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เอกสารการประกันภัย

แบบฝึกหัดที่ 5.1

การทดสอบความเข้าใจเกี่ยวกับเอกสาร

MARINE CARGO POLICY

คำสั่งเอกสาร MARINE CARGO POLICY หน้า 140 จงตอบข้อ 1 – ข้อ 12

1. Name of Assured: หมายถึง.....
.....
2. Vessel: หมายถึง.....
.....
3. Voyage: At and from หมายถึง.....
.....
4. Amount Insured Hereunder หมายถึง.....
.....
5. Subject-Matter Insured หมายถึง.....
.....
6. Mark & Numbers หมายถึง.....
.....
7. Valued at the same as amount insured หมายถึง.....
.....
8. Clauses, Endorsements, Special Conditions and Warranties หมายถึง.....
.....
9. Warranted out carried on deck unless shipment in container หมายถึง.....
.....
10. Claim, if any, at/in หมายถึง.....
.....

11. By DOOPHIN MARITIME 7 AVIATION SERVICES LTD. Dolphin House, 16 The Broadway, Stanmore, Middlesex HA7 4DW, England. หมายถึง.....

12. In the event of loss or damage which may involve a claim under this insurance, no claim will be admitted unless immediate notice for survey has been given to and a survey report obtained from or with the approval of หมายถึง.....

MARINE CARGO INSURANCE POLICY

คำสั่งเอกสาร MARINE CARGO INSURANCE POLICY หน้า 141

จงตอบข้อ 1 - ข้อ 11

1. ชื่อบริษัทเอาประกัน หมายถึง.....

2. The Assured หมายถึง.....

3. Voyage from หมายถึง.....

4. To หมายถึง.....

5. Conveyance หมายถึง.....

6. Sailing/Dispatching Date (on or about) หมายถึง.....

7. Interest, Marks and Nos./Subject Matter Insured หมายถึง.....
.....
8. Terms หมายถึง.....
.....
9. Insured Value หมายถึง.....
.....
10. Claim Payable By หมายถึง.....
.....
11. Release Notify Claim to หมายถึง.....
.....

KPI KRUNGTHAI PANICH INSURANCE CO., LTD.

208 Wireless Road, Lumpini, Pathumwan, Bangkok 10330
Tel. 66(0) 2302-0111, 2651-5500 Fax. (66)0 2651-5533

MARINE CARGO POLICY SCHEDULE

ORIGINAL

Policy No. D/CMP/2005.1040.E

NAME OF ASSURED ¹		SPMC CO., LTD.	
VESSEL ²	"KOTA RAJA" V.RJA 580 "DOTA BERANT" V.BRN 456	SAILING ON OR ABOUT :	NOVEMBER 28, 2005
VOYAGE . At and from ³	BANGKOK, THAILAND TO OSAKA, JAPAN		
AMOUNT INSURED HEREUNDER ⁴	USD 4,163.40 (U.S. DOLLARS FOUR THOUSAND ONE HUNDRED SIXTY-THREE AND 40/100)		
(EXCH@BHT 39.65)			
SUBJECT-MATTER INSURED ⁵	MARK & NUMBERS ⁶ KAKANO CONSTRUCTION SDN 1 UNIT BHD MERCEDES-BENZ FACIA LOCO & IPOH MOTORS SDN BHD DEALER NAME MERCEDES-BENZ FACIAL LOGO & FACIA DEALER NAME AS PER COMMERCIAL INVOICE NO. AMW041203 DATE : NOVEMBER 23, 2005		
		Valued at the same as amount insured. ⁷ ช่าง-อากร ⁸	
CLAUSES, ENDORSEMENTS, SPECIAL CONDITIONS AND WARRANTIES ⁹ Warranted not carried on deck unless shipment in container INSTITUTE CARGO CLAUSES (A), INSTITUTE WAR CLAUSES (CARGO), INSTITUTE STRIKES CLAUSES (CARGO) COPUTER MILLENNIUM CLAUSE (CARGO) (JC 98/024 13 AUGUST 1998). CARGO ISM ENDORSEMENT (JC 98/19 1 MAY 1998). INSTITUTE EXTENDED RADIOACTIVE CONTEMINATION EXCLUSION CLAUSE 01/11/02. TERMINATION OF TRANSIT CLAUSE (TERRORISM) (JC 2001/056 20/11/01). INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE 01/11/02			
The attached Clauses and Endorsements form part of this Policy			
Claims, if any, payable at/in : JAPAN ¹⁰ By DOOPHIN MARITIME 7 AVIATION SERVICES LTD. DOLPHIN HOUSE, 16 THE BROADWAY, STANMORE ¹¹ MIDDLESEX HA7 4DW, ENGLAND. TEL : +44 (0)20 8954 8800 FAX : +44 (0)20 8954 8844 E-mail : Claims@dolphin-maritime.com			
In the event of loss or damage which may involve a claim under this insurance, no claim will be admitted unless immediate notice for survey has been given to and a survey report obtained from or with the approval of ¹² HARPER WIRA INSURANCE SURVEYORS AND ADJUSTERS SDN. BHD., INSURANCE DIVISION, 26/28 JALAN CUNGAH, (P.O.BOX 15), 44010 PORT KLANG. TEL : (06) 3 2148 7221/6 & 3127 6261. MOBIL: (06) 11 2623846(40) 13 2676852 FAX : (60) 3 2167 2225 E-mail : pppp@hwrsa.py.m			
In case where there is no Agents, the Lloyd's Agents must be applied for.			
<input type="checkbox"/> ตัวแทน <input checked="" type="checkbox"/> นายหน้า ประกันภัยรายนี้ นริศทิพย์ เตชะจำเริญ ใบอนุญาตเลขที่ 29/2540.....			
Issued in Bangkok this 28 th day of NOVEMBER 2005 0450/01 J			

IMPORTANT
PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH UNDERWRITERS MAY BE LIABLE
LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES
It is the duty of the Assured and their Agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:-
1. To claim immediately on the Carriers, Port Authorities or other Bailees for and mixing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. Where delivery is made by Container to ensure that the Container and its seals are examined immediately by their responsible official.
If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents, to cause the delivery receipt accordingly and to retain all as stated in the shipping documents, to cause the delivery receipt accordingly and to retain all as stated in the shipping documents, to cause the delivery receipt accordingly and to retain all as stated in the shipping documents, to cause the delivery receipt accordingly and to retain all as stated in the shipping documents.
4. To apply immediately for survey by Carrier's or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.
NOTE:- The consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.
DOCUMENTATION OF CLAIMS
To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay, including where applicable:-
1. Original policy or certificate of insurance
2. Original or copy shipping invoices, together with shipping specification and/or weight notes
3. Original Bill of Lading and/or other contract of carriage
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with Carriers and other Parties regarding their liability for the loss or damage

Examined.....

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

It is further declared and agreed that notwithstanding anything to the contrary in the Revenue Code of Thailand, the business tax municipal tax and stamp duty on this Policy are payable by the Assured.

WE, KRUNGTHAI PANICH INSURANCE CO., LTD. (herein referred to as the Underwriters) hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the extent and in the manner herein provided.

IN WITNESS whereof the undersigned have subscribed their names for and on behalf of the Underwriters.

(.....)
KPI
บริษัท กรุงเทพประกันภัย จำกัด
KRUNGTHAI PANICH INSURANCE CO., LTD.
Managing Director Authorized Signatory

MA02
(SEA)



บริษัท สามัคคีประกันภัย จำกัด (มหาชน)

DOC NO. 18325

THE SAMAGGI INSURANCE PUBLIC COMPANY LIMITED.
2/4 อาคารสามัคคีประกันภัย ชั้น 12 โครงการนอร์ทปาร์ค อ.วิภาวดีรังสิต แขวงทุ่งตອງท้องที่
เขตหลักสี่ กรุงเทพมหานคร 10210 โทร. 0-2955-0100-29 โทรสาร 0-2955-0150-1 ทรัพย์สินเลขที่ บมจ. 398
24 SAMAGGI INSURANCE TOWER 12TH FLOOR, NORTH PARK PROJECT, VIBHAVADIRANGSIT ROAD, DON MUANG
BANGKOK 10210 TEL: 0-2955-0100-29 FAX: (66) 0-2955-0150-1 PUBLIC COMPANY REGISTRATION NO. 398

ตัวแทน นายหน้าประกันภัยรายใจ THAI STAR SURETY CO., LTD.
Agent Broker

ใบอนุญาตเลขที่ 245/2547

Licence No.

ชำระอากรแล้ว MARINE CARGO INSURANCE POLICY Policy No. 000-02-22C00-06165
DUTY PAID SCHEDULE

①	C & B PRODUCTS CO.,LTD. AND/OR	ORIGINAL	Y 2005
②	THE ASSURED : P.K. EXPRESS TRANSPORT CO., LTD.		
③	VOYAGE FROM : BOBE, JAPAN		
④	TO : BANGKOK, THAILAND AND THENCE TO FACTORY		
⑤	CONVEYANCE : ACX COSMOS V.161S		
⑥	SAILING/DESPATCHING DATE (ON OR ABOUT) : 4 MAY 2005		
INTEREST, MARKS AND NOS./SUBJECT MATTER INSURED :			
⑦	14 KIDS	HOT ROLLED STEEL COIL SHA497B	
		INVOICE NO.SSC-30050503 DATED 02/02/2005	
TERMS : INSTITUTE CARGO CLAUSES (A) -1/1/82, INSTITUTE STRIKES CLAUSES (CARGO) -1/1/82, INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -1/10-90, INSTITUTE CLASSIFICATION CLAUSE -1/1-2001, COMPUTER MILLENNIUM CLAUSES (CARGO) - JC97/077, CARGO ISM ENDORSEMENT, TERMINATION OF TRANSIT CLAUSE (TERRORISM), INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE -10/11/2003, INSTITUTE CYBER ATTACK EXCLUSION CLAUSE -10/11/2003, EXCLUDING DENTING, SCRATCHING, MARRING, BENDING			
⑧			
⑨	INSURED VALUE : Y 2,530,003 50 (1 Y = 0.376850 BHT.)		
CLAIM PAYABLE BY :		RELEASE NOTIFY CLAIM TO :	
SAMAGGI INSURANCE PUBLIC CO.,LTD. BRANCH HEAD OFFICE 2/4 SAMAGGI INSURANCE TOWER 12TH FL., NORTH PARK PROJECT VIBHAVADIRANGSIT RD., KWAENG THUNGSONGHONG KHET LAKSI BANGKOK 10210 TEL : (02) 9550100-29 FAX : (02) 9550151		SAMAGGI INSURANCE PUBLIC CO.,LTD BRANCH HEAD OFFICE 2/4 SAMAGGI INSURANCE TOWER 12 TH FL., NORTH PARK PROJECT VIBHAVADIRANGSIT RD. KWAENG THUNGSONGHONG KHET LAKSI BANGKOK 10210 TEL : (02) 9550100-29 FAX : (02) 9550153	
CLAIMS, IF ANY, PAYABLE AT IN BANGKOK, THAILAND			
WE, THE SAMAGGI INSURANCE PUBLIC COMPANY LIMITED (hereinafter referred, to as the Underwriters) hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium as arranged, to insure against loss damage liability or expense to the extent and in the manner herein provided.			
IN WITNESS where the undersides have subscribed their names for and on behalf of the Underwriters.			
Director		Authorized Signature	

IMPORTANT

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

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

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

- To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
- In the case of transshipments, except under written protest, to give clean receipts where goods are in double dunnage condition.
- Where delivery is made by Container, to ensure that the Container and its seals are examined immediately by their responsible official.
- If the Container is delivered damaged or with seals broken or missing or with seals broken or missing or with seals other than as stated in the shipping documents, to cause the delivery receipt accordingly and to retain all defective or irregular seals for subsequent identification.
- To apply immediately for survey by Carriers' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
- To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

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

DOCUMENTATION OF CLAIMS

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

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

Examined

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

It is further declared and agreed that notwithstanding anything to the contrary in the Revenue Code of Thailand, the business tax, municipal tax and stamp duty on this Policy are payable by the Assured.

INSTITUTE CARGO CLAUSES

RISK COVERED UNDER INSTITUTE CARGO CLAUSES (C)

4. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

- 1.1 loss of or damage to the subject-matter insured reasonably attributable to
 - 1.1.1 fire or explosion
 - 1.1.2 vessel or craft being stranded grounded sunk or capsized
 - 1.1.3 overturning or derailment of land conveyance
 - 1.1.4 collision or contact of vessel craft or conveyance with any external object other than water
 - 1.1.5 discharge of cargo at a port of distress,
- 1.2 loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison.

Risk Clause

- 4.7 deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons
- 4.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and-or fusion or other like reaction or radioactive force or matter.
- 5. 5.1 In no case shall this insurance cover loss damage or expenses arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
- 5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

RISKS COVERED UNDER INSTITUTE CARGO CLAUSES (B)

1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below,

- 1.1 loss of or damage to the subject-matter insured reasonably attributable to Risks covered nos. 1.1.1 to 1.1.5 (the details of risks covered nos. 1.1.1 to 1.1.5 under this Clause are as per risks covered nos. 1.1.1 to 1.1.5 of Institute Cargo Clauses (C)).
- 1.1.6 earthquake volcanic eruption or lightning.
- 1.2 Loss of or damage to the subject-matter insured caused by
 - 1.2.1 general average sacrifice
 - 1.2.2 jettison or washing overboard
 - 1.2.3 entry of sea, lake or river water into vessel craft hold conveyance container liftvan or place of storage,
- 1.3 Total loss of any package lost over board or dropped whilst loading on to, or unloading from, vessel or craft.

Risk Clause

- 6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power (Applying to Institute Cargo Clauses (A) only)
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat. (Applying to Institute Cargo Clauses (B), (C) only)
 - 6.3 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat derelict mines torpedoes bombs or others derelict weapons of war.
- 7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any terrorist or any person acting from a political motive.

War Exclusion Clause

Strikes Exclusion Clause

RISKS COVERED UNDER INSTITUTE CARGO CLAUSE (A)

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

Risk Clause

RISKS COVERED UNDER INSTITUTE CARGO CLAUSES (A), (B), (C)

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

General Average Clause

"Both to Blame Collision" Clause

EXCLUSIONS UNDER INSTITUTE CARGO CLAUSES (A), (B), (C), (EXCLUSION NO. 4.7 DOES NOT APPLY TO INSTITUTE CARGO CLAUSES (A))

- 4. In no case shall this insurance cover
 - 4.1 loss damage or expense attributable to willful misconduct of the Assured
 - 4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

General Exclusion Clause

DURATION

- 8. 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 8.1.2 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
 - 8.1.2.1 for storage other than in the ordinary course of transit or
 - 8.1.2.2 for allocation or distribution,
 - 8.1.3 or on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty

Transit Clause

<p>granted to shipowners or charterers under the contract of affreightment.</p>			
<p>9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	<p>Termination of Contract of Carriage Clause</p>	<p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised</p> <p>and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> <p>17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>	<p>Waiver Clause</p>
<p>10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</p>	<p>Change of Voyage Clause</p>	<p>AVOIDANCE OF DELAY</p> <p>18. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.</p>	<p>Reasonable Dispatch Clause</p>
<p>CLAIMS</p> <p>11.11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.</p> <p>11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p>	<p>Insurable Interest Clause</p>	<p>LAW AND PRACTICE</p> <p>19. This insurance is subject to English law and practice.</p> <p><i>NOTE :- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.</i></p> <p>INSTITUTE STRIKES CLAUSES (CARGO)</p> <p>RISKS COVERED</p> <p>1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 strikers, locked-out workmen, or person taking part in labour disturbances, riots or civil commotions</p> <p>1.2 any terrorist or any person acting from a political motive.</p>	<p>English Law And Practice Clause</p> <p>Risks Clause</p>
<p>12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default to the Assured or their servants.</p>	<p>Forwarding Charges Clause</p>	<p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.</p>	<p>General Average Clause</p>
<p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p> <p>14.14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under the insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Constructive Total Loss Clause</p>	<p>EXCLUSIONS</p> <p>3. In no case shall this insurance cover</p> <p>Exclusion nos. 3.1 to 3.6 details as per exclusion nos. 4.1 to 4.6 of Institute Cargo Clauses</p> <p>3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion</p> <p>3.8 any claim based upon loss of or frustration of the voyage or adventure</p> <p>3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and-or fusion or other like reaction or radioactive force or matter</p> <p>3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p>	<p>General Exclusions Clause</p>
<p>14.2. Where this Insurance is on Increased Value the following clause shall apply:</p> <p>The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p>Increased Value Clause</p>	<p>4. Details as per Clauses 5 of Institute Cargo Clauses</p> <p>DURATION</p> <p>5. Details as per Clauses 8 of Institute Cargo Clauses</p> <p>6. Details as per Clauses 9 of Institute Cargo Clauses</p> <p>7. Details as per Clauses 10 of Institute Cargo Clauses</p> <p>CLAUSES 8 TO 14 "AS UNDER"</p> <p>INSTITUTE WAR CLAUSES (CARGO)</p> <p>RISKS COVERED</p> <p>1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by</p> <p>1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>1.2 capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat</p> <p>1.3 derelict mines torpedoes bombs or other derelict weapons of war.</p>	<p>Risks Clause</p>
<p>BENEFIT OF INSURANCE</p> <p>15. This insurance shall not inure to the benefit of the carrier or other bailee</p>	<p>Not to Inure Clause</p>	<p>2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and</p>	<p>General Average Clause</p>
<p>MINIMISING LOSSES</p>	<p>Duty of Assured Clause</p>		

practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

EXCLUSIONS

- 3. In no case shall this insurance cover
 - Exclusion nos. 3.1 to 3.6 details as per exclusion nos. 4.1 to 4.6 of Institute Cargo Clauses
 - 3.7 any claim based upon loss of or frustration of the voyage or adventure
 - 3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

General Exclusions Clause

4. Details as per Clauses 5 of Institute Cargo Clauses

DURATION

- 5. 5.1 This insurance
 - 5.1.1 attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and
 - 5.1.2 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur, nevertheless, subject to prompt notice to the Underwriters and to an additional premium such insurance reattaches when, without having discharged the subject-matter insured at the final port or place of discharge the vessel sails therefrom, and
 - 5.1.4 terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that is thereafter discharged from the vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2 If during the insured voyage the oversea vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by oversea vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying oversea vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
 - 5.2.1 where the on-carriage is by oversea vessel this insurance continues subject to the terms of these clauses,
 - or
 - 5.2.2 where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.
- 5.3 If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reloaded to the original or any other destination, then provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium, such insurance reattaches

Transit Clause

- 5.3.1 in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2 in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.1.4
- 5.4 The insurance against the risks of mines and derelict torpedoes, floating or submerged is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5 Subject to prompt notice to Underwriters, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5

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

- 6. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.
 - 7. Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.
- CLAUSES 8 TO 14 "AS UNDER"**

Change of Voyage Clause

THE FOLLOWING CLAUSES ARE APPLIED IN INSTITUTE WAR CLAUSES (CARGO) AND INSTITUTE STRIKES CLAUSES (CARGO) CLAIMS

- 8. Details as per Clauses 11 of Institute Cargo Clauses
- 9. Details as per Clauses 14 of Institute Cargo Clauses
- BENEFIT OF INSURANCE**
- 10. This insurance shall not inure to the benefit of the carrier or other bailee.
- MINIMISING LOSSES**
- 11. Details as per Clauses 11 of Institute Cargo Clauses
- 12. Details as per Clauses 11 of Institute Cargo Clauses
- AVOIDANCE OF DELAY**
- 13. It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control
- LAW AND PRACTICE**
- 14. This insurance is subject to English law and practice.

Not to Inure Clause

Reasonable Dispatch Clause

English Law and Practice Clause

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