the assured is in default under the agreement specified at 1 above
- 2.2. to the order of the loss payee on receipt of a notice as at 2.1

3. General Qualifications

3.1. We are not bound to pay as specified at 2.2:

- 3.1.1. until the expiration of the next two business days after receipt of the notice
- 3.1.2. if the Managers are not satisfied that the notice specified at 2.2 is valid

3.2. The assured/loss payee will clearly identify the equipment, property or ship involved which is the subject of the loss payee clause.

3.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata

4. Cesser

A loss payee will cease to be a loss payee:

- 4.1. as specified in the Schedule
- 4.2. on expiry/termination of an agreement specified in the Schedule
- 4.3. on cancellation/cessation of the assured's insurance

5. Notice to Loss Payee

5.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - except:

- 5.1.1. as specified at G2:34.3 or
- 5.1.2. due to war, strikes riots & terrorist and piracy risks

5.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the loss payee

5.3. We will serve notice to the loss payee:

5.3.1.by post, fax or e mail to the loss payee or its broker, at the address or fax number last recorded by the Managers

5.3.2.personally (on a director/officer in the case of a company)

5.4. We will deem notice served:

5.4.1.if sent by post - on the third day after posting

5.4.2.if sent by fax or e mail - on the date of transmission

J2 Loss Payee Joint Assured

1. The Schedule identifies

Loss payees in respect of equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed

2. We insure a Joint Assured:

in respect of its interest specified at 1 above and to the extent that we insure the assured (subject to 4 below) for:

2.1. liabilities arising from condition/use of an item specified at 1 above

2.2. physical loss and damage of an item specified at 1 above

2.3. general average/salvage contributions in relation to an item specified at 1 above

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

3.1.1.will be subject to G2:32 (material information)

3.1.2.is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Joint Assured's own Interest

We do not insure a joint assured under this clause for liabilities arising solely from the joint assured's own interest in the equipment, property or ships specified at 1 above

5. Payment

We will pay claims for physical loss and damage of an item specified at 1 above:

5.1. to the order of the assured - unless and until we receive valid notice from the joint assured that the assured is in default under the agreement specified at 1 above

5.2. to the order of a joint assured as loss payee specified at 1 above - on receipt of notice as at 5.1

6. Relationship of Insureds*

6.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

6.2. We do not insure any insured* for its liability to any other insured*

6.3. Insureds* are jointly and severally liable for amounts due to us

6.4. Receipt by one insured* of a sum from us relieves us of liability to all insureds*

6.5. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:

6.5.1.the breach is causative of the loss or

6.5.2.the Directors exercise their discretion under G3:5 as a result of the breach

6.6. We deem a customer of one insured* to be a customer of all insureds*

- 6.7. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
- 6.8. We deem service of notice on the assured (or its broker) to be service on all insureds*
*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy
7. General Qualifications
 - 7.1. We are not bound to pay as specified at 5.2:
 - 7.1.1. until the expiration of the next two business days after receipt of the notice
 - 7.1.2. if the Managers are not satisfied that the notice specified at 5.2 is valid
 - 7.2. The assured/joint assured will clearly identify the equipment, property or ship which is the subject of the loss payee clause.
 - 7.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata
8. Cesser- Insurance of a joint assured will cease:
 - 8.1. as specified in the Schedule (in respect of the equipment, property or ship or of the joint assured)
 - 8.2. on expiry/termination of an agreement specified in the Schedule
 - 8.3. on cancellation/cessation of the assured's insurance
9. Notice to Joint Assured
 - 9.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the joint assured -except:
 - 9.1.1. as specified at G2:34.3 or
 - 9.1.2. due to war, strikes riots & terrorist and piracy risks
 - 9.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
 - 9.3. We will serve notice to the joint assured:
 - 9.3.1. by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
 - 9.3.2. personally (on a director/officer in the case of a company)
 - 9.4. We will deem notice served:
 - 9.4.1. if sent by post - on the third day after posting
 - 9.4.2. if sent by fax or e mail - on the date of transmission

J3 Contractor Joint Assured

1. The Schedule identifies
Joint assureds in respect of specified agreements under which they provide services
2. We insure a Joint Assured for:
Liabilities incurred in performing services specified at 1 above arising from the fault or negligence of the assured or of an operational joint assured and to the extent that we insure the assured or operational joint assured in respect of such liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:

- 3.1.1. will be subject to G2:32 (material information)
- 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
- 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
- 4. Joint Assured's Own Negligence
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
- 5. Relationship of Insureds*
 - 5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 5.2. Insureds* are jointly and severally liable for amounts due to us
 - 5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 5.4.1. the breach is causative of the loss or
 - 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 5.5. We deem a customer of one insured* to be a customer of all insureds*
 - 5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy
- 6. Cesser
Insurance of a joint assured will cease:
 - 6.1. as specified in the Schedule
 - 6.2. on cessation of the assured's relevant insured services
 - 6.3. on cancellation/cessation of the assured's insurance

J4 Supplier Joint Assured

1. The Schedule identifies
2. Joint assureds in respect of specified equipment, land or premises, which the joint assured supplies for use in the assured's insured services, and the agreements under which the equipment, land or premises is supplied
3. We insure a Joint Assured for:
Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that we insure the assured or an operational joint assured in respect of such liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Exclusion
We do not insure a joint assured under this clause for liabilities arising from the joint assured's:
 - 4.1. own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
 - 4.2. own interest in the equipment, land or premises specified at 1 above
5. Relationship of Insureds*
 - 5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 5.2. Insureds* are jointly and severally liable for amounts due to us
 - 5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 5.4.1. the breach is causative of the loss or
 - 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 5.5. We deem a customer of one insured* to be a customer of all insureds*
 - 5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy
6. Cesser
Insurance of a joint assured will cease:
 - 6.1. as specified in the Schedule
 - 6.2. on cessation of the assured's relevant insured services
 - 6.3. on expiry/termination of an agreement specified in the Schedule
 - 6.4. on cancellation/cessation of the assured's insurance

J5 Customer Joint Assured

1. The Schedule identifies
Joint assureds in respect of specified agreements - under which the assured or operational joint assureds perform insured services for the joint assureds
2. We insure a Joint Assured for:
Liabilities arising from the performance by the assured or an operational joint assured of services specified at 1 above arising from fault or negligence of the assured or operational joint assured to the extent that we insure the assured or an operational joint assured

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Joint Assured's Own Negligence
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
5. Relationship of Insureds*
 - 5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 5.2. Insureds* are jointly and severally liable for amounts due to us
 - 5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 5.4.1. the breach is causative of the loss or
 - 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 5.5. We deem a customer of one insured* to be a customer of all insureds*
 - 5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy
6. Cesser
Insurance of a joint assured will cease:
 - 6.1. as specified in the Schedule
 - 6.2. on cessation of the assured's relevant insured services
 - 6.3. on cancellation/cessation of the assured's insurance
 - 6.4. on expiry/termination of an agreement specified in the Schedule

J6 Commercial Lessor Joint Assured

1. The Schedule identifies
Joint assureds in respect of specified equipment or property leased to the assured or an operational joint assured for use in the assured's insured services and the agreements under which the equipment or property is leased
2. We insure a Joint Assured:
in respect of its interest specified at 1 above and to the extent that the assured is insured for:
 - 2.1. liabilities arising from condition/use of an item specified at 1 above
 - 2.2. physical loss and damage of an item specified at 1 above
 - 2.3. general average/salvage contributions in relation to an item specified at 1 above

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Exclusions
We do not insure a joint assured under this clause for:
 - 4.1. risks, including costs of search, rescue and related transport, arising from winding up/bankruptcy or cesser of operations of the assured
 - 4.2. liabilities arising from the joint assured's:
 - 4.2.1. own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
 - 4.2.2. own interest in the equipment or property specified at 1 above
5. Payment
We will pay claims for physical loss and damage of an item specified at 1 above:
 - 5.1. to the order of the assured - unless and until we receive notice from a joint assured that the assured is in default under an agreement specified at 1 above
 - 5.2. to the order of the joint assured - on receipt of notice as at 5.1.
6. Relationship of Insureds*
 - 6.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 6.2. Insureds* are jointly and severally liable for amounts due to us
 - 6.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds* We deem a customer of one insured* to be a customer of all insureds*
 - 6.4. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 6.5. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 6.6. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy
7. General Qualifications

- 7.1. We are not bound to pay as specified at 5.2:
 - 7.1.1. until the expiration of the next two business days after receipt of the notice
 - 7.1.2. if the Managers are not satisfied that the notice specified at 5.2 is valid
- 7.2. The assured/joint assured will clearly identify the equipment or property which is the subject of the joint assured clause.
- 7.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata
8. Cesser

Insurance of a joint assured will cease:

 - 8.1. as specified in the Schedule (in respect of the equipment or property or of the joint assured)
 - 8.2. on expiry/termination of an agreement specified in the Schedule
 - 8.3. on cancellation/cessation of the assured's insurance
9. Notice to Joint Assured
 - 9.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the joint assured- except:
 - 9.1.1. as specified at G2:34.3 or
 - 9.1.2. due to war, strikes riots & terrorist and piracy risks
 - 9.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
 - 9.3. We will serve notice to the joint assured:
 - 9.3.1. by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
 - 9.3.2. personally (on a director/officer in the case of a company)
 - 9.4. We will deem notice served:
 - 9.4.1. if sent by post - on the third day after posting
 - 9.4.2. if sent by fax or e mail - on the date of transmission

J7 Connected Interests

1. The Schedule identifies Connected Interests
2. We insure the Assured for:

Liability claims enforced against Connected Interests specified at 1 above arising from the assured's insured services to the extent that we insure the assured or an Operational Joint Assured

Qualifications

3. Separate Insurance

Connected interests will insure their own operations. Insurance under this clause (J7) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)
4. Negligence

We do not insure connected interests under this clause for liabilities arising from the connected interest's own fault or negligence, or that of its servants, employees, agents or subcontractors
5. Cesser

Insurance under this clause will cease:

 - 5.1. as specified in the Schedule

- 5.2. on cancellation/cessation of the assured's insurance
- 5.3. on the connected interest ceasing

J8 Connected Interest Joint Assured

- 1. The Schedule identifies
Connected Interest joint assureds
- 2. We insure a Joint Assured for:
Liability claims enforced against the joint assured arising from the assured's insured services to the extent that we insure the assured or an Operational joint assured in respect of such liability

Qualifications

- 3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. will comply fully with G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
- 4. Joint Assured's Own Negligence
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
- 5. Relationship of Insureds*
 - 5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 5.2. We do not insure any insured* for its liability to any other insured*
 - 5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 5.4.1. the breach is causative of the loss or
 - 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 5.5. We deem a customer of one insured* to be a customer of all insureds*
 - 5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*
*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy
- 6. Separate Insurance
Joint assureds will insure their own operations. Insurance under this clause (J8) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)
- 7. Cesser
Insurance of a joint assured will cease:
 - 7.1. as specified in the Schedule
 - 7.2. on cancellation/cessation of the assured's insurance
 - 7.3. on the connected interest ceasing

J9 Equipment Lessee Joint Assured

1. The Schedule identifies
Joint assureds
2. We insure a Joint Assured for:
Risks under your equipment clause(s) and/or under your Third Party Liabilities Clause for which we would have insured the assured if it had itself incurred the risk

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Relationship of Insureds*
 - 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 4.2. We do not insure any insured* for its liability to any other insured*
 - 4.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 4.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 4.4.1. the breach is causative of the loss or
 - 4.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 4.5. We deem a customer of one insured* to be a customer of all insureds*
 - 4.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 4.7. We deem service of notice on the assured (or its broker) to be service on all insureds*

*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy
5. Cesser

Insurance of a joint assured will cease:

 - 5.1. as specified in the Schedule
 - 5.2. on cancellation/cessation of the assured's insurance
 - 5.3. on termination of the lease concerned

J10 Operational Joint Assured

1. The Schedule identifies
Operational Joint assureds
2. We insure a Joint Assured for:
Liabilities arising from the assured's insured services - for which we would insure the assured if it had itself incurred the liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Relationship of Insureds*
 - 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 4.2. We do not insure any insured* for its liability to any other insured*
 - 4.3. Insureds* are jointly and severally liable for amounts due to us
 - 4.4. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 4.5. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 4.5.1. the breach is causative of the loss or
 - 4.5.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 4.6. We deem a customer of one insured* to be a customer of all insureds*
 - 4.7. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 4.8. We deem service of notice on the assured (or its broker) to be service on all insureds*

*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy
5. Cesser

Insurance of a joint assured will cease:

 - 5.1. as specified in the Schedule
 - 5.2. on cancellation/cessation of the assured's insurance.

J11 Affiliate Joint Assured

1. Affiliate Joint Assureds are identified:

By notification to us by the assured. Notification will specify the carriage in respect of which we insure the joint assured
2. We insure a Joint Assured for:

Claims under T1, T2 & T5 enforced against the joint assured arising from the carriage specified at 1 above to the extent that the assured is insured for a claim directed against it if it had itself incurred the liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Relationship of Insureds*

- 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
- 4.2. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
- 4.3. We deem a customer of one insured* to be a customer of all insureds*
- 4.4. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
- 4.5. We deem service of notice on the assured (or its broker) to be service on all insureds*
- 4.6. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy
5. Cesser
Insurance of an affiliate joint assured will cease on cancellation/cesser of the assured's insurance
6. Approval of Joint Assureds
The Managers will approve all affiliate joint assureds in advance. We may, on giving 30 days notice to the assured, decline to continue to insure anyone as an affiliate joint assured
7. Limits
Claims against the assured arising out of carriages as specified at 1 above undertaken by each affiliate joint assured and against each affiliate joint assured are subject to an aggregate limit stated in the assured's certificate. This aggregate limit is separate from the assured's limits in respect of any risk not arising from carriages as specified at 1 above
8. Delivery of Cargo
We do not insure an affiliate joint assured in respect of any liability resulting from delivery of cargo to someone not entitled to receive it
9. Subcontractors
 - 9.1. Subject to 9.2, we insure the assured for claims arising from, or increased by, the fact that its subcontractor is not insured for its liability to the assured
 - 9.2. We do not insure either the assured or an affiliate joint assured if the affiliate joint assured subcontracts the carriage

J12 Ports Co-Assured

1. We insure the following as Co-Assureds: If you are:
 - 1.1. a partnership/joint venture your members and partners - but only with respect to the conduct of your business
 - 1.2. limited liability company
 - 1.2.1. your members - but only with respect to the conduct of your business
 - 1.2.2. your managers - but only with respect to their duties as your managers
 - 1.3. any other type of organisation
 - 1.3.1. your executive officers and directors - but only with respect to their duties as your officers or directors
 - 1.3.2. your stockholders - but only with respect to their liabilities as stockholders
2. Your Employees
 - 2.1. Your employees, except managers (defined at 1.2.2) and executive officers (defined at 1.3.1), are also co-assureds, subject to 2.3-2.4 and only for acts within the scope of their employment or while performing duties related to your business
 - 2.2. We do not insure employees for liabilities:

- 2.2.1.to you or your members/partners (defined at 1.1/1.2)
- 2.2.2.to a co-employee (or to a co-employee's spouse, child, parent or sibling) while the co-employee is in the course of employment or performing duties related to your business
- 2.2.3.where there is an obligation to share damages with or repay someone else who must pay damages because of an injury to a partner, member or co-employee as above
- 2.2.4.arising from the employee's providing (or failing to provide) professional health care services
- 2.3. We do not insure employees for damage to property owned, occupied, used or rented by, or in the care custody or control of:
 - 2.3.1.you or any of your employees or a member/partner (defined at 1.1/1.2)
 - 2.3.2.anyone acting as your real estate manager
 - 2.3.3.anyone having proper temporary custody of the property if you die - but only with respect to liability arising from the maintenance and use of the property and until your legal representative has been appointed
 - 2.3.4. your legal representative if you die - but only with respect to duties as such. The representative will have all your rights and duties under this insurance

Qualifications

- 3. Shown in Certificate
We do not insure anyone with respect to the conduct of a current or past partnership, joint venture or limited liability company who is not shown in your certificate as an assured or co-assured/joint assured
- 4. Terms of Cover
 - 4.1. Insurance of a co-assured under this clause is subject to all the terms of the assured's insurance
 - 4.2. Insurance of co-assured will cease on cancellation/cesser of the assured's insurance
 - 4.3. Cover under this clause is without prejudice to G2:20

Definitions

Y1 The Definitions

In any documentation relating to an offer or policy of insurance the words listed here have the meaning set against them - unless otherwise specifically stated. With the exception stated below, text is underlined in these wordings, for guidance only, to indicate that a word or phrase is included here

"You", "your", "we", "us" and, "our" are defined here. These meanings are consistent throughout our documentation, and the words are not underlined in the text.

Accident

one fortuitous event or occurrence or a series of events or occurrences arising from one fortuitous event or occurrence.

See extension at G2:40

Account year

the annual period of the insurance of the assured commencing each year on the date shown in your certificate

Act

- in respect of Through Transport Mutual Insurance Association Limited - the Through Transport Mutual Insurance Association Limited Consolidation and Amendment
- in respect of TT Club Mutual Insurance Limited - the Memorandum of Association

Actual Total Loss (ATL)

Equipment or property is an actual total loss where:

- it is destroyed or damaged to such an extent that it can no longer be used for its purpose and cannot be repaired or rebuilt, or, in the case of carrying equipment, cannot be returned to ISO/IICL standard or
- the owner is irretrievably deprived of it as the result of an accident.

Adjustment rate

one of the following rates, as specified in your certificate:

- a rate on your gross freight receipts or gross annual income or similar earnings during an account year
- a rate per annum on the insured value of equipment
- any other rate agreed by the Managers

Advertising injury

injury arising from one or more of the following offences:

- oral/written publication of material which:
- slanders or libels anyone or disparages anyone's goods, products or services
- violates anyone's right of privacy
- misappropriation of advertising ideas or style of doing business
- breach of copyright in respect of a title or slogan

Agree/agreed/agreement

means agree/agreed/agreement in writing

Agreed value

an amount agreed in advance between you and the Managers, and stated in your certificate, which we will reimburse in case of total loss of an insured asset

Aircraft

includes aeroplane/helicopter (fixed or rotary wing), airship, balloon, drone and other unmanned aircraft

All risks policy

policy covering fortuities generally though not inevitabilities eg. wear and tear or depreciation and subject to express exclusions
Amount due (from you) any of the following amounts due from you to us:

- all or part of any mutual/fixed/supplementary/release premium
- any amount due from you in respect of a claim any amount due from you in respect of interest
- any other sum due for any reason whatsoever

Applicant

the assured or the party completing policy application documents

Approved contract

c ontract included in your Approved

Contracts Schedule

Asbestos

asbestos in any form whether or not the asbestos was at any time:

- airborne as a fibre, particle or dust
- contained in or formed as part of a product, structure or other real or personal property
- carried on clothing
- inhaled or ingested
- transmitted by any other means

Association (the):

the Club (Club's), ie: Through Transport Mutual Insurance Association Limited or TT Club Mutual Insurance Limited, whichever one is providing the insurance (or reinsurance) cover in any particular case

Assured

the person(s) so designated in your certificate.

Authority

- any central or local government, or agency of such government
- any body or person empowered to make regulations or issue directions in relation to:
- the administration of any seaport, airport or railway
- the import, export or transport of any cargo
- safety of working conditions
- immigration
- the imposition of any tax or duty
- the control of pollution
- any court or tribunal

Avalanche

includes mudslide

Barratry

tentional sinking of a vessel by the master or crew to the prejudice of, and without the connivance of, the owner

Berth

any quay, jetty, pier, wharf or other structure or object alongside

which ships moor

Breach of copyright

includes infringement of plans, patents, trade names, trade marks and registered designs

Breakbulk

cargo (unless in bulk) which is not in carrying equipment, when carried on board a ship

British Isles

Britain, Northern Ireland, Isle of Man and Channel Islands

Broker

an insurance broker, consultant or other intermediary or agent directly or indirectly involved in dealing on your behalf as regards your insurance

Broker (In)

a person, who may be characterised as a load, freight, truck, property, transportation or cargo broker, and who, for compensation, arranges, or offers to arrange, the transportation of cargo by a carrier

Broker (Customs/Customs House)

a person who represents, or acts as the agents of, a principal in clearing goods through customs, including preparation and submission of paper and electronic documentation and communicating with authorities on the principal's behalf

Bulk

unpackaged goods of a homogeneous nature

Bullion

gold, silver or platinum in bars or similar form

By

includes on behalf of

Bye-laws as the case may be:

- the Bye-Laws for the time being of Through Transport Mutual Insurance Association Limited or
- the Articles of Association for the time being of TT Club Mutual Insurance Limited

Cargo

goods and property in respect of which you contract to provide services including:

- carrying equipment unless supplied by you
- anything used or intended to be used to pack or secure goods, carried from one place to another place.

Cargo broker see *Broker (in)*

Carried

includes intended for carriage and having been carried

Carrying equipment

any container, chassis, trailer, rolling stock, genset, swap body, igloo and anything else specified as carrying equipment in your Assets or Equipment Schedule

Cash

bank notes and coins (whether or not currently legal tender) - and travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services

Certificate (of Insurance/ Reinsurance)

includes endorsements, schedules in addition to the as incorporated into the certificate

Cessation of work

loss/damage as a result of strikes, labour disturbances or locked out workers - *except* physical loss or damage directly caused by strikers, locked out workers or similar persons - arising from:

- stoppage of work (total or partial)
- stoppage, interruption or retarding of any process or operation

Charter (chartered)

a time, voyage, space or slot *charter*, but not a bareboat charter (*chartered* under a time, voyage, space or slot charter)

Chassis

- a trailer or semi-trailer designed to be hauled by a truck or tractor and used for the transportation of containers or intermodal cargo
- a part, including spares and accessories, of a chassis
- plant, tools or materials for the maintenance or repair of a chassis

Claim

your claim on us under your insurance

Clean Up Costs

costs of removal of a pollutant after pollution of land, sea, the atmosphere, any watercourse or body of water

Club

the Association

Co-Assured

the person(s) so designated in your certificate.

Combined single limit

the limit to which a total claim in respect of one accident, parts of which arise from different risks, will be subject

Computer a device which accepts information in

digital form and processes it for some result based on a program or sequence of instructions and which can perform substantial computation, including numerous arithmetic operations or logic operations - including the base unit but not a keyboard, monitor or other peripheral

Condition precedent

a condition which must be fulfilled for the Club to be liable under your policy

Consequential Loss financial loss resulting from physical loss or damage or death injury or illness

Container

- an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage
- plant tools or materials for the maintenance or repair of a container

Contract services (in)

services customarily performed by a transporter of cargo, terminal, port, depot or warehouse operator or services incidental to the transport of cargo or operation of a port

Conveyance

any ship, aircraft, road vehicle or rail wagon used or intended to be used for the carriage of cargo **Costs** includes expenses

Cover

a grouping of clauses, for example Transport and Logistics
Operator cover

Crew member

any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board a ship

Customer

any person for whom you provide, directly or through your subcontractors, insured services

Customs broker

see **Broker**

Cyber attack

use of any computer, program, virus, or any other electronic system/process as a means of inflicting loss

Damage protection plan

an agreement between you and a customer whereby, in return for additional payment, the lessee is relieved of its obligation under the leasing contract to pay for repair of damage to equipment during the period of the lease

Death, injury or illness

includes hospital, medical and funeral expenses

Death or injury

includes hospital, medical and funeral expenses

Declaration

declaration of information which is to be provided by you to us in order to calculate your premium

Defamation

libel, slander and publication or utterance of disparaging material in violation of privacy rights

Deposit

the part of the premium payable each account year in advance, adjusted at the adjustment rate on the adjustment date, subject to any applicable minimum

Depreciated value

the value of an item depreciated in annual increments down to its estimated residual value at the end of its useful life

Directors

the Board of Directors for the time being of the Association

Earthquake

includes seaquake, tsunami and seismic activity

Electrical

includes electronic

Electronic components

integrated circuits, system boards and SIM cards, computer memory and computer processors, CD ROM drives, DVD drives, sound cards, video cards and modems

Employee (your)

a person defined as your employee by the law which applies where he or she provides services

Employment benefit

wages, salaries, bonuses, incentives, perquisites, fringe benefits or other payments, entitlements or benefits owed to any employee as a result of an employment contract

Employment contract

any contract of employment between the assured and an employee

Equipment

carrying or handling equipment

Executive officer

any director, board member, commissioner, president, vice president or managerial employee

Expendable/replaceable parts

including flexible drives, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, trailing wires and cables, flexible pipes and hoses, jointing and packing materials, transistors, fuses and similar electrical components

FDA Agent

Food and Drugs Administration US
Resident Agent

Financial lessor

lessor of property/equipment under an agreement or option to purchase

Financial loss

pecuniary loss, cost or expenses

First aid post

premises providing medical services staffed by part time and/or volunteer personnel who are not qualified doctors or paramedics

Fiscal representative

a person acting as representative of the Member for tax or duty purposes or as otherwise defined in any applicable national or international law or convention

Fixed premium

price (or any part of price) for insurance which has not been agreed to be a mutual premium

Flood

rising water, surface water, waves, tidal waves, tidal water, storm surge, overflow of streams, rivers, lakes, ponds or other bodies of water, spray from any of the foregoing, all whether driven by wind

or not

For example (eg) means *by way of example without limitation of the generality of the foregoing*

Freight broker

see *Broker (in)*

Freight forwarder

a transport operator providing services, which may include documentation and customs clearance, as agent or principal, but subcontracting all physical carriage and handling to one or more operators

General average

sacrifice or expenditure to save property involved in a sea voyage, to which, in principle, all owners of the saved property contribute proportionately

Gross freight receipts

gross revenue plus payments to agents and subcontractors in respect of services as transport operator, but excluding customs duty, sales tax or similar fiscal charges, paid on behalf of customers

Gross revenue

revenue net of payments to agents and subcontractors in respect of services as transport operator

Handheld electronic products

products designed primarily for the storage, management, use or transmission of information by electronic means (for example: organisers, computer games, remote control devices), but not products in which the electronic component only controls another, mechanical or other, function (for example: toothbrushes, power tools)

Handling equipment

- an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment, and operations incidental to such activities
- a part, including spares and accessories, of handling equipment
- plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment
- anything specified as handling equipment in your Assets or Equipment Schedule

Haulage Operator

an actual road carrier

Host Liquor

supplying alcoholic beverages in the course of your insured services other than in the business of manufacturing, distributing, selling or serving alcoholic beverages

Illegal trade

handling, movement, storage of, or transaction in, people, goods, cargo or money in the course of trade which is prohibited by national law or international agreement/convention

Impaired property

tangible property, other than your product or your work, that cannot be used or is less useful because:

- it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous or
- you have failed to fulfil the terms of a contract and which can be restored to use by:
- the repair, replacement, adjustment or removal of your product or your work or
- your fulfilling the terms of the contract

In writing/written visibly expressed in any permanent or retrievable form, including electronic means

Insured trading area

the area described in your certificate in which the Managers have agreed that your insured ships will trade

includes/including

means Includes/including without limitation of the generality of the foregoing

Incur as an employer

incur liabilities which would not have arisen but for your employer-employee relationship, including liabilities under any state or private workers compensation insurance, disability benefits or similar law or scheme

Indemnity value

the cost of replacing an insured asset with an item of the nearest (but no worse) specification, age and condition, and any labour, dismantling, freight and erection costs of the replacement item but only to the extent that the total of such costs does not exceed the insured value

Indirect declarant

a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law or convention

In flight

the time commencing with the starting of the engines before take-off run of the aircraft and continuing thereafter until it has completed its landing run and its engines are shut down

Insanity

being or becoming incapable by reason of mental disorder of managing and administering property and affairs Insured insured by us in accordance with applicable terms

Insured asset

Insured equipment, property, ship or aircraft

Insured Assets Schedule

that part of your certificate which lists insured assets, which may be carrying/ handling equipment, property, ships

a berth at your insured location, unless otherwise stated in your certificate or aircraft Insured berth

Insured (carrying/handling) equipment

equipment specified in your Insured Assets or Equipment Schedule

Insured contract (in)

- contract for the lease of premises. However, that portion of the contract that indemnifies anyone for damage to fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract
- a sidetrack agreement
- an easement or licence agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad

- an obligation, required by ordinance, to indemnify a municipality, except in connection with work for a municipality

- an elevator repair or maintenance agreement

- that part of any contract pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of someone else to pay for bodily injury or property damage to a third party. Tort liability means a liability that would be imposed by law in the absence of a contract

This definition does not include any part of a contract which:

- indemnifies a railroad for bodily injury or property damage arising from construction or demolition operations, within 50 feet of any railroad property and affecting any: railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing
- indemnifies an architect, engineer or surveyor for injury or damage arising from:
 - preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications or
 - giving directions/instructions, or failing to give directions/instructions, if that is the primary cause of the injury or damage or
 - under which the assured, if an architect, engineer or surveyor, assumes liability for injury/ damage arising out of the insured's rendering, or failing to render, professional services, including those listed above, and supervisory, inspection, architectural or engineering activities

Insured Equipment Schedule

that part of your certificate which lists insured carrying or handling equipment

Insured location

the location at which you provide any insured services and in respect of which the Managers have agreed that you are insured, and which is included in your Insured Location Schedule (or Insured Assets or Equipment Schedule)

Insured property

property at the locations specified in your certificate which is

- specified in your certificate or

- third party property in your care, custody and control which you are legally liable to insure against physical loss and damage

Insured services

services set out in your certificate in respect of which the Managers have agreed that you are insured

Insured ship

a ship specified in your Insured Assets or Ships Schedule

Insured trading area

the area stated in respect of each ship in your Insured Assets or Ships Schedule

Insured value

an amount which may be the new replacement value, depreciated value, indemnity value, agreed value, market value or cost of reinstatement, as stated in your certificate, which the Managers have agreed to pay in the event of a total loss of an insured item. Where no amount is stated in the certificate, the insured value will be the market value, except in the case of an insured container when it will be the depreciated value

Joint assured

the person(s) so designated in your certificate

Joint service partner

an operator or NVOCC with whom you operate a joint service

Joint venture partner

(see also partner) an operator with whom you pool equipment in order to operate a joint service.

Lack of Due Diligence

failure to exercise reasonable skill, care and competence in the circumstances

Land

includes buildings and other things fixed to land so as to become part of it, mines, subsoil and airspace

Lease/leased/lessor/lessee

includes rent, hire and borrow (with or without payment), but excludes:

- re-positioning of carrying equipment in respect of which payment is not made or received
- use of carrying equipment owned by a ship operator to carry cargo on the ship operator's ships

Leased worker

a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties relating to the conduct of your business. Leased worker does not include temporary worker

Leasing contract

a contract approved by the Managers for the purposes of your lessor cover whereby you lease equipment to a customer on terms, amongst others, that the customer will be responsible for all physical loss and damage of the equipment (other than fair wear and tear) from the time the customer takes delivery of it until either the customer redelivers it to you or you repossess it, and will also be responsible for all third party liabilities arising from its condition or use during that period

Liability (liable)

means legal liability (legally liable)

Liquidated damages

a fixed sum agreed in advance under

a contract as payable in the event of a breach of the contract

Load broker

see Broker (in)

Logistics operator an operator:

- undertaking supply chain management, defined as planning, implementing and controlling the flow and storage of goods, services and related information from point of origin to point of consumption
- operating under contracts specified in your Approved Contracts Schedule which extend liability provisions, for example: to just in time delivery, assembly (including packing, labelling and bar coding) and financial penalties for failure to conform

Loss

A physical, financial or consequential loss as appropriate in the context

Loss payee

includes mortgagees and mortgagors specified in your Loss Payee or Loss Payee Joint Assured Schedule

Lump sum

a premium not subject to adjustment by means of an adjustment rate

Managers

the Managers of the Association (or its branches) and their employees and agents acting within the scope of their authority.

Market value

the sale value of an item on the open market in the condition in which it was immediately before the accident

Medical centre

premises providing medical services and staffed by qualified doctors or paramedics

Member currency

the currency in which the Member ordinarily carries on business unless a different currency is declared in the certificate.

Microorganism

mould, mildew, fungus, spores or other microorganism of any type, including any substance the presence of which poses actual or potential threat to health

Model conditions

conditions held on our website for Members' use, eg: Series 100 Bill of Lading

Money damages

any monetary compensation for past loss

Mutual premium

price (or any part of price) for insurance which is subject to supplementary, return, and release premiums in accordance with

Part E of the Bye-Laws

NVO(C)C (non vessel owning (common) carrier)

a carrier, who is not a ship operator, providing freight forwarder services as a principal, usually under a bill of lading Navigational aids provision and maintenance of:

- marine navigational aids
- charted and advertised water depths
- buoyage and lighting for fairways, wrecks and obstruction
- navigational information and warnings

New for old

without deduction for depreciation

New replacement value

cost of replacing an item with a new item of the nearest (but no worse) specification available, and any labour, dismantling, freight and erection costs of the replacement item Non-contractual other than under a contract

Notice

notice in writing

Nuclear weapon

any weapon of war employing nuclear fission or fusion or other like reaction or radioactive force or matter

Off lease (equipment)

equipment which at the time of an accident giving rise to a claim under your lessor cover was not on lease

Officials claim

a written demand for money damages arising from a wrongful act. All officials claims against you arising from the same wrongful act, or from logically or causally connected wrongful acts, will be considered as one officials claim. All such officials claims will be considered first made at the time the earliest such officials claim was made against you

Officials liability

money damages which you become legally obligated to pay by reason of a wrongful act. Officials liability does not include:

- sanctions, fines or penalties liquidated damages as provided under a contract or statute
- return of taxes, assessments, penalties, fines or fees

- salaries and wages of any assured, other official, employee or member or officer of the assured, or any government body in connection with the investigation or defence of claims
- matters uninsurable under the law or against public policy employment benefits owed as a result of a written employment contract that is not the result of a collective bargaining agreement

On lease (equipment)

equipment which at the time of an accident giving rise to a claim under your lessor cover:

- was on lease to your customer pursuant to a leasing contract or
- had been leased to your customer under a leasing contract which had terminated by reason of default or breach of the customer and had not yet been redelivered to or repossessed by you

Operator

a person who owns, leases, charters or otherwise operates means of transport or storage or handling facilities specified in your insured services

Oversea ship

a ship carrying insured equipment from one port or place to another when the voyage includes a sea passage

Oversize cargo

cargo which, because of its size, weight or other characteristics, requires special arrangements for carriage

Overspill claim

that proportion of a political risks claim which is unpaid as a result of the total political risks claims for the political risks account year exceeding the political risks maximum and which is carried forward to the next political risks account year

Own/owned/owner/ownership

includes lease purchase and bareboat charter

Paragraph

a numbered paragraph within a clause, for example T1:4 - limits applying to valuable cargo within the Transport & Logistics Operator cover for Cargo Liabilities

Partner

a person defined by applicable company law as a partner (see also joint service/ venture partner)

Period of insurance

does not include any extended reporting period

Personal property all property except land

Physical loss:

damage, destruction, seizure or deprivation of property such that there is no prospect of recovering the property or part of it

Piracy (risks)

risks arising from any criminal acts of violence, detention, rape, or depredation committed for private ends by the crew or the passengers of a private ship or aircraft that is directed on the high seas (both outside and within international waters) against another ship, aircraft, or against persons or property on board a ship or aircraft

Policy (of insurance)

the terms of your insurance with us, as set out in the Act, the Bye-Laws and your certificate of insurance - which incorporates, to the extent stated in the certificate in each particular case, your policy book

Policy book

a collection of clauses which are, wholly or partly, incorporated into your policy by means of your certificate

Pollutant

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, liquid, gas, oil, petroleum substance or derivative acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

Pollution

the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse or body of water which is not naturally present in the environment in the amounts/concentrations discovered

Port

includes harbour Port authority includes port operator, harbour board, harbour authority or harbour operator

Precious jewellery

made from precious stones or precious metal

Precious metal

gold (any carat and any colour), palladium, platinum, silver and objects made of or plated with precious metal (as defined here)

Precious stones,

diamonds, emeralds, sapphires and rubies - except where made up into precious jewellery

Premium

(used on its own) means a mutual premium, a fixed premium or a combination of the two

Products liability

liability for loss/damage of property or bodily injury arising from any product, including containers packaging or labelling, which:

- is sold, supplied, erected, constructed, repaired, altered, treated, converted, installed, processed, manufactured, tested, serviced, or hired out by or through you and
- has ceased to be in your possession, care, custody or control and
- is defective for the purposes of applicable products liability law

Professional services

includes preparation/approval of maps, charts, plans, reports, surveys, designs calculations or specifications and supervisory, inspection, engineering or data processing services and

services of or in the nature of a profession which would normally be insured by a professional Indemnity Insurer (whether actually insured or not) - and advice of a professional nature

Project cargo

- cargo which, because of its size or weight, requires special arrangements for carriage or
- cargo carried under a mining, construction, engineering, infrastructure or similar project contract

Property broker

see Broker (in)

Quiet use

freedom from interference in enjoyment of the property by the seller or by anyone claiming through the seller

Radioactive/nuclear risks

risks caused or increased (directly or indirectly) by:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of:
- an explosive nuclear assembly or nuclear component thereof of
- source material, special nuclear material or by product material as defined by the US Atomic Energy Act 1954 (and amendments) or
- radioactive products carried as cargo - other than excepted matter

Excepted matter is defined under of the.....as nuclear matter consisting only of one or more of the following :

- isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes
- natural uranium
- any uranium of which isotope 235 forms not more than 0.72 per cent.
- nuclear matter of such other description, if any, in such circumstances as may be prescribed (or, for the purposes of the application of this Act to a relevant foreign operator, as may be excluded from the operation of the relevant international agreement by the relevant foreign law)

Regulations

means *regulations and laws made by any authority*

Reinstatement in the case of:

- total loss of a building:
Rebuilding
- total loss of an item of property or equipment other than a building:
New Replacement

Review date

the date identified on your policy
as the date to which the policy
document extends

Risk

liability, loss, damage or costs

Road vehicle

a vehicle with integral means of mechanical or electrical propulsion for use on public roads

Rolling Stock

railway wagon without integral means of mechanical or electrical propulsion

Securities

bonds, negotiable instruments or securities of any kind

Semi-trailer

- a trailer constructed to be attached to, and supported at its forward end by, the fifth wheel device of a tractor - but excluding for the purposes of your policy any semi-trailer which is defined as a chassis
- a part, including spares and accessories, of a semi-trailer
- plant, tools or materials for the maintenance or repair of a semi-trailer

Ship

boat (whether self-propelled or not), hovercraft and any other vessel or structure for use in navigation on, under, over or in water

Ship operator the owner, part owner, operator, charterer or manager of a ship

Slot charter

an agreement under which the shipowner agrees to place a certain number of container slots at the charterer's disposal

Space charter an agreement under which the shipowner agrees to place part of the ship's capacity at the charterer's disposal

Specified lessee

a lessee specified in your Specified Lessee Schedule

Statutory obligation

any obligation, liability or discretion imposed by any legislative enactment, decree, order or regulation having the force of law in any country

Stocktaking

counting and recording items in the course of storage as part of your insured services as a routine control measure

Storm

includes hurricane, typhoon, windstorm, rainstorm or tornado

Strikes riots & civil commotion risks

risks arising from strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

Strikes riots & terrorist risks risks arising from:

- strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
- terrorists or persons acting from a political motive

Subsidence

includes landslide and heave **Suit**
a proceeding in a court of law where money damages may be awarded

Temporary worker

a person who is furnished to you to substitute for a permanent employee on leave to meet seasonal or short term workload conditions

Terms

includes warranties, conditions, exclusions, qualifications and (where applicable) price

Terrorism (terrorist)

(an act of) any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes to:

- overthrow or influence any government (de facto or de jure) or
- put the public in fear for such purposes by force or violence

Terrorism class

as defined in the *Pool Reinsurance*

Company Limited rules for the purposes of reinsurance of risks arising from terrorism. The classes are (in brief):

- property damage/ buildings
- property damage/ other property (including handling equipment)
- business interruption
- book debts

Third party

anyone other than us, the assured or a joint assured (or co-assured)

Third party liability

- liability for physical loss of or damage to third party property and for resulting consequential loss
- liability for death, injury or illness of any third party, and for resulting consequential loss

Third party property

any property of a third party *except*:

- cargo
- property leased to the assured or a joint assured (*for example*:
- equipment, land or buildings)

Trailer

- a vehicle, without integral means of propulsion, designed to be hauled by a truck or tractor for the purpose of transporting goods
- a part, including spares and accessories, of a trailer
- plant, tools or materials for the maintenance or repair of a trailer

Transit storage

storage of cargo during, or immediately before or after, carriage (which is other than solely local distribution), if at the commencement of such storage it was intended that the storage would not exceed 30 days

Transportation broker see *Broker (in ...)*

Transport operator a person undertaking transport of cargo, either directly or through a subcontractor, which may include transit storage and **incidental handling**

Truck broker

see *Broker (in)*

Unapproved contract

contract not included in your Approved Contracts Schedule or otherwise approved by the Managers

Unspecified lessee a lessee other than a specified lessee

Valuable papers formal documents expressing property, or debt, relations between parties and classified as follows:

- share capital certificates if it is possible to receive credit from a bank on the document
- bond certificates - issued by both companies and governments
- documents expressing proprietary interests including bills, cheques, warrants, certificates of deposit, bills of lading and other commercial papers
- international valuable papers including euroshares and eurobonds

Valuable works of art includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds each item or set of items

Vertical tandem lift

lift of more than one container linked together vertically

War risks the following, except to the extent that the definition of terrorism applies:

- war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power

WORDING SECTION 2B

Transport and Logistics Operators

	Transport and Logistics Operators
T1	Cargo Liabilities
T2	Errors & Omissions
T3	Third Party Liabilities
T4	Fines & Duty
T5	Costs
	Additional Risks
A1	Discretionary Insurance
A2	Personal Rights & Advertising
A3	Handling Equipment (CHF)
A4	Handling Equipment(LPTA/NPTA/UKP)
A5	Handling Equipment (TLG/SO)
A6	Property
A7	Business Interruption: Insured Damage
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A13	Business Interruption (UKP)
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	Additional Interests Loss Payee
J1	Loss Payee Joint Assured
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J8	Equipment Lessee Joint Assured
J9	Operational Joint Assured
J10	Affiliate Joint Assured
J11	Ports Co-Assured
J12	The Definitions
Y1	The Definitions

T1 Cargo Liabilities

1. We insure you for:
Your liability for physical loss and damage of cargo and resulting consequential loss
2. We do not insure you under this clause:
 - 2.1. to the extent that your liability is incurred/increased by:
 - 2.1.1.any voluntary acceptance by you of enhanced liability under a law or convention, as defined at 3.1.1
 - 2.1.2.an incorrect statement in or omission from any bill of lading*
 - 2.1.3.package/unit enumeration in your subcontractor's bill of lading* for sea carriage which fails to correspond with the enumeration in your bill of lading*
*or other contract of carriage or handling documentation
 - 2.2. for liabilities in respect of bullion, precious stones or cash/securities
 - 2.3. for liabilities arising from cargo found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.4. for liabilities excluded at G1:2
 - 2.5. liabilities which are insured at T4:1.2

Qualifications

3. Law, Conventions and Approved Contracts
 - 3.1. We insure you only for liabilities under:
 - 3.1.1.the provisions of a law or convention which apply compulsorily and cannot be avoided by contract
 - 3.1.2.your standard trading conditions as approved by the Managers, or other approved contract (subject to 3.3)
 - 3.1.3.our model conditions
 - 3.2. Subject to the terms of your insurance, we insure you if it is established by a court or tribunal or the Managers agree settlement on the basis that you are not entitled to rely on any defence or limitation of liability under a law/ convention or contract as defined at 3.1
 - 3.3. We insure you under approved contracts subject to:
 - 3.3.1.any exclusions/qualifications in your Approved Contracts Schedule
 - 3.3.2.all terms of your insurance unless we specifically waive these in the Schedule
 - 3.4. If you contract on terms other than those specified at 3.1, we only insure the liabilities to which you would have been exposed if you had contracted on appropriate terms specified at 3.1
4. Limit: Valuable Cargo
A limit of each accident applies to claims in respect of:
 - a. processed tobacco/tobacco products
 - b. bottled spirits
 - c. precious jewellery/precious metal
 - d. valuable works of art
 - e. thoroughbred horses
 - f. computers/handheld electronic products/mobile telephones (and electronic components of these)

T2 Errors & Omissions

1. We insure you for your liability for:
 - 1.1. financial loss:
 - 1.1.1.incurred by your customer arising from failure to perform your contractual obligations

- 1.1.2. incurred by your customer arising from delay in performing your contractual obligations
- 1.1.3. arising from delivery of cargo contrary to your contractual obligations which is incurred by:
 - a. your customer or
 - b. the person entitled to delivery under a bill of lading or other contract of carriage or handling documentation
- 1.2. physical loss and damage of cargo - to the extent that your liability is incurred or increased by an incorrect statement or omission in any bill of lading or other contract of carriage or handling documentation
- 2. We do not insure you under this clause for:
 - 2.1. your liability for consequential loss resulting from physical loss or damage of cargo or other property (except as stated at 1.2)
 - 2.2. your own financial loss

Qualifications

- 3. Intentional or Reckless Conduct
The Directors may in their discretion reduce or reject a claim if you or your employee has acted (or failed to act) intentionally or recklessly. In exercising this discretion the Directors may, among other things, consider your corporate and compliance systems/procedures
- 4. References to T1
The following paragraphs of T1 also apply to this clause:
 - 4.1. Voluntary acceptance of enhanced liability under a law or convention (T1:2.1.1)
 - 4.2. Package enumeration (T1:2.1.3)
 - 4.3. Valuable cargo (exclusions) (T1:2.2)
 - 4.4. Stocktaking (T1:2.3)
 - 4.5. Liabilities excluded at G1:2 (T1:2.4)
 - 4.6. Law, conventions and approved contracts (T1:3)
 - 4.7. Valuable cargo (special limit) (T1:4) save that the limit applies each accident and in the aggregate each account year
 - 4.8. Liabilities which are insured at T4:2.5
- 5. Limit
Limit: each accident and in the aggregate each account year

T3 Third Party Liabilities

- 1. We insure you as stated below
 - 1.1. We insure you for your liability for the following, including resulting consequential loss:
 - 1.1.1. physical loss and damage of third party property
 - 1.1.2. death, injury or illness of any third party
 - 1.1.3. pollution (subject to G1:3)
 - 1.2. We insure you for your liability to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1. physical loss or damage of third party property
 - 1.2.2. death, injury or illness of any third party except as at 1.2.3
 - 1.2.3. death, injury or illness of your employee unless excluded at 2.1
 - 1.2.4. pollution (subject to G1:3)
 - 1.3. We insure an assured for liabilities directly to an employee of a joint assured and conversely a joint assured for liabilities directly to an employee of the assured or another joint assured

2. We do not insure you under this clause for liabilities:
 - 2.1. for death, injury or illness of your employee which you incur as an employer or which would normally be insured under an Employers Liability insurance
 - 2.2. arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
 - 2.3. arising from an accident on a public road ininvolving a trailer or chassis
 - 2.4. in respect of your owned or leased:
 - 2.4.1. equipment leased to someone else - other than to your joint service/ venture partner for use in the joint service
 - 2.4.2. handling equipment used with your consent by someone else
 - 2.4.3. carrying equipment which we do not insure for loss/damage
 - 2.5. as owner/lessee of land which is not an insured location
 - 2.6. arising from erection or dismantling of handling equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.7)
 - 2.7. arising from movement of handling equipment - other than within the same terminal, port or depot
 - 2.8. excluded at G1:2
 - 2.9. in respect of any risk which is insured under T4

Qualifications

3. Limit of Liability

In the event that it is held in any court or tribunal that anyone, other than the assured or a named joint assured or co-assured, is entitled to be insured under this insurance, then the limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law and the limit stated in your policy
4. Transfer of Interest in Equipment under Contract of Sale

We only insure you for liabilities in respect of equipment after your interest in it has been transferred under a contract of sale if:

 - 4.1. we insured the equipment immediately before the transfer and
 - 4.2. the contract of sale includes no warranty except that the equipment is as described and that the purchaser has quiet use

T4 Fines & Duty

1. We insure you for:
 - 1.1. The following, imposed on you by an authority, as a result of breach of regulations listed at 1.3:
 - 1.1.1. Fines and other penalties, including confiscation of your insured equipment or other property
 - 1.1.2. Duty and sales/excise tax and similar fiscal charges
 - 1.1.3. Costs
 - 1.2. Liability for financial loss incurred by a third party as a result of a liability specified at 1.1
 - 1.3. The regulations referred to at 1.1 relate to:
 - 1.3.1. import/export and carriage of cargo, conveyances or equipment
 - 1.3.2. immigration
 - 1.3.3. safety at work, including corporate manslaughter and corporate homicide
 - 1.3.4. security/anti-terrorism
 - 1.3.5. pollution - but only if arising from physical loss or damage of cargo or equipment
2. We do not insure you under this clause:

for liability/confiscation arising from:

- 2.1. breach of regulations relating to competition or regulation of companies
- 2.2. your owned/leased carrying equipment which we do not insure for loss/damage
- 2.3. your making your customs bond/guarantee available to another person - unless this arises from:
 - 2.3.1. assistance which an operator provides to you in your insured services or
 - 2.3.2. other insured services which you provide

Qualifications

3. Intentional or Reckless Conduct

The Directors may in their discretion reduce or reject a claim if you or your employee has acted (or failed to act) intentionally or recklessly.

4. Illegality

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

5. Enforcement of Reimbursement

If it is held by a court or tribunal that you have no right to enforce reimbursement of a claim under this clause, we undertake to treat the claim as if your right is enforceable unless it would be illegal for us to do so

6. References to T1

The following paragraphs of T1 also apply:

- 6.1. Valuable cargo (exclusions) (T1:2.2)
- 6.2. Valuable cargo (limit) (T1:4) save that the limit applies each accident and in the aggregate each account year

7. Limit

..... each accident and in the aggregate each account year

T5 Costs

1. We insure you for the following costs:

1.1. Mitigation

1.1.1. Additional costs incurred:

- a. in sending misdirected cargo to the correct destination - calculated as at 6 below
- b. to complete your contractual obligation to transport the cargo to the place of delivery - and arising solely from the failure of your subcontractor (or person acting on its behalf) to pay its debts (or pay promptly)

1.1.2. Costs of minimising a claim, except as specified at 1.1.1

1.2. Investigation & Defence

Costs arising from investigating an accident which may give rise to a claim and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim

1.3. Disposal

Costs, additional to costs which you would have incurred in any event, of disposing of cargo, insured carrying equipment or your customer's property- except a ship/aircraft (or wreck) - after an accident to it

1.4. Quarantine & Disinfection (including fumigation)

Costs other than costs incurred in the normal course of business

1.5. Clean Up Costs

Clean up costs which you incur under compulsorily applicable law or by order of an authority.

- 1.6. General average & Salvage
Cargo's contribution for which you are liable and which you cannot recover from your customer
- 1.7. Uncollected Cargo
Additional costs incurred solely by the failure of any party to collect or remove cargo less:
 - 1.7.1.costs which you would have incurred in any event
 - 1.7.2.proceeds from sale of cargo
 - 1.7.3.sums which you can recover from anyone else
2. We do not insure you under this clause for:
costs which are insured under T4:1.1.3

Qualifications

3. We only insure you if:
 - 3.1. the Managers have agreed to the costs or
 - 3.2. the Directors decide that the costs were properly incurred
4. Limits
Claims are subject to limits as below:
 - 4.1. as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose: Claims under 1.1.2 & 1.2
 - 4.2.*: Claims under 1.1.1(b) & 1.7
 - 4.3.*: Claims under 1.5
 - 4.4. as stated in your certificate: All other claims
*each accident and in the aggregate each account year
5. Deductibles
Claims are subject to deductibles as below:
 - 5.1. 1.1.2: as for the claim being mitigated
 - 5.2. All other claims: Nil
6. Calculation of Misdirection Costs
 - 6.1. We calculate misdirection costs as at 1.1.1(a) above as follows:
 - 6.1.1.costs of carriage of cargo from the place at which you originally received it to the place where it was misdirected plus
 - 6.1.2.costs of carriage from the place to which it was misdirected to the correct place less
 - 6.1.3.freight and other charges due to you for the carriage
 - 6.2. Carriage from the place to which the cargo was misdirected to the correct place will not be by air unless:
 - 6.2.1.the original carriage was agreed to be by air or
 - 6.2.2.the Managers agree
 - 6.3. Where the costs as calculated above do not exceed a minimum of, there is no claim under this clause
 - 6.4. Costs of carriage as at 6.1 include storage, demurrage and other necessarily incurred ancillary costs
7. General Average & Salvage Guarantees
 - 7.1. We may assist you in releasing cargo lien for general average or salvage contributions - usually by:
 - 7.1.1.arranging for cargo underwriters to give the necessary guarantee or
 - 7.1.2.ourselves giving a guarantee
 - 7.2. When we give a guarantee you will obtain:
 - 7.2.1.a completed valuation form for the cargo and
 - 7.2.2.prior to delivery of the cargo, counter security acceptable to us from the consignee or its cargo underwriters

8. Clean Up Costs

We do not insure you under this clause for costs under 1.5 which are insured under any other provision in your policy

ADDITIONAL RISKS

A1 Discretionary Insurance

1. We insure you as follows:

In addition to insurance under other clauses the Directors may decide that we will reimburse you in an amount in their discretion for risks incurred:

- 1.1. incidental to insured services
- 1.2. in case of interference by an international organisation or authority, which the Directors consider is unwarranted or requires investigation
- 1.3. where the Directors by special direction consider this in our interests, or those of our members

A2 Personal Rights & Advertising

1. We insure you for your liability for:

- 1.1. Malicious prosecution, false arrest, false detention and false imprisonment
- 1.2. Defamation
- 1.3. Wrongful entry/eviction or other invasion of rights of private occupancy
- 1.4. Advertising injury arising from an offence, committed within the period of your insurance, in the course of advertising your goods, products or services

2. We do not insure you under this clause for liabilities:

- 2.1. arising from wilful violation of a penal regulation - by you or with your knowledge (or by or with the knowledge of your executive officer)
- 2.2. to a person and relating to your direct or indirect employment of that person
- 2.3. arising from a false oral or written publication - by you or on your direction - with knowledge of its falsity
- 2.4. arising under a contract
- 2.5. for defamation under 1.2 which:
 - 2.5.1. was published before your insurance started - or where a similar defamation was published before your insurance started
 - 2.5.2. concerns any organisation/business and was published by you (or on your order or by or on the order of your executive officer) knowing it to be false
- 2.6. under 1.2 for any risk which is covered under 1.4
- 2.7. for advertising injury under 1.4 arising from:
 - 2.7.1. breach of contract - other than misappropriation of advertising ideas under an implied contract
 - 2.7.2. failure of goods, products or services to conform with advertised quality or performance
 - 2.7.3. wrong description of the price of goods, products or services
 - 2.7.4. an offence committed by an assured or joint assured whose business is advertising, broadcasting, publishing or telecasting

Qualifications

3. Limit

Limit: each accident and in the aggregate each account year

A3 Handling Equipment (CHF)

1. We insure you for:
 - 1.1. Physical loss and damage of insured handling equipment arising from:
 - 1.1.1. an accident including mechanical/electrical breakdown or malfunction
 - 1.1.2. strikes riots & terrorist risks
 - 1.2. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:
 - 1.2.1. prevented because the equipment is a total loss or
 - 1.2.2. delayed because you have a liability to repair the equipment
2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. computer, data processing or program error/breakdown
 - 2.1.6. mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
 - 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.3. loss/damage arising from:
 - 2.3.1. order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
 - 2.3.2. tests under abnormal conditions unless to comply with regulations
 - 2.3.3. overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
 - 2.3.4. any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or
 - c. a surveyor approved by the Managers
 - 2.3.5. erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6)
 - 2.3.6. movement of equipment - other than within the same terminal, port or depot
 - 2.4. loss/damage of an expendable/replaceable part - unless arising from loss/damage to the equipment which is external to the part
 - 2.5. loss/damage while the equipment is:
 - 2.5.1. leased to someone else
 - 2.5.2. used with your consent by someone else
 - 2.6. war risks

Qualifications

3. Declaration

- 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
- 3.2. You will not reduce the insured value of any equipment during your account year
- 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
- 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below

4. SR&T (Strikes Riots & Terrorist) Risks

- 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
- 4.2. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 4.3.2. war (declared or not) between permanent members of the UN Security Council

5. Reimbursement

We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:

5.1. Damage

- 5.1.1. We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
- 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.1.3. We will deduct the value of any part that you can use again
- 5.1.4. We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.1.5. You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection

5.2. Actual Total Loss

We will pay the insured value

5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

5.4. Leased Equipment

We will pay the value of the item which you are liable to pay under a lease, not exceeding the insured value

6. Average

If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):

- 6.1. applies only if the insured value is less than 80% of the market value of the item
- 6.2. applies separately to each item of equipment

- 6.3. does not apply to freight charges and labour costs
- 6.4. does not apply if the insured value is an agreed value
- 6.5. does not require us to pay more than the insured value for any item of equipment
- 7. Storm Earthquake Flood SR&T
An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
- 8. Debris Removal Costs
 - 8.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:
 - 8.1.1. debris removal from the site of the equipment, or immediately adjacent to it
 - 8.1.2. dismantling/demolishing the equipment
 - 8.1.3. shoring/propping up the equipment
 - 8.1.4. clearing drains/sewers
 - 8.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination
 - 8.3. We do not insure you under any other provision in your policy for costs specified at 8.1
 - 8.4. Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)
 - 8.5. We only insure you for costs specified at 8.1 if:
 - 8.5.1. the Managers have agreed to the costs or
 - 8.5.2. the Directors decide that the costs were properly incurred
- 9. Limit (Per Diem Lease Charges)
The maximum of charges which you incur for 30 days from and including the original redelivery date

A4 Handling Equipment (LPTA/NPTA/UKP)

- 1. We insure you for:
 - 1.1. Physical loss and damage of insured handling equipment arising from:
 - 1.1.1. an accident including mechanical/electrical breakdown or malfunction
 - 1.1.2. strikes riots & terrorist risks
 - 1.2. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:
 - 1.2.1. prevented because the equipment is a total loss or
 - 1.2.2. delayed because you have a liability to repair the equipment
- 2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. computer, data processing or program error/breakdown
 - 2.1.6. mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
 - 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.3. loss/damage arising from:
 - 2.3.1. order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority

- 2.3.2. tests under abnormal conditions unless to comply with regulations
- 2.3.3. overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
- 2.3.4. any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or
 - c. a surveyor approved by the Managers
- 2.3.5. erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6)
- 2.3.6. movement of equipment - other than within the same terminal, port or depot
- 2.4. loss/damage of an expendable/replaceable part - unless arising from loss/ damage to the equipment which is external to the part
- 2.5. war risks

Qualifications

- 3. Declaration
 - 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any equipment during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below
- 4. SR&T (Strikes Riots & Terrorist) Risks
 - 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 4.3.2. war (declared or not) between permanent members of the UN Security Council
- 5. Reimbursement

We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:

 - 5.1. Damage
 - 5.1.1. We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
 - 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost

5.1.3. We will deduct the value of any part that you can use again

5.1.4. We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance

5.1.5. You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection

5.2. Actual Total Loss

We will pay the insured value

5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

5.4. Leased Equipment

We will pay the value of the item which you are liable to pay under a lease, not exceeding the insured value

6. Average

If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):

- 6.1. applies only if the insured value is less than 80% of the market value of the item
- 6.2. applies separately to each item of equipment
- 6.3. does not apply to freight charges and labour costs
- 6.4. does not apply if the insured value is an agreed value
- 6.5. does not require us to pay more than the insured value for any item of equipment

7. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

8. Debris Removal Costs

8.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:

- 8.1.1. debris removal from the site of the equipment, or immediately adjacent to it
- 8.1.2. dismantling/demolishing the equipment
- 8.1.3. shoring/propping up the equipment
- 8.1.4. clearing drains/sewers

8.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination

8.3. We do not insure you under any other provision in your policy for costs specified at 8.1

8.4. Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)

8.5. We only insure you for costs specified at 8.1 if:

- 8.5.1. the Managers have agreed to the costs or
- 8.5.2. the Directors decide that the costs were properly incurred

9. Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date

A5 Handling Equipment (TLG/SO)

1. We insure you for:

1.1. Physical loss and damage of insured handling equipment arising from:

- 1.1.1. an accident including mechanical/electrical breakdown or malfunction
- 1.1.2. strikes riots & terrorist and piracy risks

1.2. Your liability for general average and salvage contributions in respect of insured handling equipment (including strike riots & terrorist risks and piracy)

1.3. Per diem lease charges incurred when as a result of an insured risk re-delivery to the lessor of your insured leased handling equipment is:

- 1.3.1. prevented because the equipment is a total loss or
- 1.3.2. delayed because you have a liability to repair the equipment

2. We do not insure you under this clause for:

2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured equipment or to other insured equipment:

- 2.1.1. defects in design or manufacture
- 2.1.2. wear and tear

- 2.1.3.inherent vice or latent defect
- 2.1.4.subsidence which is not sudden, unintended and unexpected
- 2.1.5.computer, data processing or program error/breakdown
- 2.1.6.mechanical/electrical breakdown or malfunction of:
 - a. communications equipment, alarm systems or external computers
 - b. equipment with market value less than
- 2.2. spare parts, accessories, plant, tools or materials for maintenance/repair of equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
- 2.3. loss/damage arising from:
 - 2.3.1.order, nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
 - 2.3.2.tests under abnormal conditions unless to comply with regulations
 - 2.3.3.overload unless:
 - a. to comply with regulations or
 - b. for inspection/testing or
 - c. it is not intentional or habitual
 - 2.3.4.any modification - unless agreed by:
 - a. the manufacturer or
 - b. an authority or
 - c. a surveyor approved by the Managers
 - 2.3.5.erection or dismantling of equipment - unless for inspection, maintenance or repair (or movement which is not excluded under 2.3.6) movement of equipment - other than within the same terminal,port or depot
- 2.4. loss/damage of an expendable/replaceable part - unless arising from loss/damage to the equipment which is external to the part
- 2.5. loss/damage while the equipment is:
 - 2.5.1.leased to someone else
 - 2.5.2.used with your consent by someone else
- 2.6. war risks

Qualifications

- 3. Declaration
 - 3.1. You may add equipment which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
 - 3.2. You will not reduce the insured value of any equipment during your account year
 - 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
 - 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5 below
- 4. SR&T (Strikes Riots & Terrorist) & Piracy Risks
 - 4.1. We do not insure you for SR&T risks arising from war including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 4.2. The Managers may at any time decide that we will not insure you for SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given

- 4.3. Insurance for SR&T risks will automatically terminate on:
- 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 4.3.2. war (declared or not) between permanent members of the UN Security Council
5. Reimbursement
- We will in no case pay more than the insured value of the equipment lost or damaged. Subject to this, we will pay as follows:
- 5.1. Damage
- 5.1.1. We will, in our discretion, pay the cost of repair of the equipment or the indemnity value of the damaged part
 - 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
 - 5.1.3. We will deduct the value of any part that you can use again
 - 5.1.4. We will not pay for temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair in advance
 - 5.1.5. You may commence permanent repairs immediately after notifying the Managers – provided you keep any damaged part for our inspection
- 5.2. Actual Total Loss
- We will pay the insured value
- 5.3. Constructive Total Loss (CTL)
- If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value
- 5.4. Leased Equipment
- We will pay the value of the item which you are liable to pay under a lease, not exceeding the insured value
6. Average
- If the market value of an item of equipment at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (6):
- 6.1. applies only if the insured value is less than 80% of the market value of the item
 - 6.2. applies separately to each item of equipment
 - 6.3. does not apply to freight charges and labour costs
 - 6.4. does not apply if the insured value is an agreed value
 - 6.5. does not require us to pay more than the insured value for any item of equipment
7. Storm Earthquake Flood SR&T
- An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
8. Debris Removal Costs
- 8.1. We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:
 - 8.1.1. debris removal from the site of the equipment, or immediately adjacent to it
 - 8.1.2. dismantling/demolishing the equipment
 - 8.1.3. shoring/propping up the equipment
 - 8.1.4. clearing drains/sewers
 - 8.2. We do not insure you under this paragraph 8 for costs arising from pollution/contamination
 - 8.3. We do not insure you under any other provision in your policy for costs specified at 8.1 Costs specified at 8.1 are in excess of the insured value of the equipment concerned (subject to G2:29.3)

- 8.4. We only insure you for costs specified at 8.1 if:
 - 8.4.1. the Managers have agreed to the costs or
 - 8.4.2. the Directors decide that the costs were properly incurred
9. Limit (Per Diem Lease Charges)
The maximum of charges which you incur for 30 days from and including the original redelivery date
10. Interest in Ship/Aircraft
G1:5 does not apply to this clause

A6 Property

1. We insure you for:

Physical loss and damage of insured property arising from:

 - 1.1. an accident including mechanical/electrical breakdown or malfunction
 - 1.2. strikes riots & terrorist risks
2. We do not insure you under this clause for:
 - 2.1. physical loss or damage arising from the following, unless this also causes loss or damage to another part of the insured property or to other insured property:
 - 2.1.1. defects in design or manufacture
 - 2.1.2. wear and tear
 - 2.1.3. inherent vice or latent defect
 - 2.1.4. subsidence which is not sudden, unintended and unexpected
 - 2.1.5. normal settling, shrinking or expansion in buildings, structures or foundations
 - 2.1.6. atmospheric conditions (dampness, dryness, extremes or changes of temperature), condensation, fog or smog
 - 2.1.7. rot, spoilage, decay, decomposition or leakage
 - 2.1.8. insects, vermin or microorganisms
 - 2.1.9. computer, data processing or program error/breakdown
 - 2.2. loss/damage arising from modifying, testing, erecting or dismantling insured property
 - 2.3. war risks
 - 2.4. insured property found to be missing on stocktaking, if you are unable to identify the accident which caused the loss
 - 2.5. loss/damage arising from order, nationalisation, embargo, quarantine, requisition, compulsory purchase by authority
 - 2.6. fines (and other penalties)
 - 2.7. theft, fraud, wrongful conversion or abstraction by you, your employee or your bailee whether or not in collusion with others or in the course of anyone's duties
 - 2.8. loss/damage to buildings or structures which are:
 - 2.8.1. in the course of construction or
 - 2.8.2. unoccupied for more than 30 days unless 24 hour security is provided
 - 2.9. loss/damage to electronic recordings arising from electrical/magnetic interference - other than by lightning
 - 2.10. loss/damage to cargo
 - 2.11. loss/damage arising from natural disasters, to the extent that compensation is available to uninsured parties under a government sponsored scheme

Qualifications

3. Declaration

- 3.1. You may add property which you have not previously declared, subject to notifying us within 28 days of acquisition, and to terms to be agreed
- 3.2. You will not reduce the insured value of any property during your account year
- 3.3. You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
- 3.4. A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5-6 below

4. SR&T (Strikes Riots & Terrorist) Risks

- 4.1. We do not insure you for SR&T risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
- 4.2. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your property which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 4.3. Insurance for SR&T risks will automatically terminate on:
 - 4.3.1. hostile detonation of a nuclear weapon (anywhere - whether your property is involved or not)
 - 4.3.2. war (declared or not) between permanent members of the UN Security Council

5. Reimbursement: Loss & Damage

We will in no case pay more than the insured value. Subject to this, we will pay as follows:

5.1. Damage

- 5.1.1. We will, in our discretion, pay the cost of repair of the property or the indemnity value of the damaged part
- 5.1.2. We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.1.3. We will deduct the value of any part that you can use again
- 5.1.4. We will not pay for temporary repairs, or for damage arising from use of property in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.1.5. You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

5.2. Actual Total Loss

We will pay the insured value

5.3. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the insured value, we will pay the insured value as a CTL, less any salvage value

6. Reimbursement: Special Cases

We will in no case pay more than the insured value. Subject to this, we will pay as follows:

- 6.1. Leased Property- We will pay the value of the item which you are liable to pay under a lease
- 6.2. Third Party Property- We will pay the amount for which you are liable
- 6.3. Tenants Improvements/Betterments- If you make an improvement or betterment we will pay up to the indemnity value. We do not insure you in the case of improvement/betterment by others for your use
- 6.4. Documents/Data
 - 6.4.1. Film, tape, disc and electronic recording or storage media
 - a. if electronic data is restored or replaced we will pay the cost of restoring or replacing the media to its condition before the accident, including recreating and assembling data

- b. if electronic data is not (or cannot be) restored or replaced we will pay up to the cost of the media in unexposed or blank form

6.4.2. Documents other than as at 6.4.1:

We will pay up to the cost of blank material plus labour costs of restoration, transcription and copying

7. Average

If the market value of an item of property at the time of an accident is greater than the insured value, we will reduce reimbursement, calculated as at 5-6 above, by the percentage by which the insured value of the item is less than the market value. This paragraph (7)

- 7.1. applies only if the insured value is less than 80% of the market value of the item
- 7.2. applies separately to each item
- 7.3. does not apply to freight charges and labour costs
- 7.4. does not apply if the insured value is an agreed value
- 7.5. does not require us to pay more than the insured value for any item of property

8. Storm Earthquake Flood SR&T

An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

9. Public Authorities

9.1. We insure you for the additional cost of reinstatement of lost/damaged property solely to comply with a regulation, excluding:

- 9.1.1. loss/damage which occurred before the commencement of your insurance
- 9.1.2. loss/damage in respect of which notice was served on you before the loss/damage occurred
- 9.1.3. loss/damage in respect of undamaged property (or part of property). This exclusion does not apply:
 - a. to foundations (unless foundations are excluded elsewhere under your policy)
 - b. if compliance is required in order to ensure repair or reinstatement of damaged property
- 9.1.4. rates, taxes, duties, charges and assessments arising from capital appreciation arising from compliance with the regulation.

9.2. The reinstatement must be completed with reasonable despatch, and in any case within twelve months from the loss/damage, unless the Managers otherwise agree

10. Debris Removal Costs

10.1. We insure you for the following costs in respect of insured property damaged as specified at 1 above:

- 10.1.1. debris removal from the site of the property, or immediately adjacent to it
- 10.1.2. dismantling/demolishing the property
- 10.1.3. shoring/propping up the property
- 10.1.4. clearing drains/sewers

10.2. We do not insure you under this paragraph 10 for costs arising from pollution/contamination

10.3. We do not insure you under any other provision in your policy for costs specified at 10.1

10.4. Costs specified at 10.1 are in excess of the insured value of the property concerned (subject to G2:29.3)

10.5. We only insure you for costs specified at 10.1 if:

- 10.5.1. the Managers have agreed to the costs or
- 10.5.2. the Directors decide that the costs were properly incurred

A7 Business Interruption: Insured Damage

1. We insure you for:

The following arising from an accident as defined at 3.1:

- 1.1. Loss of Profits

- 1.2. Increased Cost of Working
- 1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees
2. We do not insure you under this clause for:
 - 2.1. your liability for sales tax
 - 2.2. war risks and strikes riots & terrorist risks arising from war including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power
 - 2.3. cessation of work
 - 2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected
 - 2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you
 - 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
 - 2.7. increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of an insured asset
 - 2.8. loss of market

Qualifications

3. Definitions
 - 3.1. Accident as at 1 above means an accident which results in a claim for loss/ damage of your insured asset, which we pay, or which we would have paid except for an applicable deductible and which results in your (wholly/partly) being unable to provide your insured services
 - 3.2. An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
 - 3.3. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 3.3.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 3.3.2. revenue from re-located operations as a result of an accident
 - 3.3.3. taxes saved in consequence of loss of revenue
 - 3.3.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the asset
 - 3.4. Increased Cost of Working as at 1.2 means additional costs during the indemnity period solely to avoid/minimise loss of revenue:
 - 3.4.1. not exceeding the potential loss being avoided/minimised
 - 3.4.2. excluding costs in extinguishing a fire
 - 3.5. Revenue means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
 - 3.6. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
 - 3.7. Indemnity period means:
 - 3.7.1. the period during which revenue is affected, not exceeding 12 months from the termination of the deductible period (subject to 3.7.2)
 - 3.7.2. in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, where no other insured equipment is lost/damaged, the indemnity period will not exceed 30 consecutive days from the termination of the deductible period

4. Costs

4.1. We only insure you under 1.3 if:

4.1.1. the Managers have agreed to the costs or

4.1.2. the Directors decide that the costs were properly incurred

4.2. We do not insure you under any other provision in your policy for risks specified at 1.3

5. Loss Prevention

If you have property or equipment available to you at the start of the insurance or there are other factors existing at the start of the insurance which would or might reduce the risk of a claim under this clause or which would or might reduce the quantum of a claim, you will give us immediate notice of any change to that property or equipment or any change in the other factors. If the Managers do not agree the change in risk, we will not be liable for claims caused or increased by the change

6. On Account Payment

6.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss

6.2. You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured

7. SR&T (Strikes Riots & Terrorist) & Piracy Risks

7.1. The Managers may at any time decide that we will not insure you for SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given

7.2. Insurance for SR&T and piracy risks will automatically terminate on:

7.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)

7.2.2. war (declared or not) between permanent members of the UN Security Council

8. Limits

8.1. Limit: each accident and in the aggregate each account year

8.2. Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

A8 Business Interruption: Berth Blockage

1. We insure you for

The following arising from an accident as defined at 3.1:

1.1. Loss of Profits

1.2. Increased Cost of Working

1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees

2. We do not insure you under this clause for:

2.1. your liability for sales tax

2.2. war risks and strikes riots & terrorist risks arising from war – including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power

2.3. cessation of work

2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected

2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you

- 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
- 2.7. loss of market
- 2.8. risks arising from nationalisation, requisition or compulsory purchase by an authority of the berth or of access to it

Qualifications

3. Definitions

- 3.1. Accident as at 1.1 means an accident causing physical blockage as a result of which:
 - 3.1.1. ships are unable to gain access to your insured berth and
 - 3.1.2. you are unable (wholly/partly) to provide insured services
- 3.2. An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
- 3.3. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 3.3.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 3.3.2. revenue from re-located operations as a result of an accident
 - 3.3.3. taxes saved in consequence of loss of revenue
 - 3.3.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the asset
- 3.4. Increased Cost of Working as at 1.2 means here additional costs during the indemnity period solely to avoid/minimise loss of revenue:
 - 3.4.1. not exceeding the potential loss being avoided/minimised
 - 3.4.2. excluding costs in extinguishing a fire
- 3.5. Revenue means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.6. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
- 3.7. Indemnity period means the period during which revenue is affected, not exceeding 12 months from the termination of the deductible period

4. Costs

- 4.1. We only insure you under 1.3 if:
 - 4.1.1. the Managers have agreed to the costs or
 - 4.1.2. the Directors decide that the costs were properly incurred
- 4.2. We do not insure you under any other provision in your policy for risks specified at 1.3

5. Loss Prevention

- 5.1. You will give us immediate notice of:
 - 5.1.1. any change to a reserve berth or other factor, existing at the start of the insurance, and which would or could have reduced the risk of a claim under this clause
 - 5.1.2. any alteration to a berth or its access which could increase the risk of a claim under this clause
- 5.2. If the Managers do not agree to the change in risk, we will not be liable for claims caused or increased by it
- 5.3. You will take all reasonable endeavours to:
 - 5.3.1. prevent accidents
 - 5.3.2. maintain any insured berth and its access in good working order

5.3.3. comply with regulations

- 5.4. You will allow the Managers to examine an insured berth and its access at any reasonable time
- 5.5. The Managers may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation
6. On Account Payment
 - 6.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss
 - 6.2. You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured
7. SR&T (Strikes Riots & Terrorist) Risks
 - 7.1. The Managers may at any time decide that we will not insure you for SR&T risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 7.2. Insurance for SR&T risks will automatically terminate on:
 - 7.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 7.2.2. war (declared or not) between permanent members of the UN Security Council
8. Limits
 - 8.1. Limit: each accident and in the aggregate each account year
 - 8.2. Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

A9 Tenants & Fire Legal Liabilities

1. We insure you for:
Your liability for physical destruction/damage of buildings which:
 - 1.1. are leased to you and
 - 1.2. you use in your insured services
2. We do not insure you under this clause:
 - 2.1. where you have a contractual obligation to insure the building
 - 2.2. for risks for which you are insured under any other insurance or for which you would have been insured except for an exclusion/qualification. We also do not insure you for any reduction in the amount recoverable from that insurance because of:
 - 2.2.1.a deductible or limit of liability
 - 2.2.2.the existence of our insurance (directly or indirectly)

Qualifications

3. Contractual Liabilities
We only insure you for contractual liabilities to the extent that your liability does not exceed what it would have been without the contract

A10 Road Liabilities

1. We insure you for:
 - 1.1. The liabilities stated at 1.2 below arising out of an accident in and involving a chassis or trailer, or an intermodal shipping container carried on a chassis or trailer, for use on public roads:
 - 1.1.1.which you own, lease, maintain, manage or use or
 - 1.1.2.which is used in a declared activity specified in your certificate
 - 1.2. The following liabilities are insured as stated at 1.1 above,
 - 1.3. including resulting consequential loss:
 - 1.3.1.for physical loss and damage of third party property
 - 1.3.2.for death, injury or illness of any third party
 - 1.3.3.to indemnify a third party for its liability for:
 - a. physical loss and damage of third party property
 - b. death, injury or illness of any third party except as at 1.2.3(c)
 - c. death, injury or illness of your employee unless excluded at 2.1
2. We do not insure you under this Clause for liabilities:
 - 2.1. for death, injury or illness of your employee, or your employee's spouse, child, parent or sibling arising out of or relating to employment by you of the employee - or contractual liability to compensate anyone in respect of this
 - 2.2. arising from ownership, lease or operation by you (or your employee) of a road vehicle which is required to be licensed
 - 2.3. arising from an accident involving a chassis/trailer attached to a road vehicle which is required to be licensed which you (or your employee) own, lease or operate
 - 2.4. in respect of your equipment leased to someone else other than:
 - 2.4.1.to your joint service partner for use in the joint service or
 - 2.4.2.while interchanged to a motor carrier or used in a chassis pool in which you participate
 - 2.5. in respect of your handling equipment used with your consent by someone else

- 2.6. which are contractual liabilities to compensate someone else for physical loss or damage to your owned/leased property
- 2.7. for accidents occurring:
 - 2.7.1. before you accept the cargo for movement on to the insured chassis/trailer
 - 2.7.2. after you move the cargo from the insured chassis/trailer to the place where you finally deliver it
- 2.8. arising from your product or any part of your product
- 2.9. arising from your work, after that work has been completed or abandoned. For the purposes of this paragraph (2.9) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf
- 2.10. arising from:
 - 2.10.1. transportation of pollutants as waste
 - 2.10.2. release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
 - 2.10.3. investigation, clean up or removal of pollution

This paragraph (2.10) will prevail in case of inconsistency with G1:1.2 or G1:3
- 2.11. to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers
- 2.12. for war risks

Qualifications

3. Scope of Insurance

- 3.1. We only insure you to the extent that liabilities are not insured under other insurances available to you and other parties besides the domestic policy
- 3.2. You will use your best endeavours to recover losses, and pursue indemnity against other parties (and their insurers)
- 3.3. This insurance:
 - 3.3.1. does not insure other parties
 - 3.3.2. is in excess of any sums recoverable from other parties (or their insurers)
 - 3.3.3. is not automobile or excess automobile liability insurance
- 3.4. Other parties means parties other than you involved in the accident, and any owner, lessor, lessee, operator or user of the chassis/trailer (or motor vehicle towing it)

4. Domestic Policy

- 4.1. On your request we will provide you with a certificate of insurance evidencing a policy issued by an approved insurer in, insuring your liability as specified at 1 above (a domestic policy)
- 4.2. The domestic policy is subject to:
 - 4.2.1. its terms
 - 4.2.2. a limit each accident equal to the minimum insurance requirements for each person and under the law of the state, province or other jurisdiction for which the policy is issued, not to exceed the limits specified in your certificate
 - 4.2.3. a retained amount of each accident or the limits of the domestic policy, whichever is the less
- 4.3. The limits at 4.2 are not in addition to your limit with us. The total of your limits under the domestic policy, and under your insurance with us will therefore not exceed your limit for claims under this clause
- 4.4. You will be a joint assured together with us under the domestic policy, but will not:
 - 4.4.1. be responsible for payment of premium to the domestic underwriter
 - 4.4.2. exercise any right to cancel the policy

4.4.3. be responsible for the retained amount unless otherwise stated in your certificate

5. Uniform Intermodal Interchange & Facilities Access Agreement

It is a condition precedent that the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), or other similar equipment interchange or lease agreement which the Managers have approved, remain in effect and in good standing at all times during your period of insurance

6. Limit of Liability

In the event that it is held in any court or tribunal that anyone, other than the assured or a named joint assured or co-assured, is entitled to be insured under this insurance, then the limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law and the limit stated in your policy

7. Deductible

Claims under this clause are subject to a nil deductible - unless otherwise specifically indicated in your certificate

A11 Carrying Equipment

1. We insure you for:

1.1. Physical loss and damage of insured carrying equipment arising from:

1.1.1. an accident

1.1.2. war/strikes riots & terrorist risks or piracy

1.2. Your liability for general average and salvage contributions in respect of insured carrying equipment (including war/strikes riots & terrorist risks and piracy)

2. We do not insure you under this clause for:

2.1. physical loss or damage arising from:

2.1.1. defects in design/manufacture

2.1.2. wear and tear

2.1.3. mechanical/electrical breakdown or malfunction

2.1.4. equipment found to be missing on stocktaking, if you are unable to identify the accident which caused the loss

2.2. loss/damage to lights, winding handles, tyres/wheels of a chassis/trailer unless due to loss of the chassis/trailer or to an accident also damaging another part of the chassis/trailer

2.3. risks:

2.3.1. while the equipment is leased to someone else

2.3.2. after you cease to have an interest in the equipment

2.4. loss/damage - except actual total loss - to equipment valued as at 6 below at less than:

2.4.1.: reefer/tank container; reefer/tank trailer; rail wagon

2.4.2.: trailer (except as specified at 2.4.1)

2.4.3.: all other carrying equipment

Qualifications

3. Declaration

3.1. You will show in your declaration the number of items - and aggregate insured value on the adjustment date - of each type of carrying equipment

3.2. You will not reduce the insured value of any item during your account year

4. Container Stowage & Securing System

The Directors may reduce or reject a claim arising from container stowage on a ship which you own or charter to the extent that the claim is incurred or increased by:

- 4.1. your failure to adhere to the relevant provisions of the SOLAS Convention, IMDG Code or any other IMO Code or
- 4.2. a stowage/securing system which is deficient unless:
 - 4.2.1.the system:
 - a. complies with classification society recommendations or
 - b. has been approved by an organisation which the Managers have approved or
 - 4.2.2.you have taken other reasonable measures to ensure the system was appropriate
5. War/SR&T(Strikes Riots & Terrorist) & Piracy Risks
 - 5.1. CTL (Constructive Total Loss)

If you are deprived by seizure* of equipment for a continuous period of 12 months, we will regard this as a constructive total loss for the purposes of your insurance for war/SR&T or piracy risks at the date this period commenced - provided that the equipment:

 - 5.1.1.was insured for war/SR&T or piracy risks on that date and
 - 5.1.2.had not already become a total loss as a result of an insured risk at some time during the period
 - 5.2. We do not insure you for war risks arising from:
 - 5.2.1.hostile detonation of a nuclear weapon
 - 5.2.2.war (declared or not) between permanent members of the UN Security Council
 - 5.2.3.seizure* by an authority of your country
 - 5.2.4.seizure* under any customs or quarantine regulation
 - 5.2.5.ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause

*Seizure at 5.1/5.2 includes capture, arrest, restraint, detainment, confiscation or expropriation
 - 5.3. The Managers may at any time decide that we will not insure you for war, SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given
 - 5.4. Our insurance for war risks in respect of equipment which is not on board an overseas ship or aircraft when the loss/damage occurs is subject to a limit of each accident and in the aggregate each account year. For the avoidance of doubt, this limit does not apply to piracy or SR&T risks (unless arising from war) and cover is in any case subject to 5.3
 - 5.5. Insurance for war, SR&T and piracy risks will automatically terminate on:
 - 5.5.1.hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)
 - 5.5.2.war as at 5.2.2
6. Amounts Recoverable

Amounts recoverable from us will not exceed:

 - 6.1. Owned equipment:
 - 6.1.1.Loss: insured value at time of loss
 - 6.1.2.Damage: reasonable repair costs* - not exceeding insured value
 - 6.2. Leased equipment:
 - 6.2.1.Loss: amount payable under lease - or insured value if no amount specified
 - 6.2.2.Damage: reasonable repair costs* - not exceeding amount payable under lease

*repair costs may include reasonable cost of your own labour and materials (not exceeding the market cost)
7. Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the applicable amount specified at 6 above, we will pay this amount as a CTL, less any salvage value

8. Interest in Ship/Aircraft- G1:5 does not apply to this clause
9. Storm Earthquake Flood SR&T- An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks

A12 Medical Payments

1. We insure you for:
 - 1.1. Reasonable medical expenses as at 1.2 as a result of injury arising from an accident:
 - 1.1.1. on premises which you own or rent - or ways next to premises which you own or rent and
 - 1.1.2. arising from your operations
 - 1.2. The following costs arising as at 1.1:
 - 1.2.1. first aid administered at the time of an accident
 - 1.2.2. necessary medical, surgery, x-ray and dental services, including prosthetic devices and ambulance, hospital, professional nursing and funeral services
2. We do not insure you under this clause for expenses for injury:
 - 2.1. to any assured or joint assured/co-assured
 - 2.2. to anyone hired to do work for (or on behalf of) you or your tenant
 - 2.3. to anyone injured on that part of your owned or rented premises which the person normally occupies
 - 2.4. to anyone if benefits are payable under workers compensation, disability benefits or similar law whether or not the person is your employee
 - 2.5. to anyone injured taking part in recreational activities excluded under N3:2
 - 2.6. due to war (declared or not) or any act incident to war including civil war, insurrection, rebellion and revolution

Qualifications

3. No Fault
We will make payments as specified at 1 above regardless of fault
4. Injuries Off Premises- We insure injuries occurring off premises which you own or rent only if:
 - 4.1. the accident takes place in the coverage territory and during the period of insurance and
 - 4.2. the expenses are incurred and reported to us within one year of the accident and
 - 4.3. the injured person submits to examination (at our expense) by physicians of our choice as often as we require
5. Limit-
Limit: each accident and in the aggregate each account year

A13 Business Interruption (UKP)

1. We insure you for:
The following arising from an accident as defined at 3.1:
 - 1.1. Loss of Profits
 - 1.2. Increased Cost of Working
 - 1.3. Costs of investigating or verifying a claim under this clause from your accounts or other information or evidence, including legal, survey, accountants and other professional fees.
2. We do not insure you under this clause for:
 - 2.1. your liability for sales tax
 - 2.2. war risks and strikes riots & terrorist risks arising from war - including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power

- 2.3. cessation of work
- 2.4. risks arising directly or indirectly from subsidence unless this is sudden, unintended and unexpected
- 2.5. risks arising directly or indirectly from faulty repairs during the indemnity period. If there is a dispute on this point the burden is on you
- 2.6. increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order unless arising directly from insured business interruption and then only to the extent that this affects gross earnings during the indemnity period
- 2.7. increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of an insured asset
- 2.8. risks arising from nationalisation, requisition or compulsory purchase by an authority of an insured berth or of access to it
- 2.9. loss of market

Qualifications

3. Accident- Accident as at 1 above means an accident:
 - 3.1. which results in a claim for loss/damage of your insured asset, which we pay, or which we would have paid except for an applicable deductible and which results in your (wholly/ partly) being unable to provide your insured services or
 - 3.2. causing physical blockage as a result of which:
 - 3.2.1. ships are unable to gain access to your insured berth and
 - 3.2.2. you are unable (wholly/partly) to provide insured services or
 - 3.3. causing damage to:
 - 3.3.1. property near insured property and preventing, hindering or denying access to, insured property (whether or not the insured property is itself lost/damaged).
 - 3.3.2. property which is operated by public supply undertakings as below from which you obtain electricity, gas or water, or receive telecommunication services:
 - a. electricity: generating/sub station
 - b. gas (including connected natural gas suppliers): land based premises
 - c. water: water works or pumping station
 - d. land based telecommunications: premises
4. Accident (Storm Earthquake Flood SR&T)- An extended definition of accident, stated at G2:40, applies to storm, earthquake, flood and strikes riots & terrorist risks
5. Definitions
 - 5.1. Loss of Profit as at 1.1 means loss of revenue during the indemnity period less:
 - 5.1.1. savings from reduction in necessary expenses during the indemnity period as a result of an accident
 - 5.1.2. revenue from re-located operations as a result of an accident
 - 5.1.3. taxes saved in consequence of loss of revenue
 - 5.1.4. reduction of loss which would have been made possible by complete/partial resumption of operation of the insured asset
 - 5.2. Increased Cost of Working as at 1.2 means additional costs during the indemnity period solely to avoid/minimise loss of revenue:
 - 5.2.1. not exceeding the potential loss being avoided/minimised
 - 5.2.2. excluding costs in extinguishing a fire
 - 5.3. Revenue means monies which you receive for providing insured services.

We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred

- 5.4. Deductible period means the period of time following the accident, as stated in your certificate, during which we do not insure you under this clause
- 5.5. Indemnity period means:
 - 5.5.1. the period during which revenue is affected, not exceeding 24 months from the termination of the deductible period - unless otherwise stated in your certificate (subject to 5.5.2 & 5.5.3)
 - 5.5.2. in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, where no other insured asset is lost/damaged, the indemnity period will not exceed 30 consecutive days from the termination of the deductible period
 - 5.5.3. in the case of loss/damage arising from an accident as defined at 3.3 above, the indemnity period will not exceed 3 months from the termination of the deductible period
6. Costs
 - 6.1. We only insure you under 1.3 if:
 - 6.1.1. the Managers have agreed the costs or
 - 6.1.2. the Directors decide that the costs were properly incurred
 - 6.2. We do not insure you under any other provision in your policy for risks specified at 1.3
7. Loss Prevention
 - 7.1. If you have property or equipment available to you at the start of the insurance or there are other factors existing at the start of the insurance which would or might reduce the risk of a claim under this clause or which would or might reduce the quantum of a claim, you will give us immediate notice of any change to that property or equipment or any change in the other factors.
 - 7.2. You will give us immediate notice of:
 - 7.2.1. any change to a reserve berth or other factor, existing at the start of the insurance, and which would or could have reduced the risk of a claim under this clause
 - 7.2.2. any alteration to a berth or its access which could increase the risk of a claim under this clause
 - 7.3. You will take all reasonable endeavours to:
 - 7.3.1. prevent accidents at your insured berth
 - 7.3.2. maintain any insured berth and its access in good working order
 - 7.3.3. comply with regulations in respect of your insured berth
 - 7.4. You will allow the Managers to examine an insured berth and its access at any reasonable time
 - 7.5. If the Managers do not agree the changes in risk at 7.1-7.2, we will not be liable for claims caused or increased by the change
 - 7.6. The Managers may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation of your insured berth
8. On Account Payment
 - 8.1. We may at your request make payments on account during the indemnity period provided you produce sufficient evidence to allow us to estimate your loss
 - 8.2. You will immediately repay to us payments on account if, for any reason, you have been overpaid or your claim turns out to be uninsured
9. SR&T (Strikes Riots & Terrorist) & Piracy Risks
 - 9.1. The Managers may at any time decide that we will not insure you for war, SR&T or piracy risks either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea). The Managers will notify you by Circular as at G2:41 of this decision, which will take effect at 2400 GMT on the seventh day after notice is given

9.2. Insurance for SR&T and piracy risks will automatically terminate on:

9.2.1. hostile detonation of a nuclear weapon (anywhere - whether your equipment is involved or not)

9.2.2. war (declared or not) between permanent members of the UN Security Council

10. Limit

Without prejudice to G2:29-30, your total claim will not exceed any limit which applies, regardless of the number of locations affected by business interruption arising from one accident

GENERAL PROVISIONS

G1 General Exclusions

G1 applies to your entire policy - unless otherwise stated

1. General Exclusions- We do not insure you for risks arising from, or to the extent that the risk is increased by:
 - 1.1. Radioactive/nuclear risks
 - 1.2. Landfill, operation/use of dump site or disposal of waste which you perform or permit other than carriage, handling or storage of cargo prior to its disposal as waste
 - 1.3. Dredging (while being performed) and dumping of spoil
 - 1.4. Your failure to pay your debts
 - 1.5. Your insolvency
 - 1.6. Your involvement in illegal trade - about which you knew or reasonably should have known
 - 1.7. Your intentional/reckless conduct
 - 1.8. Punitive, exemplary or multiple damages - against you or anyone for whose conduct you are liable
 - 1.9. Your waiving your rights of recourse - or where you have previously contracted to waive these rights
 - 1.10. Your management/operation of an airport - or area/building where aircraft land or manoeuvre or are housed, maintained or repaired
 - 1.11. Asbestos
 - 1.12. Chemical, biological, bio-chemical or electromagnetic weapons
 - 1.13. Cyber attack
 - 1.14. Products liability
 - 1.15. Building/construction works on or to land or insured property which you own, lease or occupy, whether or not carried out during your period of insurance
 - 1.16. Environmental risks including erosion/subsidence whether or not to your own land or property
2. Liability Exclusions- We do not insure you for liabilities, whether arising directly or by way of indemnity or guarantee, to the extent that they are:
 - 2.1. incurred under a provision in a contract:
 - 2.1.1. that you incur liability without fault or negligence or
 - 2.1.2. which, at the time the contract was agreed, could not reasonably have been complied with
 - 2.2. incurred under a national law or international convention as a result of a declaration of value or a declaration of special interest in delivery or some other measure which you accept and which increases the compensation otherwise payable under the national law or international convention.
 - 2.3. liquidated damages
3. Pollution- We do not insure you for risks arising from pollution or clean-up costs of any type however caused, including liabilities to others, fines, and whether or not under international convention, unless:
 - 3.1. the risk arises from an accident which occurred within your period of insurance and

- 3.2. the claim is made against you within one year from the accident and
- 3.3. the pollution is sudden, unintended and unexpected and
- 3.4. you are aware of the pollution within one week of the first occurrence - unless arising from cargo not in your possession
4. Sanctions
 - 4.1. We do not insure you and we shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would or might subject us (or our insurers/reinsurers) to the imposition of sanctions under, or would be in violation of, any economic, trade, financial or related sanctions or embargoes:
 - 4.1.1.administered/enforced by the US Department of the Treasury Office of Foreign Assets Control (OFAC) the US Department of State or any other department or agency of the US government or
 - 4.1.2.imposed pursuant to:
 - a. law
 - b. United Nations resolutions or
 - c. laws, rules, regulations, orders, decisions, directives, or common positions of the European Union (EU) or of any EU member state
 - or
 - d. equivalent legislation imposed by any other national or international body.
 - 4.2. Any certificates or other evidences of insurance certifying or evidencing coverage for any transaction, shipment, or claim in violation of, or sanctionable under, any of the sanctions or embargoes specified at 4.1 will automatically be null and void
 - 4.3. Without prejudice to any other provisions in your policy, the Directors may in their discretion give you notice that your insurance will cease immediately if you have exposed or you will expose us to a material risk of being or becoming subject to any sanctions or embargoes (as identified above), or to any adverse action by a competent authority or government in respect of any sanctions or embargoes (as identified above).
5. Interest in Ship/Aircraft
 - 5.1. Where you have an interest in a ship/aircraft, we do not insure you for any risk arising while cargo:
 - 5.1.1.is on, or is being loaded on to or unloaded from the ship/aircraft
 - 5.1.2.is being handled in the port or airport area in furtherance of loading, carriage or discharge
 - 5.2. We do not insure you for breach of warranty for berth/port safety
 - 5.3. You have an interest in a ship/aircraft if you own or operate it, or charter it except as stated at 5.4
 - 5.4. You do not have an interest in a ship/aircraft for the purposes of this paragraph if:
 - 5.4.1.You charter the ship under a slot or space charter and you contract with the ship operator on terms which are no more adverse than Hague-Visby Rules or any compulsorily applicable transport law or convention
 - 5.4.2.You charter the aircraft and:
 - a. you do not manage, navigate or operate the aircraft and
 - b. you contract with the aircraft operator on terms which are no more adverse than the Warsaw/Montreal Convention or any compulsorily applicable transport law or convention
6. Liens- We do not insure you for any risk arising from the application of a lien, unless the risk is incurred in mitigation of an insured claim and the Managers have agreed in advance to its being incurred
7. Coronavirus
 - 7.1. We do not insure you for any risk arising from:
 - 7.1.1.transmission of:

- a. Coronavirus disease (COVID-19)
- b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
- c. any mutation or variation of SARS-CoV-2

7.1.2.fear or threat of 7.1.1

7.1.3.identification, clean up, detoxification, removal, monitoring, or test in respect of 7.1.1-7.1.2

7.1.4.loss of revenue, loss of hire, business interruption, loss of market, delay or financial loss, however described, as a result of any of 7.1.1-7.1.3

7.2. This paragraph is paramount and overrides anything contained in your policy with which it is inconsistent.

G2 General Terms

G2 applies to your entire policy - unless otherwise stated

1. Abandonment- There will be no abandonment to us of any property
2. Assignment
 - 2.1. You will not assign your insurance (or any interest under it) unless and to the extent that the Managers agree
 - 2.2. Any purported assignment which is made without the Managers' agreement (or which does not comply with any terms which the Managers require) will be void
 - 2.3. We may, in settling a claim presented by an assignee, retain an amount which the Managers in their discretion estimate as sufficient to discharge the assignor's liabilities to us which:
 - 2.3.1. are in existence at the time of the assignment or
 - 2.3.2. have arisen later or
 - 2.3.3. the Managers believe will arise later
 - 2.4. We may retain an amount as at 2.3 whether or not retention is stipulated as a term of the Managers' agreement to the assignment
3. Assured and Joint Assureds
 - 3.1. There is only one assured under each policy as designated in the certificate. Anyone else insured under the same policy is a joint assured (or co-assured)
 - 3.2. If anyone becomes a joint assured only by virtue of a contractual term, cover will be limited to the terms specifically contained in the contract, provided that cover will not in any event exceed the extent of the cover contained herein and in your certificate
4. Audit
 - 4.1. The Managers may examine your books and records at any time during your insurance, and for three years afterwards, as far as they relate to your insurance (without prejudice to 31 below)
 - 4.2. If you fail to cooperate with the Managers as at 4.1 we may avoid the insurance
5. Benefit of the Insurance

We do not intend to confer any benefit of this insurance on any third party not specifically identified in the certificate and to this extent the Contracts (Rights of Third Parties) Act 1999 and any amending legislation is excluded
6. Brokers- Your insurance broker:
 - 6.1. is your agent, not ours and
 - 6.2. has no authority to issue or confirm policies on our behalf to anyone
7. Cancellation: Cause
 - 7.1. If we do not receive an amount due or declaration from you in due time the Managers may (in addition to our rights specified at 12 & 27 below) give notice requiring you to pay (or make the declaration) by a specified date within not less than seven days from the date the notice is served
 - 7.2. If we do not receive full payment (or the declaration) by the date specified at 7.1, all your insurances are cancelled immediately and without further formality
 - 7.3. If the insurance has previously ceased under 9 below, these paragraphs 7 and 8 below will supersede 10 below
8. Cancellation: Effect
 - 8.1. In the event of cancellation as at 7 above below, you remain liable for amounts due from you to us - whether levied before or after cancellation

- 8.1.1.If premium is a lump sum or deposit subject to a minimum - you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
- 8.1.2.Otherwise than at 8.1.1 - premium will be calculated pro rata up to cancellation
- 8.2. We cease to be liable for claims unpaid at the date of cancellation whether:
 - 8.2.1.the claim arises before the date of cancellation - or after it
 - 8.2.2.the claim arises during the account year in which the insurance is cancelled - or in any other year
 - 8.2.3.we have admitted responsibility or appointed a lawyer, surveyor or other expert - or not
- 8.3. The Directors may admit claims excluded as at 8.2 on terms in their discretion
- 8.4. If we receive the amount due (or declaration) after cancellation, the Managers in their discretion may reinstate the insurance - but you will not be insured, unless the Directors in their discretion decide otherwise, for claims arising out of accidents occurring between the date of cancellation and the date of reinstatement
- 8.5. To the extent this paragraph and the following paragraph are construed as creating a warranty, section of theInsurance Act.... does not apply. Accordingly, you will not be able to avail yourself of the defence that you have remedied the breach under this paragraph (8)
9. Cesser: Cause
 - 9.1. We immediately cease to insure you on:
 - 9.1.1.your winding up/bankruptcy, unless the Directors in their discretion decide otherwise
 - 9.1.2.termination of your insured services
 - 9.1.3.your ceasing to have an insurable interest in the subject matter of the insurance
 - 9.1.4.your death or insanity - in the case of an individual
 - 9.1.5.failure to agree a change in terms on a review date or expiry of a continuation period as at 34.3 below
 - 9.2. The Directors may give you notice that your insurance will cease:
 - 9.2.1.immediately if you have exposed us to a risk in respect of sanctions or embargoes as at G1:4.3
 - 9.2.2.in any case not less than 30 days from the date on which notice is given
 - 9.3. The Managers may give you notice that your insurance will cease:
 - 9.3.1.on a review date not later than one month in advance as at 34.1 below
 - 9.3.2.within 30 days if you fail to comply with the conditions in respect of surveys as at 42.2 below
10. Cesser: Effect
 - 10.1. This paragraph (10) applies where we cease to insure you as stated at 9 above. For the avoidance of doubt, it does not apply if your cover is cancelled as set out at 7 and 8 above
 - 10.2. You remain liable for amounts due from you to us - whether levied before or after cessation
 - 10.3. We remain liable for claims arising from accidents on or before the date of cessation
 - 10.4. Unless 10.5 applies, we will calculate refund of premium pro rata up to cessation
 - 10.5. In the following cases you will be liable for any lump sum or minimum premium in full:
 - 10.5.1. We cease to insure you under 9.1.1 (winding up/bankruptcy)
 - 10.5.2. We cease to insure you under any other subparagraph at 9 and:
 - a. there is a claim on your policy during the account year in which cesser occurs or
 - b. you know or reasonably should have known on the date of cesser of an accident likely to result in a claim during the account year in which cesser occurs
 - 10.6. We will not reimburse any premium under 9.1.3 if you cease to have an insurable interest in an item of insured equipment or property solely because the item has been lost or damaged, and not repaired or replaced, as the result of an insured accident

11. Claims for Amounts Due- You will claim (in writing) amounts due to you from us (including repayment of premium) within six months from the end of the account year to which the claim relates - otherwise your claim is absolutely barred
12. Claims Held- If we do not receive an amount due or declaration from you in due time we may withhold any payments due from us to you until the amount due or declaration is received
13. Confirmation of Insurance- If you request us to confirm insurance to someone else, our confirmation:
 - 13.1. is only for information
 - 13.2. confers no rights on the person to whom we make it
 - 13.3. does not extend or amend the insurance
14. Continuous Contract

Every insurance is a continuous contract and terms continue unchanged from one year to the next - unless otherwise agreed, and subject to 7-10 above and 34 below

 - 14.1. This is not affected by the issue of subsequent policies
 - 14.2. Policies apply from 0000 GMT on the commencement date specified in the certificate - unless another time is specified in your certificate
15. Currency

If we pay a claim in a currency other than the Member currency, we will convert limits of liability and deductibles from the Member currency at the rate prevailing:

 - 15.1. in respect of claims for physical loss or damage to assets, or business interruption: on the date of the loss
 - 15.2. in respect of claims other than as defined at 15.1: on the date on which you paid the claimant
16. Deductibles
 - 16.1. Deductibles are specified in your certificate
 - 16.2. Except as specified at 16.3/16.4, if there is more than one deductible for claims arising from the same accident only the highest one will apply
 - 16.3. In the case of two or more of the following types of claim arising from the same accident a separate deductible will apply to each type of claim. (The highest deductible will apply, as at 16.2, if there is more than one deductible for any one of the following types of claim)
 - a. insured assets
 - b. business interruption
 - c. any other claim
 - 16.4. Where the risks are under different covers, we will apply a separate deductible to each cover
 - 16.5. Where a deductible applies to a claim, we will reduce the claim by subtracting the deductible, and pay the claim, as reduced, subject to any applicable limit
17. Discretion
 - 17.1. Discretions, powers and duties in respect of your insurance may be exercisable by, or delegated to, us, the Directors or the Managers
 - 17.2. We, the Directors and the Managers:
 - 17.2.1. may exercise, or refrain from exercising, any power or duty under the policy in our/their absolute discretion
 - 17.2.2. will be the sole judge of the issues on which the discretion is based and this judgment will be final and binding
 - 17.2.3. are under no obligation to disclose the reasons for the exercise of a discretion or to follow any particular procedure in exercising it

17.3. No act, omission or delay in enforcing the terms of your insurance will affect our rights and remedies under your policy and no waiver of a breach by you of the terms of your insurance will operate as a waiver of any subsequent breach. We may at all times and without notice insist on strict enforcement of the terms of your insurance

18. Documentation

In policy documentation:

18.1. Singular words include the plural - and vice versa

18.2. Words representing persons, eg anyone, another person, someone else, also include companies and associations

18.3. Capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance

18.4. With the exception stated at 18.5, text is underlined in these wordings, for guidance only, to indicate that a word or phrase is included at Y1

18.5. “You”, “your”, “we”, “us”, and “our”, are defined at Y1. These meanings are consistent throughout our documentation, words are not underlined in the text.

19. Double Insurance

If we and another insurer insure you for the same risk, we will exclude any claim to the extent that it is recoverable from the other insurer, or would be recoverable except for a double insurance exclusion

20. Employees

20.1. Without prejudice to the definition of you at Y1, we insure your employees for risks for which you would have been insured if you had incurred the risk, but only:

20.1.1. in connection with your insured services and

20.1.2. while performing duties within the scope of their employment for the purpose of providing your insured services

20.2. With the exception of your liability to your employee for loss/damage to the employee’s property, we do not insure your employee, or anyone defined as you at Y1, for liabilities to you or to your employee (or to your other employee)

21. English Language

If we issue a version of any part of your policy in a language other than English, this is for guidance only. The English version will take precedence in the event of any dispute or possible inconsistency

22. Eurozone-

Where an amount in your policy is expressed in Euro, this indicates a choice of currency of the Eurozone as a whole, not of any member state within the Eurozone. In the event of any replacement of the Euro, introduction of a new currency, currency re-denomination or fixing of conversion rates by a member state, whether consequent on a withdrawal from the Eurozone or otherwise, we will deem any amounts expressed in Euro to be convertible into GBP at the pre-existing Eurozone rate. Any dispute as to the currency of this contract shall be resolved exclusively by reference to the governing law of this contract as specified at 28 below. Where it is necessary to identify a place of performance of the obligations in your policy, including in order to resolve any dispute as to the currency of the contract or as to jurisdiction, the place of performance is

23. Fraudulent Claims

23.1. If you, or anyone acting on your behalf, makes a claim or seeks to obtain any benefit under your insurance which you know, or should have known, is fraudulent, we:

23.1.1. will not be liable to pay any part of the claim

23.1.2. may recover from you any sums which we have already paid in respect of the claim

23.1.3. may by notice cancel your insurance from the time of the fraudulent act

23.2. If we exercise our right under 23.1.3

23.2.1. we will not be liable for any claim or loss occurring after the time of the fraudulent act

23.2.2. we will not return any premium

23.2.3. you will pay in full any unpaid lump sum, deposit premium or instalment premium

24. Indemnity

24.1. Unless the Directors in their discretion decide otherwise we will indemnify you only after you have:

24.1.1. discharged your liability to third parties or

24.1.2. repaired, replaced or reinstated your loss of insured equipment and/ or property or

24.1.3. discharged your liabilities for losses or

24.1.4. paid costs

24.2. The Managers may, in their discretion, reimburse the reasonable costs of repair in cases where your insured asset is lost or damaged but not repaired or replaced

25. Insurance Act.....

In the event that there is a conflict between the terms of your insurance and any compulsorily applicable provisions of the Insurance Act, the provisions of the Act will prevail to the extent of the inconsistency. This paragraph (25) will not apply if and to the extent that we have opted out of the provisions of the Insurance Act

26. Insured Services

26.1. We only insure you for risks arising from your insured services as listed on your certificate

26.2. We insure you for the following to the extent that they are solely in support of your insured services:

26.2.1. administration and sales/marketing activities

26.2.2. facilities for visitors at your insured location

26.2.3. 26.2 above is subject to any exclusion elsewhere in your policy relating to liabilities to your employee

27. Interest-

We may charge you interest on amounts due not received by the due date. The rate is determined by the Directors in accordance with para 4.2 Part E Section 1 of the Bye-Laws

28. Law & Jurisdiction

28.1. Our insurance, and any other contract between you and us, is subject to law. Every insurance which we provide and the rights and obligations of you (or anyone else) and us arising out of or in connection with the insurance is subject to and will be construed in accordance with law

28.2. All disputes between you and us relating to or arising out of or in connection with the insurance (or application for or offer of insurance) or contract will be referred toarbitration in accordance with the Arbitration Act and any statutory modification or re-enactment. If the parties are unable to agree on a sole arbitrator within 21 days of the first party giving notice of a dispute and calling for the appointment of an arbitrator, then the Chairman of the General Council of the and will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to law

28.3. In respect of disputes as at 28.2:

28.3.1. No other action or legal proceedings will be maintained against us unless and until the dispute has been referred to arbitration and the award has been published and become final

28.3.2. Our sole obligation is to pay any sum as directed by the final arbitration award

28.4. 28.1-28.3 also apply to disputes involving:

a. the Managers and Directors

b. anyone acting on our, or the Managers' or the Directors', behalf

29. Limits Structure

- 29.1. Limits are specified in your certificate
- 29.2. Total reimbursement in respect of a risk arising from a series of accidents arising from a cause or series of causes which are repeated, intermittent or continuous will not exceed the limit specified your certificate as applicable to a single accident
- 29.3. If the insured values of your insured asset in respect of which a claim arises exceed the applicable limit specified in your certificate, the limit specified in your certificate will prevail
- 29.4. Limits are applied collectively to the assured and any joint assureds
- 29.5. A limit of each accident applies
- 29.6. Where we agree in advance costs of recovery from a third party, the costs of this recovery action will be ignored for the purposes of calculating limits.
30. Limits where more than one Risk arises from one Accident
 - 30.1. Where different limits are specified for different risks arising from the same accident, we will apply each limit to the part(s) of the claim for which it is specified. But total reimbursement of the claim, including reimbursement of the different risks in respect of which different limits are specified, will not exceed the highest of the specified limits
 - 30.2. If there are aggregate limits under a clause and under a paragraph within the clause, claims under the paragraph will:
 - 30.2.1. count towards the limit under the clause and
 - 30.2.2. not exceed the lesser of the unexhausted limit against:
 - a. the clause or
 - b. the paragraph
 - 30.3. Where the risks are under different covers, we will apply a separate limit to each cover
31. Loss Prevention
 - 31.1. You will:
 - 31.1.1. allow the Managers to inspect your insured assets
 - 31.1.2. comply with regulations applying to your insured equipment
 - 31.1.3. not habitually or intentionally overload your insured equipment - except for inspection/testing or to comply with regulations
 - 31.1.4. comply with regulations, and industry/national standards, relating to vertical tandem lifts
 - 31.1.5. maintain in good order, and use as appropriate, any protection provided for your insured assets
 - 31.1.6. use your best endeavours to avoid or reduce risks of a claim under your assets clause
 - 31.1.7. use your best endeavours to maintain your insured assets in accordance with manufacturers' recommendations and manuals
 - 31.1.8. comply with regulations relating to dangerous goods
 - 31.1.9. comply with regulations, and industry/national standards, relating to safety, security/ anti-terrorism and people smuggling
 - 31.1.10. allow the Managers to inspect your operations
 - 31.1.11. allow the Managers to have copies of your contracts
 - 31.1.12. comply with the Managers' reasonable requirement to implement loss prevention measures
 - 31.1.13. maintain a tracking system allowing the location of insured equipment to be ascertained at any time
 - 31.2. If you do not comply as at 31.1:
 - 31.2.1. we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do

31.2.2. the Directors may in their discretion reduce or reject a claim which results wholly or partly from the failure to comply

32. Material Information

32.1. Prior to entering a contract of insurance with us or to varying any contract of insurance with us, you will comply with the duty of fair presentation as set out in Sections..... of the Insurance Act In the event that you breach the duty of fair presentation, we will be entitled to the remedies set out in Section and Schedule of the Act

32.2. We will also be entitled to the remedies set out in Section and Schedule of the Act if you fail to inform the Managers of any material change in the information provided to us as at 32.1 which occurs during your period of insurance

33. Mutual Premium

The price for your insurance is a mutual premium - unless the Managers agree that it will be a fixed premium, or a combination of the two

34. Notice

34.1. Not later than one month in advance of the review date the Managers may give the assured, or the assured may give the Managers - notice that on the review date:

34.1.1. a change in terms may be required or

34.1.2. the insurance will cease

34.2. If notice is given as at 34.1.1 and no change is agreed by the review date:

34.2.1. the Managers may agree a continuation period - subject to agreed terms

34.2.2. changes agreed during the continuation period will apply retrospectively from the review date - or as otherwise agreed

34.3. Your insurance will cease automatically:

34.3.1. on the review date if no change or continuation period is agreed

34.3.2. on expiry of a continuation period if no change is agreed

35. Overlapping Risks & Insured Services

35.1. Where we appear to insure a risk under more than one paragraph, we will insure it only under, and in accordance with, the paragraph which relates most directly to it

35.2. An express exclusion or qualification of a risk in one paragraph in your policy (whether or not by Additional Term & Condition) will override an inclusion or reference elsewhere in your policy

35.3. If we specifically exclude a risk in your policy, we do not insure you for it - even if the risk also arises in the course of your insured services

36. Paperless Trading

We insure you, subject to all other terms of your policy, for risks arising from your participation in any system of paperless trading/documentation approved by the Managers

37. Period of Insurance

We only insure you for risks arising from accidents which occur during your period of insurance with us as specified in your certificate

38. Premium Calculation

38.1. Premium may be:

38.1.1. a lump sum

38.1.2. a deposit - which may be subject to a minimum and adjusted by an adjustment rate

38.1.3. determined by applying an adjustment rate

38.1.4. any combination of the above

38.2. If we calculate your premium by applying an adjustment rate you will provide the Managers with a declaration within 28 days after the adjustment date, to allow the premium to be calculated

39. Reduction of Claims

We will reduce claims by:

39.1. amounts which you receive or to which you are entitled by way of salvage

39.2. your interest in any residual value in an insured asset

40. Scope of Accident

The Definition of accident at Y1 is qualified in respect of storm, earthquake, flood and strikes riots & terrorist risks arising under Carrying Equipment, Handling Equipment, Property and Business Interruption covers as set out below

40.1. The extent of an accident is limited to 72 consecutive hours if the cause of the loss/damage insured under the clauses listed above is one of the following (or if an accident includes one or more individual losses or damage arising from one or more of the following):

40.1.1. Storm

40.1.2. earthquake/volcanic eruption

40.1.3. flood (subject also to the conditions at 40.3)

40.1.4. strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)

40.2. You may choose the date and time when the period of 72 hours specified at 40.1 commences and if any event lasts longer than 72 hours you may divide it into two accidents as long as:

40.2.1. no two periods overlap and

40.2.2. no period commences before your first recorded individual loss arising out of that event during your period of insurance and

40.2.3. neither of the periods lasts longer than 72 hours

40.3. In the case of flood, accident means, additionally, loss/damage, wherever occurring, arising between the movement of water into or over the insured property and its receding, regardless of the time involved except that no accident will be deemed to:

40.3.1. start before your first recorded individual loss in that event occurring during your period of insurance or

40.3.2. extend beyond 30 days after you cease to be insured

41. Service of Notices

41.1. We will serve notices required by your insurance in accordance with the Bye-Laws Part F:

41.1.1. by post, fax or e mail to the assured or its broker, at the postal or electronic address or fax number last recorded by the Managers

41.1.2. personally (on a director/officer in the case of a company)

41.2. Notice will be deemed served:

41.2.1. if sent by post - on the third day after posting, subject to 41.3

41.2.2. if sent by fax or e mail - on the date of transmission

41.3. A notice terminating insurance for war, strikes riots & terrorist or piracy risks will be deemed served on the day it is posted, collected by courier or sent by fax or e mail

42. Set Off

42.1. Set off will not be taken into account in assessing amounts due from you to us - including set off arising from winding up or bankruptcy - even if we have allowed set off in the past

42.2. We may set off any amounts due from you to us against amounts due from us to you - without prejudice to any other clause or paragraph in your insurance

43. Surveys

43.1. The Managers may require a survey of your premises, operations, equipment or insured ships at any reasonable time, whether before or after your insurance has commenced.

43.2. We may, with at least 30 days notice, cease to insure you if:

43.2.1. you fail to comply with this requirement or

43.2.2. the results of the survey are, in the discretion of the Managers, unsatisfactory or

43.2.3. you fail to comply with the Managers' recommendations following a survey within a reasonable time

44. Terms

A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them

45. Terrorism

If any term in your policy is inconsistent with compulsory terrorism insurance legislation, the compulsory legislation will prevail to the extent of this inconsistency

G3 Claims

G3 applies to your entire policy - unless otherwise stated

1. Notification

1.1. You will notify the Managers as at 1.2, and as directed in your certificate, of any accident likely to lead to a claim under your insurance and any claim made against you for which you are (or may be) insured

1.2. Notification as at 1.1 will be immediate, and in any case by the earliest of the following:

1.2.1. in time for appropriate investigation, defence or mitigation - for example: by survey

1.2.2. before terms are agreed for your next account year

1.2.3. three months after the accident or claim as at 1.1

2. Obligation of Member

In the event of an accident or claim as specified at 1 above you will:

2.1. use all reasonable endeavours to avoid/minimise the risk

2.2. give prompt notice to a third party who may be responsible

2.3. use all reasonable endeavours to obtain maximum recovery from a third party as at 2.2 and avoid time bars. You will fail to comply with this paragraph (2.3) if you fail to take measures because of the possibility of a counterclaim by the third party against you arising from the same accident, if we are prejudiced by this

2.4. cooperate with the Managers:

2.4.1. in the exercise of the powers specified at 7 below

2.4.2. by promptly providing information/documentation and facilitating surveys

2.4.3. by complying with the Managers' request to establish whether a claim arises from terrorism

2.5. not admit liability or settle a claim without the Managers' prior agreement

3. Presentation of Claims

Claims for reimbursement from us will be presented within one year from:

3.1. Claims for physical loss or damage of an insured asset: Date of loss

3.2. Other claims, eg: liability or repair of an insured asset: Date of payment

4. Proof of Loss

If you make a claim, you will if the Managers require, provide signed and sworn proof of your payment or loss and submit to examination on oath

5. Directors Discretion

The Directors may in their discretion reduce or reject your claim if you fail to comply with 1-4 above - and in that event you will return to us sums already reimbursed

6. Distribution of Third Party Recoveries

- 6.1. Amounts recovered from third parties in respect of a claim will be credited to us to the full extent of the amounts which we have paid out, including costs of making the recovery
- 6.2. Any balance will be credited to you to the extent of amounts which you have incurred (for example: deductibles)
- 6.3. Any excess will be distributed equitably between you and us - taking into account amounts paid/incurred and the relevant dates

7. Powers of the Managers

- 7.1. The Managers may, in respect of any claim or proceedings relating to a risk for which you are or may be insured:
 - 7.1.1. direct the conduct of the claim/proceedings
 - 7.1.2. settle, compromise or dispose of the claim/proceedings in their discretion
 - 7.1.3. at any time appoint - and discontinue the appointment of - lawyers, surveyors and others on your behalf, in connection with the claim/proceedings
- 7.2. The Managers may require from persons appointed as at 7.1.3 relevant advice, documents and information in their control:
 - 7.2.1. at any time - whether or not the appointment has been discontinued
 - 7.2.2. as if the persons were appointed to act and at all times had acted on our behalf
 - 7.2.3. notwithstanding legal or other privilege

8. Death, Injury & Illness

1-7 above apply also to claims for death, injury or illness for which we would or might have insured you, except for a deductible

9. Definitions

The following words will be interpreted as stated below

9.1. For the purpose of construing the primary insurance:

- a. we/us the Reinsured Insurer
- b. you/the assured the Primary Assured
- c. the Managers the Managers for the time being of the Reinsured Insurer
- d. Certificate of Insurance Certificate of Reinsurance

ADDITIONAL INTERESTS

J1 Loss Payee

1. The Schedule identifies

Loss payees in respect of specified equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed

Qualifications

2. Payment

We will pay claims for physical loss or damage of an item specified at 1 above:

- 2.1. to the order of the assured - unless and until we receive valid notice from the loss payee that the assured is in default under the agreement specified at 1 above
- 2.2. to the order of the loss payee on receipt of a notice as at 2.1

3. General Qualifications

3.1. We are not bound to pay as specified at 2.2:

3.1.1. until the expiration of the next two business days after receipt of the notice

3.1.2. if the Managers are not satisfied that the notice specified at 2.2 is valid

3.2. The assured/loss payee will clearly identify the equipment, property or ship involved which is the subject of the loss payee clause.

3.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata

4. Cesser

A loss payee will cease to be a loss payee:

4.1. as specified in the Schedule

4.2. on expiry/termination of an agreement specified in the Schedule

4.3. on cancellation/cessation of the assured's insurance

5. Notice to Loss Payee

5.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - except:

5.1.1. as specified at G2:34.3 or

5.1.2. due to war, strikes riots & terrorist and piracy risks

5.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the loss payee

5.3. We will serve notice to the loss payee:

5.3.1. by post, fax or e mail to the loss payee or its broker, at the address or fax number last recorded by the Managers

5.3.2. personally (on a director/officer in the case of a company)

5.4. We will deem notice served:

5.4.1. if sent by post - on the third day after posting

5.4.2. if sent by fax or e mail - on the date of transmission

J2 Loss Payee Joint Assured

1. The Schedule identifies

Loss payees in respect of equipment, property or ships supplied or financed for use in the assured's insured services and the agreements under which the equipment, property or ships are supplied or financed

2. We insure a Joint Assured:

in respect of its interest specified at 1 above and to the extent that we insure the assured (subject to 4 below) for:

2.1. liabilities arising from condition/use of an item specified at 1 above

2.2. physical loss and damage of an item specified at 1 above

2.3. general average/salvage contributions in relation to an item specified at 1 above

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

3.1.1. will be subject to G2:32 (material information)

3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

- 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Joint Assured's own Interest
We do not insure a joint assured under this clause for liabilities arising solely from the joint assured's own interest in the equipment, property or ships specified at 1 above
5. Payment
We will pay claims for physical loss and damage of an item specified at 1 above:
 - 5.1. to the order of the assured - unless and until we receive valid notice from the joint assured that the assured is in default under the agreement specified at 1 above
 - 5.2. to the order of a joint assured as loss payee specified at 1 above - on receipt of notice as at 5.1
6. Relationship of Insureds*
 - 6.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 6.2. We do not insure any insured* for its liability to any other insured*
 - 6.3. Insureds* are jointly and severally liable for amounts due to us
 - 6.4. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 6.5. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 6.5.1. the breach is causative of the loss or
 - 6.5.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 6.6. We deem a customer of one insured* to be a customer of all insureds*
 - 6.7. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 6.8. We deem service of notice on the assured (or its broker) to be service on all insureds*
*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy
7. General Qualifications
 - 7.1. We are not bound to pay as specified at 5.2:
 - 7.1.1. until the expiration of the next two business days after receipt of the notice
 - 7.1.2. if the Managers are not satisfied that the notice specified at 5.2 is valid
 - 7.2. The assured/joint assured will clearly identify the equipment, property or ship which is the subject of the loss payee clause.
 - 7.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata
8. Cesser
Insurance of a joint assured will cease:
 - 8.1. as specified in the Schedule (in respect of the equipment, property or ship or of the joint assured)
 - 8.2. on expiry/termination of an agreement specified in the Schedule
 - 8.3. on cancellation/cessation of the assured's insurance
9. Notice to Joint Assured
 - 9.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the joint assured -except:
 - 9.1.1. as specified at G2:34.3 or
 - 9.1.2. due to war, strikes riots & terrorist and piracy risks

- 9.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
- 9.3. We will serve notice to the joint assured:
 - 9.3.1.by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
 - 9.3.2.personally (on a director/officer in the case of a company)
- 9.4. We will deem notice served:
 - 9.4.1.if sent by post - on the third day after posting
 - 9.4.2.if sent by fax or e mail - on the date of transmission

J3 Contractor Joint Assured

1. The Schedule identifies
Joint assureds in respect of specified agreements under which they provide services
2. We insure a Joint Assured for:
Liabilities incurred in performing services specified at 1 above arising from the fault or negligence of the assured or of an operational joint assured and to the extent that we insure the assured or operational joint assured in respect of such liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1.will be subject to G2:32 (material information)
 - 3.1.2.is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Joint Assured's Own Negligence
We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
5. Relationship of Insureds*
 - 5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 5.2. Insureds* are jointly and severally liable for amounts due to us
 - 5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 5.4.1.the breach is causative of the loss or
 - 5.4.2.the Directors exercise their discretion under G3:5 as a result of the breach
 - 5.5. We deem a customer of one insured* to be a customer of all insureds*
 - 5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent

*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

6. Cesser

Insurance of a joint assured will cease:

- 6.1. as specified in the Schedule
- 6.2. on cessation of the assured's relevant insured services
- 6.3. on cancellation/cessation of the assured's insurance

J4 Supplier Joint Assured

1. The Schedule identifies

Joint assureds in respect of specified equipment, land or premises, which the joint assured supplies for use in the assured's insured services, and the agreements under which the equipment, land or premises is supplied

2. We insure a Joint Assured for:

Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that we insure the assured or an operational joint assured in respect of such liability

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

3.1.1. is subject to G2:32 (material information)

3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Exclusions

We do not insure a joint assured under this clause for liabilities arising from the joint assured's:

- 4.1. own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
- 4.2. own interest in the equipment, land or premises specified at 1 above

5. Relationship of Insureds*

5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

5.2. Insureds* are jointly and severally liable for amounts due to us

5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*

5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:

5.4.1. the breach is causative of the loss or

5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach

5.5. We deem a customer of one insured* to be a customer of all insureds*

5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*

5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*

5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent

*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

6. Cesser

Insurance of a joint assured will cease:

- 6.1. as specified in the Schedule
- 6.2. on cessation of the assured's relevant insured services
- 6.3. on expiry/termination of an agreement specified in the Schedule
- 6.4. on cancellation/cessation of the assured's insurance

J5 Customer Joint Assured

1. The Schedule identifies

Joint assureds in respect of specified agreements - under which the assured or operational joint assureds perform insured services for the joint assureds

2. We insure a Joint Assured for:

Liabilities arising from the performance by the assured or an operational joint assured of services specified at 1 above arising from fault or negligence of the assured or operational joint assured to the extent that we insure the assured or an operational joint assured

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

- 3.1.1. is subject to G2:32 (material information)
- 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Joint Assured's Own Negligence

We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)

5. Relationship of Insureds*

5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

5.2. Insureds* are jointly and severally liable for amounts due to us

5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*

5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:

- 5.4.1. the breach is causative of the loss or
- 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach

5.5. We deem a customer of one insured* to be a customer of all insureds*

5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*

5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*

5.8. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent

*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

6. Cesser

Insurance of a joint assured will cease:

- 6.1. as specified in the Schedule
- 6.2. on cessation of the assured's relevant insured services
- 6.3. on cancellation/cessation of the assured's insurance
- 6.4. on expiry/termination of an agreement specified in the Schedule

J6 Commercial Lessor Joint Assured

1. The Schedule identifies

Joint assureds in respect of specified equipment or property leased to the assured or an operational joint assured for use in the assured's insured services and the agreements under which the equipment or property is leased

2. We insure a Joint Assured:

in respect of its interest specified at 1 above and to the extent that the assured is insured for:

- 2.1. liabilities arising from condition/use of an item specified at 1 above
- 2.2. physical loss and damage of an item specified at 1 above
- 2.3. general average/salvage contributions in relation to an item specified at 1 above

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

- 3.1.1. is subject to G2:32 (material information)
- 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Exclusions

We do not insure a joint assured under this clause for:

- 4.1. risks, including costs of search, rescue and related transport, arising from winding up/bankruptcy or cesser of operations of the assured
- 4.2. liabilities arising from the joint assured's:
 - 4.2.1. own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
 - 4.2.2. own interest in the equipment or property specified at 1 above

5. Payment

We will pay claims for physical loss and damage of an item specified at 1 above:

- 5.1. to the order of the assured - unless and until we receive notice from a joint assured that the assured is in default under an agreement specified at 1 above
- 5.2. to the order of the joint assured - on receipt of notice as at 5.1.

6. Relationship of Insureds*

- 6.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
- 6.2. Insureds* are jointly and severally liable for amounts due to us

- 6.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
- 6.4. We deem a customer of one insured* to be a customer of all insureds*
- 6.5. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
- 6.6. We deem service of notice on the assured (or its broker) to be service on all insureds*
- 6.7. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 6 only as the assured and all joint assureds under the same policy
7. General Qualifications
 - 7.1. We are not bound to pay as specified at 5.2:
 - 7.1.1. until the expiration of the next two business days after receipt of the notice
 - 7.1.2. if the Managers are not satisfied that the notice specified at 5.2 is valid
 - 7.2. The assured/joint assured will clearly identify the equipment or property which is the subject of the joint assured clause.
 - 7.3. If the claim results from an accident which also gives rise to another claim, any deductible or limit of liability will be apportioned pro rata
8. Cesser

Insurance of a joint assured will cease:

 - 8.1. as specified in the Schedule (in respect of the equipment or property or of the joint assured)
 - 8.2. on expiry/termination of an agreement specified in the Schedule
 - 8.3. on cancellation/cessation of the assured's insurance
9. Notice to Joint Assured
 - 9.1. We will not agree to a request by the assured for cesser or reduction of insurance of an item without giving 15 days notice to the joint assured- except:
 - 9.1.1. as specified at G2:34.3 or
 - 9.1.2. due to war, strikes riots & terrorist and piracy risks
 - 9.2. If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured
 - 9.3. We will serve notice to the joint assured:
 - 9.3.1. by post, fax or e mail to the joint assured or its broker, at the address or fax number last recorded by the Managers
 - 9.3.2. personally (on a director/officer in the case of a company)
 - 9.4. We will deem notice served:
 - 9.4.1. if sent by post - on the third day after posting
 - 9.4.2. if sent by fax or e mail - on the date of transmission

J7 Connected Interests

1. The Schedule identifies Connected Interests
2. We insure the Assured for:
Liability claims enforced against Connected Interests specified at 1 above arising from the assured's insured services to the extent that we insure the assured or an Operational Joint Assured

Qualifications

3. Separate Insurance

Connected interests will insure their own operations. Insurance under this clause (J7) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

4. Negligence

We do not insure connected interests under this clause for liabilities arising from the connected interest's own fault or negligence, or that of its servants, employees, agents or subcontractors

5. Cesser

Insurance under this clause will cease:

- 5.1. as specified in the Schedule
- 5.2. on cancellation/cessation of the assured's insurance
- 5.3. on the connected interest ceasing

J8 Connected Interest Joint Assured

1. The Schedule identifies

Connected Interest joint assureds

2. We insure a Joint Assured for:

Liability claims enforced against the joint assured arising from the assured's insured services to the extent that we insure the assured or an Operational joint assured in respect of such liability

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

- 3.1.1. will comply fully with G2:32 (material information)
- 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Joint Assured's Own Negligence

We do not insure a joint assured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)

5. Relationship of Insureds*

5.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

5.2. We do not insure any insured* for its liability to any other insured*

5.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*

5.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:

- 5.4.1. the breach is causative of the loss or
- 5.4.2. the Directors exercise their discretion under G3:5 as a result of the breach

5.5. We deem a customer of one insured* to be a customer of all insureds*

5.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*

5.7. We deem service of notice on the assured (or its broker) to be service on all insureds*

*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

6. Separate Insurance

Joint assureds will insure their own operations. Insurance under this clause (J8) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

7. Cesser

Insurance of a joint assured will cease:

- 7.1. as specified in the Schedule
- 7.2. on cancellation/cessation of the assured's insurance
- 7.3. on the connected interest ceasing

J9 Equipment Lessee Joint Assured

1. The Schedule identifies

Joint assureds

2. We insure a Joint Assured for:

Risks under your equipment clause(s) and/or under your Third Party Liabilities Clause for which we would have insured the assured if it had itself incurred the risk

Qualifications

3. Terms of Joint Assurance

3.1. A joint assured under this clause:

- 3.1.1. is subject to G2:32 (material information)
- 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4. Relationship of Insureds*

- 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
- 4.2. We do not insure any insured* for its liability to any other insured*
- 4.3. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
- 4.4. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 4.4.1. the breach is causative of the loss or
 - 4.4.2. the Directors exercise their discretion under G3:5 as a result of the breach
- 4.5. We deem a customer of one insured* to be a customer of all insureds*
- 4.6. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
- 4.7. We deem service of notice on the assured (or its broker) to be service on all insureds*

*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy

5. Cesser

Insurance of a joint assured will cease:

- 5.1. as specified in the Schedule
- 5.2. on cancellation/cessation of the assured's insurance
- 5.3. on termination of the lease concerned

J10 Operational Joint Assured

1. The Schedule identifies
Operational Joint assureds
2. We insure a Joint Assured for:
Liabilities arising from the assured's insured services - for which we would insure the assured if it had itself incurred the liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Relationship of Insureds*
 - 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 4.2. We do not insure any insured* for its liability to any other insured*
 - 4.3. Insureds* are jointly and severally liable for amounts due to us
 - 4.4. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 4.5. Breach of the terms of this policy by one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if:
 - 4.5.1. the breach is causative of the loss or
 - 4.5.2. the Directors exercise their discretion under G3:5 as a result of the breach
 - 4.6. We deem a customer of one insured* to be a customer of all insureds*
 - 4.7. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 4.8. We deem service of notice on the assured (or its broker) to be service on all insureds*
*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy
5. Cesser
Insurance of a joint assured will cease:
 - 5.1. as specified in the Schedule
 - 5.2. on cancellation/cessation of the assured's insurance.

J11 Affiliate Joint Assured

1. Affiliate Joint Assureds are identified:
By notification to us by the assured. Notification will specify the carriage in respect of which we insure the joint assured
2. We insure a Joint Assured for:
Claims under T1, T2 & T5 enforced against the joint assured arising from the carriage specified at 1 above to the extent that the assured is insured for a claim directed against it if it had itself incurred the liability

Qualifications

3. Terms of Joint Assurance
 - 3.1. A joint assured under this clause:
 - 3.1.1. is subject to G2:32 (material information)
 - 3.1.2. is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively
 - 3.2. Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance
4. Relationship of Insureds*
 - 4.1. If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time
 - 4.2. Receipt by one insured* of a sum from us relieves us of liability to all insureds*
 - 4.3. We deem a customer of one insured* to be a customer of all insureds*
 - 4.4. We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*
 - 4.5. We deem service of notice on the assured (or its broker) to be service on all insureds*
 - 4.6. In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of third party at Y1 is modified to this extent
*We define insured for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy
5. Cesser
Insurance of an affiliate joint assured will cease on cancellation/cesser of the assured's insurance
6. Approval of Joint Assureds
The Managers will approve all affiliate joint assureds in advance. We may, on giving 30 days notice to the assured, decline to continue to insure anyone as an affiliate joint assured
7. Limits
Claims against the assured arising out of carriages as specified at 1 above undertaken by each affiliate joint assured and against each affiliate joint assured are subject to an aggregate limit stated in the assured's certificate. This aggregate limit is separate from the assured's limits in respect of any risk not arising from carriages as specified at 1 above
8. Delivery of Cargo
We do not insure an affiliate joint assured in respect of any liability resulting from delivery of cargo to someone not entitled to receive it
9. Subcontractors
 - 9.1. Subject to 9.2, we insure the assured for claims arising from, or increased by, the fact that its subcontractor is not insured for its liability to the assured
 - 9.2. We do not insure either the assured or an affiliate joint assured if the affiliate joint assured subcontracts the carriage

J12 Ports Co-Assured

1. We insure the following as Co-Assureds: If you are:
 - 1.1. a partnership/joint venture your members and partners - but only with respect to the conduct of your business
 - 1.2. a limited liability company

- 1.2.1.your members - but only with respect to the conduct of your business
- 1.2.2.your managers - but only with respect to their duties as your managers
- 1.3. any other type of organisation
 - 1.3.1.your executive officers and directors - but only with respect to their duties as your officers or directors
 - 1.3.2.your stockholders - but only with respect to their liabilities as stockholders
- 2. Your Employees
 - 2.1. Your employees, except managers (defined at 1.2.2) and executive officers (defined at 1.3.1), are also co-assureds, subject to 2.3-2.4 and only for acts within the scope of their employment or while performing duties related to your business
 - 2.2. We do not insure employees for liabilities:
 - 2.2.1.to you or your members/partners (defined at 1.1/1.2)
 - 2.2.2.to a co-employee (or to a co-employee's spouse, child, parent or sibling) while the co-employee is in the course of employment or performing duties related to your business where there is an obligation to share damages with or repay someone else who must pay damages because of an injury to a partner, member or co-employee as above
 - 2.2.3.arising from the employee's providing (or failing to provide) professional health care services
 - 2.3. We do not insure employees for damage to property owned, occupied, used or rented by, or in the care custody or control of:
 - 2.3.1.you or any of your employees or a member/partner (defined at 1.1/1.2)
 - 2.3.2.anyone acting as your real estate manager
 - 2.3.3.anyone having proper temporary custody of the property if you die - but only with respect to liability arising from the maintenance and use of the property and until your legal representative has been appointed
 - 2.3.4.your legal representative if you die - but only with respect to duties as such. The representative will have all your rights and duties under this insurance

Qualifications

- 3. Shown in Certificate

We do not insure anyone with respect to the conduct of a current or past partnership, joint venture or limited liability company who is not shown in your certificate as an assured or co-assured/joint assured
- 4. Terms of Cover
 - 4.1. Insurance of a co-assured under this clause is subject to all the terms of the assured's insurance
 - 4.2. Insurance of co-assured will cease on cancellation/cesser of the assured's insurance
 - 4.3. Cover under this clause is without prejudice to G2:20

DEFINITIONS

Y1 The Definitions

In any documentation relating to an offer or policy of insurance the words listed here have the meaning set against them - unless otherwise specifically stated.

With the exception stated below, text is underlined in these wordings, for guidance only, to indicate that a word or phrase is included here

"You", "your", "we", "us" and, "our" are defined here. These meanings are consistent throughout our documentation, and the words are not underlined in the text.

Accident

one fortuitous event or occurrence or a series of events or occurrences arising from one fortuitous event or occurrence.
See extension at G2:40

Account year

the annual period of the insurance of the assured commencing each year on the date shown in your certificate

Act

- in respect of Through Transport
Mutual Insurance Association Limited - the Through Transport Mutual Insurance Association Limited
Consolidation and Amendment Act (Bermuda 1993) (and every amendment thereto in force)
in respect of TT Club Mutual Insurance Limited - the Memorandum of Association

Adjustment date

the date on which the declaration of your gross freight receipts, gross annual income or similar earnings, insured values, movements, handling or any other agreed adjustment factor is to be made

Adjustment rate

one of the following rates, as specified in your certificate:

- a rate on your gross freight receipts or gross annual income or similar earnings during an account year
- a rate per annum on the insured value of equipment
- any other rate agreed by the Managers

Advertising injury

injury arising from one or more of the following offences:

- oral/written publication of material which:
- slanders or libels anyone or disparages anyone's goods, products or services
- violates anyone's right of privacy
- misappropriation of advertising ideas or style of doing business
- infringement of copyright in respect of a title or slogan

Agree/agreed/agreement

means *agree/agreed/agreement in writing*

Agreed value an amount agreed in advance between you and the Managers, and stated in your certificate, which we will reimburse in case of total loss of an insured asset

Aircraft includes aeroplane/helicopter (fixed or rotary wing), airship, balloon, drone and other unmanned aircraft

All risks policy

policy covering fortuities generally though not inevitabilities eg. wear and tear or depreciation and subject to express exclusions

Amount due (from you)

any of the following amounts due from you to us:

- all or part of any mutual/fixed/supplementary/release premium
- any amount due from you in respect of a claim any amount due from you in respect of interest
- any other sum due for any reason whatsoever

Applicant

the assured or the party completing policy application documents

Approved contract

contract included in your Approved Contracts Schedule

Asbestos

asbestos in any form whether or not the asbestos was at any time:

- airborne as a fibre, particle or dust
- contained in or formed as part of a product, structure or other real or personal property
- carried on clothing
- inhaled or ingested
- transmitted by any other means

Association (the):

the Club (Club's), ie: Through Transport Mutual Insurance Association Limited or TT Club Mutual Insurance Limited, whichever one is providing the insurance (or reinsurance) cover in any particular case

Assured

the person(s) so designated in your certificate.

Authority

- any central or local government, or agency of such government
- any body or person empowered to make regulations or issue directions in relation to:
- the administration of any seaport, airport or railway
- the import, export or transport of any cargo
- safety of working conditions
- immigration
- the imposition of any tax or duty
- the control of pollution
- any court or tribunal

Avalanche

includes mudslide

Barratry

intentional sinking of a vessel by the master or crew to the prejudice of, and without the connivance of, the owner

Berth

any quay, jetty, pier, wharf or other structure or object alongside which ships moor

Breach of copyright

includes infringement of plans, patents, trade names, trade marks and registered designs

Breakbulk

cargo (unless in bulk) which is not in carrying equipment, when carried on board a ship

British Isles

Britain, Northern Ireland, Isle of Man and Channel Islands

Broker

an insurance broker, consultant or other intermediary or agent directly or indirectly involved in dealing on your behalf as regards your insurance

Broker (in)

a person, who may be characterised as a load, freight, truck, property, transportation or cargo broker, and who, for compensation, arranges, or offers to arrange, the transportation of cargo by a carrier

Broker (Customs/Customs House)

a person who represents, or acts as the agents of, a principal in clearing goods through customs, including preparation and submission of paper and electronic documentation and communicating with authorities on the principal's behalf

Bulk - unpackaged goods of a homogeneous nature

Bullion - gold, silver or platinum in bars or similar form

By

includes on behalf of **Bye-laws** as the case may be:

- the Bye-Laws for the time being of Through Transport Mutual Insurance Association Limited or
- the Articles of Association for the time being of TT Club Mutual Insurance Limited

Cargo

goods and property in respect of which you contract to provide services including:

- carrying equipment unless supplied by you
- anything used or intended to be used to pack or secure goods, carried from one place to another place.

Cargo broker see *Broker (in)*

Carried includes *intended for carriage and having been carried*

Carrying equipment

any container, chassis, trailer, rolling stock, genset, swap body, igloo and anything else specified as carrying equipment in your Assets or Equipment Schedule

Cash

bank notes and coins (whether or not currently legal tender) - and travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services

Certificate (of Insurance/ Reinsurance)

includes endorsements, schedules in addition to the as incorporated into the certificate

Cessation of work

loss/damage as a result of strikes, labour disturbances or locked out workers - except physical loss or damage directly caused by strikers, locked out workers or similar persons - arising from: • stoppage of work (total or partial) • stoppage, interruption or retarding of any process or operation Charter (chartered) a time, voyage, space or slot charter, but not a bareboat charter (chartered under a time, voyage, space or slot charter)

Chassis

- a trailer or semi-trailer designed to be hauled by a truck or tractor and used for the transportation of containers or intermodal cargo
- a part, including spares and accessories, of a chassis
- plant, tools or materials for the maintenance or repair of a chassis

Claim your claim on us under your insurance

Clean Up Costs

costs of removal of a pollutant after pollution of land, sea, the atmosphere, any watercourse or body of water

Club the Association

Co-Assured the person(s) so designated in your certificate.

Combined single limit

the limit to which a total claim in respect of one accident, parts of which arise from different risks, will be subject

Computer a device which accepts information in digital form and processes it for some result based on a program or sequence of instructions and which can perform substantial computation, including numerous arithmetic operations or logic operations - including the base unit but not a keyboard, monitor or other peripheral

Condition precedent

a condition which must be fulfilled for the Club to be liable under your policy

Consequential Loss

financial loss resulting from physical loss or damage or death injury or illness

Container

- an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage
- plant tools or materials for the maintenance or repair of a container

Contract (contractual)

any contract relating to your insured services, including a port statute, port tariff and port regulations to which you are subject or pursuant to which you provide insured services (relating to such a contract) Contract services (in) services customarily performed by a transporter of cargo, terminal, port, depot or warehouse operator or services incidental to the transport of cargo or operation of a port

Conveyance

any ship, aircraft, road vehicle or rail wagon used or intended to be used for the carriage of cargo Costs includes expenses

Cover

a grouping of clauses, for example Transport and Logistics Operator cover

Crew member

any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board a ship

Customer

any person for whom you provide, directly or through your subcontractors, insured services Customs broker see Broker

Cyber attack

use of any computer, program, virus, or any other electronic system/process as a means of inflicting loss Damage protection plan an agreement between you and a customer whereby, in return for additional payment, the lessee is relieved of its obligation under the leasing contract to pay for repair of damage to equipment during the period of the lease Death, injury or illness includes hospital, medical and funeral expenses Death or injury includes hospital, medical and funeral expenses

Declaration

declaration of information which is to be provided by you to us in order to calculate your premium

Defamation

libel, slander and publication or utterance of disparaging material in violation of privacy rights

Deposit

the part of the premium payable each account year in advance, adjusted at the adjustment rate on the adjustment date, subject to any applicable minimum

Depreciated value

the value of an item depreciated in annual increments down to its estimated residual value at the end of its useful life

Directors

the Board of Directors for the time being of the Association

Earthquake

includes seaquake, tsunami and seismic activity

Electrical includes electronic Electronic components integrated circuits, system boards and SIM cards, computer memory and computer processors, CD-ROM drives, DVD drives, sound cards, video cards and modems

Employee (your)

a person defined as your employee by the law which applies where he or she provides services

Employment benefit

wages, salaries, bonuses, incentives, perquisites, fringe benefits or other payments, entitlements or benefits owed to any employee as a result of an employment contract

Employment contract

any contract of employment between the assured and an employee

Equipment

carrying or handling equipment

Executive officer

any director, board member, commissioner, president, vice-president or managerial employee

Expendable/replaceable parts

including flexible drives, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, trailing wires and cables, flexible pipes and hoses, jointing and packing materials, transistors, fuses and similar electrical components

FDA Agent

Food and Drugs Administration US

Resident Agent

Financial lessor lessor of property/equipment under an agreement or option to purchase Financial loss pecuniary loss, cost or expenses First aid post premises providing medical services staffed by part time and/or volunteer personnel who are not qualified doctors or paramedics Fiscal representative a person acting as representative of the Member for tax or duty

purposes or as otherwise defined in any applicable national or international law or convention

Fixed premium

price (or any part of price) for insurance which has not been agreed to be a mutual premium

Flood

rising water, surface water, waves, tidal waves, tidal water, storm surge, overflow of streams, rivers, lakes, ponds or other bodies of water, spray from any of the foregoing, all whether driven by wind or not

For example (eg) means by way of example without limitation of the generality of the foregoing Freight broker see Broker (in) Freight forwarder a transport operator providing services, which may include documentation and customs clearance, as agent or principal, but subcontracting all physical carriage and handling to one or more operators

General average

sacrifice or expenditure to save property involved in a sea voyage, to which, in principle, all owners of the saved property contribute proportionately Gross freight receipts gross revenue plus payments to agents and subcontractors in respect of services as transport operator, but excluding customs duty, sales tax or similar fiscal charges, paid on behalf of customers

Gross revenue

revenue net of payments to agents and subcontractors in respect of services as transport operator

Handheld electronic products products designed primarily for the storage, management, use or transmission of information by electronic means (for example: organisers, computer games, remote control devices), but not products in which the electronic component only controls another, mechanical or other, function (for example: toothbrushes, power tools)

Handling equipment

- an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment, and operations incidental to such activities
- a part, including spares and accessories, of handling equipment
- plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment
- anything specified as handling equipment in your Assets or Equipment Schedule

Haulage Operator an actual road carrier

Host Liquor

supplying alcoholic beverages in the course of your insured services other than in the business of manufacturing, distributing, selling or serving alcoholic beverages Illegal trade handling, movement, storage of, or transaction in, people, goods, cargo or money in the course of trade which is prohibited by national law or international agreement/convention

Impaired property

tangible property, other than your product or your work, that cannot be used or is less useful because:

- it incorporates your product or your work that is known or thought to be defective, deficient, inadequate or dangerous or
- you have failed to fulfil the terms of a contract and which can be restored to use by:
- the repair, replacement, adjustment or removal of your product or your work or
- your fulfilling the terms of the contract In writing/written visibly expressed in any permanent or retrievable form, including electronic means

Insured trading area

the area described in your certificate in which the Managers have agreed that your insured ships will trade Includes/including means includes/including without limitation of the generality of the foregoing Incur as an employer incur liabilities which would not have arisen but for your employer-employee relationship, including liabilities under any state or private workers compensation insurance, disability benefits or similar law or scheme Indemnity value the cost of replacing an insured asset with an item of the nearest (but no worse) specification, age and condition, and any labour, dismantling, freight and erection costs of the replacement item but only to the extent that the total of such costs does not exceed the insured value Indirect declarant a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law or convention In flight the time commencing with the starting of the engines before take-off run of the aircraft and continuing thereafter until it has completed its landing run and its engines are shut down Insanity being or becoming incapable by reason of mental disorder of managing and administering property and affairs Insured

insured by us in accordance with applicable terms

Insured asset

Insured equipment, property, ship or aircraft

Insured Assets Schedule

that part of your certificate which lists insured assets, which may be carrying/ handling equipment, property, ships a berth at your

insured location, unless otherwise stated in your certificate or aircraft

Insured berth

- Insured (carrying/handling) equipment
- equipment specified in your Insured Assets or Equipment Schedule

Insured contract (in)

- contract for the lease of premises. However, that portion of the contract that indemnifies anyone for damage to fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract
- a sidetrack agreement
- an easement or licence agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad
- an obligation, required by ordinance, to indemnify a municipality, except in connection with work for a municipality
- an elevator repair or maintenance agreement
- that part of any contract pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of someone else to pay for bodily injury or property damage to a third party. Tort liability means a liability that would be imposed by law in the absence of a contract

This definition does not include any part of a contract which:

- indemnifies a railroad for bodily injury or property damage arising from construction or demolition operations, within 50 feet of any railroad property and affecting any: railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing
- indemnifies an architect, engineer or surveyor for injury or damage arising from:
- preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications or
- giving directions/instructions, or failing to give directions/instructions, if that is the primary cause of the injury or damage or
- under which the assured, if an architect, engineer or surveyor, assumes liability for injury/ damage arising out of the insured's rendering, or failing to render, professional services, including those listed above, and supervisory, inspection, architectural or engineering activities

Insured Equipment Schedule

that part of your certificate which lists insured carrying or handling equipment Insured location the location at which you provide any insured services and in respect of which the

Managers have agreed that you are insured, and which is included in your Insured Location Schedule (or Insured Assets or Equipment Schedule)

Insured property

property at the locations specified in your certificate which is

- specified in your certificate or
- third party property in your care, custody and control which you are legally liable to insure against physical loss and damage

Insured services

services set out in your certificate in respect of which the Managers have agreed that you are insured

Insured ship

a ship specified in your Insured Assets or Ships Schedule Insured trading area the area stated in respect of each ship in your Insured Assets or Ships Schedule Insured value an amount which may be the new replacement value, depreciated value, indemnity value, agreed value, market value or cost of reinstatement, as stated in your certificate, which the Managers have agreed to pay in the event of a total loss of an insured item. Where no amount is stated in the certificate, the insured value will be the market value, except in the case of an insured container when it will be the depreciated value Joint assured the person(s) so designated in your certificate Joint service partner an operator or NVOCC with whom you operate a joint service Joint venture partner (see also partner) an operator with whom you pool equipment in order to operate a joint service.

Lack of Due Diligence

failure to exercise reasonable skill, care and competence in the circumstances

Land

includes buildings and other things fixed to land so as to become part of it, mines, subsoil and airspace

Lease/leased/lessor/lessee includes rent, hire and borrow (with or without payment), but excludes:

- re-positioning of carrying equipment in respect of which payment is not made or received
- use of carrying equipment owned by a ship operator to carry cargo on the ship operator's ships

Leased worker

a person leased to you by a labour leasing firm under an agreement between you and the labour leasing firm, to perform duties relating to the conduct of your business. Leased worker does not include temporary worker

Leasing contract a contract approved by the Managers for the purposes of your lessor cover whereby you lease equipment to

a customer on terms, amongst others, that the customer will be responsible for all physical loss and damage of the equipment (other than fair wear and tear) from the time the customer takes delivery of it until either the customer redelivers it to you or you repossess it, and will also be responsible for all third party liabilities arising from its condition or use during that period

Liability (liable) means legal liability (legally liable)

Liquidated damages a fixed sum agreed in advance under a contract as payable in the event of a breach of the contract

Load broker see Broker (in) Logistics operator an operator:

- undertaking supply chain management, defined as planning, implementing and controlling the flow and storage of goods, services and related information from point of origin to point of consumption
- operating under contracts specified in your Approved Contracts Schedule which extend liability provisions, for example: to just in time delivery, assembly (including packing, labelling and bar coding) and financial penalties for failure to conform

Loss

A physical, financial or consequential loss as appropriate in the context

Loss payee includes mortgagees and mortgagors specified in your Loss Payee or Loss Payee Joint Assured Schedule

Lump sum

a premium not subject to adjustment by means of an adjustment rate

Managers

the Managers of the Association (or its branches) and their employees and agents acting within the scope of their authority.

Market value

the sale value of an item on the open market in the condition in which it was immediately before the accident Medical centre premises providing medical services and staffed by qualified doctors or paramedics

Member currency

the currency in which the Member ordinarily carries on business unless a different currency is declared in the certificate.

Microorganism

mould, mildew, fungus, spores or other microorganism of any type, including any substance the presence of which poses actual or potential threat to health

Model conditions

conditions held on our website for Members' use, eg: Series 100 Bill of Lading

Money damages

any monetary compensation for past loss Mutual premium price (or any part of price) for insurance which is subject to supplementary, return, and release premiums in accordance with Part E of the Bye-Laws

NVO(C) C (non vessel owning (common) carrier)

a carrier, who is not a ship operator, providing freight forwarder services as a principal, usually under a bill of lading Navigational aids provision and maintenance of:

- marine navigational aids
- chartered and advertised water depths
- buoyage and lighting for fairways, wrecks and obstruction
- navigational information and warnings

New for old without deduction for depreciation

New replacement value

cost of replacing an item with a new item of the nearest (but no worse) specification available, and any labour, dismantling, freight and erection costs of the replacement item

Non-contractual other than under a contract

Notice notice in writing

Nuclear weapon any weapon of war employing nuclear fission or fusion or other like reaction or radioactive force or matter

Off lease (equipment) equipment which at the time of an accident giving rise to a claim under your lessor cover was not on lease

Officials claim

a written demand for money damages arising from a wrongful act. All officials claims against you arising from the same wrongful act, or from logically or causally connected wrongful acts, will be considered as one officials claim. All such officials claims will be considered first made at the time the earliest such officials claim was made against you

Officials liability

money damages which you become legally obligated to pay by reason of a wrongful act. Officials liability does not include:

- sanctions, fines or penalties liquidated damages as provided under a contract or statute
- return of taxes, assessments, penalties, fines or fees
- salaries and wages of any assured, other official, employee or member or officer of the assured, or any government body in connection with the investigation or defence of claims
- matters uninsurable under the law or against public policy
- employment benefits owed as a result of a written employment contract

that is not the result of a collective bargaining agreement

On lease (equipment)

equipment which at the time of an accident giving rise to a claim under your lessor cover:

- was on lease to your customer pursuant to a leasing contract or
- had been leased to your customer under a leasing contract which had terminated by reason of default or breach of the customer and had not yet been redelivered to or repossessed by you

Operator

a person who owns, leases, charters or otherwise operates means of transport or storage or handling facilities specified in your insured services

Oversea ship

a ship carrying insured equipment from one port or place to another when the voyage includes a sea passage

Oversize cargo

cargo which, because of its size, weight or other characteristics, requires special arrangements for carriage

Overspill claim

that proportion of a political risks claim which is unpaid as a result of the total political risks claims for the political risks account year exceeding the political risks maximum and which is carried forward to the next political risks account year

Own/owned/owner/ownership includes lease purchase and bareboat charter

Paragraph

a numbered paragraph within a clause, for example T1:4 - limits applying to valuable cargo within the Transport & Logistics Operator cover for Cargo Liabilities Partner a person defined by applicable company law as a partner (see also joint service/venture partner) Period of insurance does not include any extended reporting period Personal property all property except land

Physical loss:

damage, destruction, seizure or deprivation of property such that there is no prospect of recovering the property or part of it

Piracy (risks)

risks arising from any criminal acts of violence, detention, rape, or depredation committed for private ends by the crew or the passengers of a private ship or aircraft that is directed on the high seas (both outside and within international waters) against another ship, aircraft, or against persons or property on board a ship or aircraft

Policy (of insurance)

the terms of your insurance with us, as set out in the Act, the Bye-Laws and your certificate of insurance - which incorporates, to the extent stated in the certificate in each particular case, your policy book

Policy book

a collection of clauses which are, wholly or partly, incorporated into your policy by means of your certificate

Pollutant

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, liquid, gas, oil, petroleum substance or derivative acids, alkalis, chemicals and waste.

Waste includes materials to be recycled, reconditioned or reclaimed

Pollution

the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse or body of water which is not naturally present in the environment in the amounts/ concentrations discovered

Port includes harbour

Port authority

includes port operator, harbour board, harbour authority or harbour operator

Precious jewellery jewellery made from precious stones or precious metal

Precious metal

gold (any carat and any colour), palladium, platinum, silver and objects made of or plated with precious metal (as defined here)

Precious stones

diamonds, emeralds, sapphires and rubies - except where made up into precious jewellery

Premium (used on its own) means a mutual premium, a fixed premium or a combination of the two Products liability liability for loss/damage of property or bodily injury arising from any product, including containers packaging or labelling, which:

- is sold, supplied, erected, constructed, repaired, altered, treated, converted, installed, processed, manufactured, tested, serviced, or hired out by or through you and
- has ceased to be in your possession, care, custody or control and
- is defective for the purposes of applicable products liability law Professional services includes preparation/ approval of maps, charts, plans, reports, surveys, designs calculations or specifications and supervisory, inspection, engineering or

data processing services and services of or in the nature of a profession which would normally be insured by a professional Indemnity Insurer (whether actually insured or not) - and advice of a professional nature

Project cargo

- cargo which, because of its size or weight, requires special arrangements for carriage or
- cargo carried under a mining, construction, engineering, infrastructure or similar project contract Property broker see Broker (in). Quiet use freedom from interference in enjoyment of the property by the seller or by anyone claiming through the seller

- radioactive products carried as cargo - other than *excepted matter*

Excepted matter is defined under..... of the as nuclear matter consisting only of one or more of the following :

- isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes
- natural uranium
- any uranium of which isotope 235 forms not more than 0.72 per cent.
- nuclear matter of such other description, if any, in such circumstances as may be prescribed (or, for the purposes of the application of this Act to a relevant foreign operator, as may be excluded from the operation of the relevant international agreement by the relevant foreign law)

Regulations

means *regulations and laws made by any authority*

Reinstatement in the case of:

- total loss of a building: Rebuilding
- total loss of an item of property or equipment other than a building: New Replacement

Review date

the date identified on your policy as the date to which the policy document extends

Risk

liability, loss, damage or costs

Road vehicle

a vehicle with integral means of mechanical or electrical propulsion for use on public roads

Rolling Stock

railway wagon without integral means of mechanical or electrical propulsion

Securities

bonds, negotiable instruments or securities of any kind

Radioactive/nuclear risks

risks caused or increased (directly or indirectly) by:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of:
- an explosive nuclear assembly or nuclear component thereof of
- source material, special nuclear material or by product material as defined by the US Atomic Energy Act 1954 (and amendments) or

Ship operator

the owner, part owner, operator, charterer or manager of a ship

Slot charter

an agreement under which the shipowner agrees to place a certain number of container slots at the charterer's disposal

Space charter

an agreement under which the shipowner agrees to place part of the ship's capacity at the charterer's disposal

Specified lessee

a lessee specified in your Specified Lessee Schedule

Statutory obligation

any obligation, liability or discretion imposed by any legislative enactment, decree, order or regulation having the force of law in any country

Stocktaking

counting and recording items in the course of storage as part of your insured services as a routine control measure

Storm

includes hurricane, typhoon, windstorm, rainstorm or tornado

Strikes riots & civil commotion risks

risks arising from strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

Strikes riots & terrorist risks

risks arising from:

- strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
- terrorists or persons acting from a political motive

Subsidence

includes landslip and heave

Suit

a proceeding in a court of law where money damages may be awarded

Semi-trailer

- a trailer constructed to be attached to, and supported at its forward end by, the fifth wheel device of a tractor - but excluding for the purposes of your policy any semi-trailer which is defined as a chassis
- a part, including spares and accessories, of a semi-trailer
- plant, tools or materials for the maintenance or repair of a semi-trailer

Ship

boat (whether self-propelled or not), hovercraft and any other vessel or structure for use in navigation on, under, over or in water

Temporary worker

a person who is furnished to you to substitute for a permanent employee on leave to meet seasonal or short term workload conditions Terms includes warranties, conditions, exclusions, qualifications and (where applicable) price

Terrorism (terrorist)

(an act of) any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes to:

- overthrow or influence any government (de facto or de jure) or
- put the public in fear for such purposes by force or violence

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- put the public in fear for such purposes by force or violence

Terrorism class as defined in the Pool Reinsurance

Company Limited rules for the purposes of reinsurance of risks arising from terrorism. The classes are (in brief):

- property damage/ buildings
- property damage/ other property (including handling equipment)
- business interruption
- book debts

Third party

anyone other than us, the assured or a joint assured (or co assured)

Third party liability

- liability for physical loss of or damage to third party property and for resulting consequential loss

- liability for death, injury or illness of any third party, and for resulting consequential loss

Third party property

any property of a third party except:

- cargo
- property leased to the assured or a joint assured (for example: equipment, land or buildings)

Trailer

- a vehicle, without integral means of propulsion, designed to be hauled by a truck or tractor for the purpose of transporting goods
- a part, including spares and accessories, of a trailer
- plant, tools or materials for the maintenance or repair of a trailer

Transit storage

storage of cargo during, or immediately before or after, carriage (which is other than solely local distribution), if at the commencement of such storage it was intended that the storage would not exceed 30 days

Transportation broker see Broker (in). Transport operator a person undertaking transport of cargo, either directly or through a subcontractor, which may include transit storage and incidental handling

Truck broker see Broker (in)

Unapproved contract

contract not included in your Approved Contracts Schedule or otherwise approved by the Managers. Unspecified lessee a lessee other than a specified lessee. Valuable papers formal documents expressing property, or debt, relations between parties and classified as follows:

- share capital certificates if it is possible to receive credit from a bank on the document
- bond certificates - issued by both companies and governments
- documents expressing proprietary interests including bills, cheques, warrants, certificates of deposit, bills of lading and other commercial papers
- international valuable papers including euroshares and eurobonds. Valuable works of art includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds each item or set of items

Vertical tandem lift

lift of more than one container linked together vertically

War risks

the following, except to the extent that the definition of terrorism applies:

- war, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power
- capture, seizure, arrest, restraint, detainment (piracy excepted), confiscation or expropriation and the consequences thereof and attempts thereat
- risks arising from mines, torpedoes, bombs, rockets, missiles, shells, explosives or other similar weapons of war, whether active or derelict - unless handled by the Member in the course of its insured services with the Managers agreement

We (us) (our) - The Association.

Wear and tear

wastage, wearing away or wearing out of any material or part arising from ordinary usage or working, or other gradual deterioration, rust, oxidation, corrosion, or erosion, including slowly developing deformation, distortion, cracks or other flaws

Winding up/bankruptcy

- in the case of a corporation:
 - the passing of a resolution for voluntary winding up
 - an order being made for compulsory winding up
 - dissolution
 - appointment of a receiver or manager of all or part of the business or undertaking
 - possession being taken by a secured party of any property
 - commencing proceedings under any insolvency laws to seek protection from creditors or to reorganise its affairs
- in the case of an individual:
 - having a receiving order made against him/her
 - becoming bankrupt
 - making a composition or arrangement with creditors generally

Wrongful act

any act, error or omission by an executive officer of the assured acting in his/her representative capacity as such, or any matter claimed against an executive officer solely by reason of his/her status as executive officer of the assured, constituting a breach of a duty imposed by law or breach of an employment contract

Your country any country in which:

- you are incorporated or
- the management of your business is conducted or
- your principal place of business is situated

You (your) an assured and any joint assured (or coassured) under the assured's insurance - as designated in the certificate(s) and any of the following in respect of a designated assured/joint assured:

- a. director or board member
- b. commissioner
- c. president/vice-president or chief executive (or equivalent)
- d. partner (including salaried partner)
- e. senior employee with direct responsibility to the board or president/vice-president or chief executive (or equivalent) for the insured service in respect of which a claim arises
- f. sole trader

Your product

any goods, other than real property, manufactured, sold, handled, distributed or disposed of by:

- you
- others trading under your name
- anyone whose business or assets you have acquired

- containers (other than vehicles), materials, parts or equipment furnished in connection with your goods or products

Your product includes:

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product
- the providing of, or failure to provide, warnings or instructions

Your work

- any work or operations performed by you or on your behalf
- any materials, parts or equipment furnished in connection with this work or operations

Your work includes:

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work
- the providing of, or failing to provide, warnings or instructions

PART III OF SCHEDULE:

Standard Terms And Conditions

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss, or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

8. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however, in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions

contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other TATA AIG Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

11. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the Insured shall:

- (i) Forthwith file/submit a Claim Form in accordance with Claim Procedure Clause as provided in Part II of the Schedule.
- (ii) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties/premises/goods or any other material items, as per the Right to Inspect Clause as provided in this Part.
- (iii) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under Rights of the Company on Happening of Loss or Damage Clause as provided in this Part.
- (iv) Not abandon the insured property/item/premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the Company.

12. Rights of the Company on happening of loss or damage:

On the happening of loss or damage, or circumstances that have given rise to a claim under this policy, the Company may:

- (i) enter and/or take possession of the insured property, where the loss or damage has happened
- (ii) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- (iii) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and /or,
- (iv) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the policy shall be forfeited at the option of the Company.

13. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the policy.

14. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the policy.

15. Subrogation

In the event of payment under this policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

16. Contribution

If at the time of the happening of any loss or damage covered by this policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

17. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

18. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days' notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days' notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

19. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian currency only.

20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

21. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

22. NOTICE OF CLAIM:

In the event of a claim under this Policy, the Insured shall give written notice to the Insurer by registered post or courier at the following address or call us at the 24x7 Toll free numbers or email us at the email id provided below:

The Claims Department,
Tata AIG General Insurance Company Ltd.
A-501, V Floor, Infinity IT Park, Building No. 4
General AK Vaidya Marg, Dindoshi, Malad East, Mumbai – 400097,
Maharashtra, India
24X7 Toll Free No: 1800 266 7780
Fax: 022 6693 8170
Email: <mailto:customersupport@tataaig.com>

Prohibition of Rebates - Section 41 of The Insurance Act 1938 as amended by Insurance laws (amendment) Act, 2015

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.

Insurance is the subject matter of solicitation. For more details on benefits, exclusions, limitations, terms & conditions, please read the policy wordings carefully, before concluding a sale.

Commencement of risk cover under the policy is subject to receipt of premium by Tata AIG General Insurance Company Limited.

23. CUSTOMER SERVICES

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

24. CUSTOMER GRIEVANCE REDRESSAL PROCEDURE:

The Company is committed to extend the best possible services to its customers. However, if Insured are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-266-7780/022-66939500 (toll free) or Insured may email to the customer service desk at customersupport@tataaig.com.

Escalation Level 1

For lack of a response or if the resolution still does not meet Insured's expectations, Insured can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

Escalation Level 2

For lack of a response or if the resolution still does not meet the insured's expectations, Insured can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, we will send Insured our final response within a period of 7 days from the date of receipt of the Insured's complaint on this email id.

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the nodal officer for Insurer's servicing branch.

After investigating the grievance internally and subsequent closure, we will send Our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform Insured of the same through an interim reply.

Within 30 days of lodging a complaint with us, if Insured do not get a satisfactory response from us and the Insured wish to pursue other avenues for redressal of grievances, the Insured may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201/ 2769202 Fax: 0755 - 2769203	Madhya Pradesh, Chattisgarh

	Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 - 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai- 600 018. Tel.: 044-24333668 /24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court” Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka- Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: Bimalokpal. jaipur@ecoi.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759/2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe- a part of Pondicherry
KOLKATA	Office of the Insurance Ombudsman,	West Bengal, Sikkim, Andaman & Nicobar Islands

	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA-700 072. Tel.: 033-22124339/ 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in	
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522-2231330/2231331 Fax: 0522 – 2231310 Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Mau, Sitapur, Lucknow, Unnao, Lakhimpur, Bahraich, Amethi, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Kaushambi, Balrampur, Chandauli, Ambedkarnagar, Sultanpur, Maharajgang, Deoria, Santkabirnagar, Azamgarh, Kushinagar, Basti, Gorkhpur, Ghazipur, Ballia, Sidharathnagar
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022-26106552/26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Bagpat, Bareilly, Bijnor, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514250/ 2514252/2514253 Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Budaun, Etawah, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Hathras, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Farrukhabad, Firozbad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Kanshiramnagar, Saharanpur, Gautambodhanagar, Ghaziabad,
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Flr, C.T.S. Nos. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune-411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

The updated details of the Insurance Ombudsman offices are also available at the IRDAI website www.irda.gov.in or on the website of Governing Body of Insurance Council www.ecoi.co.in.

Insurance is the subject matter of solicitation. Please read the policy wordings carefully, before concluding a sale.