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C1 CUSTOMER LIABILITIES

1 We insure you for your liability for:

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

- 1.1 Cargo
- 1.2 Your customer's property including ships and aircraft

2 We do *not* insure you under this Clause for

- 2.1 liabilities arising from cargo found to be missing on stocktaking if you are unable to prove the circumstances of the loss
- 2.2 contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees
- 2.3 your liability under 1.2 for loss/damage to your customer's equipment which you lease for use in your insured services

QUALIFICATIONS

3 Valuable Cargo

- 3.1 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 with reasonable care have known this. In this case we will apply a special limit of USD 1 million each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 3.2 Unless otherwise stated in your certificate, a special limit of USD 1 million each accident and in the aggregate each account year 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)

C2 ERRORS & OMISSIONS

1 We insure you for your liability for:

- 1.1 Financial loss incurred by your customer arising from failure to perform your contractual obligations
- 1.2 Delay in performing your contractual obligations
- 1.3 Financial loss 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:

- 2.1 for liabilities arising from physical loss/damage of cargo or property
- 2.2 at 1.1 above for liabilities which are insured at 1.2 or 1.3 above
- 2.3 for liabilities which are insured under C4:1.1.4

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 Certain contractual liabilities (C1:2.2)
4.3 Valuable cargoes (C1:3)
- 5 Special Limit**
Special limit: USD 100,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

C3 THIRD PARTY LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
1.1.1 physical loss/damage of third party property
1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
1.2.1 physical loss/damage of third party property
1.2.2 death, injury or illness of any third party

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 in USA/Canada involving a trailer, chassis or container
- 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 (if 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/damage of your customer's property and consequential loss arising from this
- 2.9 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

QUALIFICATIONS

3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured

5 Limit of Liability

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

6 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:

- 6.1 we insured the equipment immediately before the transfer *and*
- 6.2 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 as a result of breach of regulations specified at 1.2:**
 - 1.1.1 Fines and other penalties, including confiscation by an authority of your insured equipment or other property
 - 1.1.2 Duty and sales/excise tax and similar fiscal charges
 - 1.1.3 Costs charged by an authority
 - 1.1.4 Liability for financial loss incurred by a third party for its loss resulting from a liability specified at 1.1.1-1.1.3
- 1.2 **The regulations referred to at 1.1 relate to:**
 - 1.2.1 import/export and carriage of cargo, conveyances or equipment
 - 1.2.2 immigration
 - 1.2.3 safety at work, including corporate manslaughter and corporate homicide
 - 1.2.4 security/anti-terrorism
 - 1.2.5 pollution

2 We do *not* insure you under this Clause:

for liability/confiscation arising from:

- 2.1 breach of regulations relating to tariffs, 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 operator - *unless* this arises from:
 - 2.4.1 assistance which the operator provides to you in your insured services or
 - 2.4.2 other insured services which you provide to the operator

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
- 6 Special Limit**
Special limit for claims under 1.2.5: USD 1 million each accident and in the aggregate each account year (unless otherwise stated in your certificate)

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 under this cover 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 under this cover
- 1.3 **Disposal**
Costs, additional to costs which you would have incurred in any event, of disposing of cargo or insured equipment/property 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 in the normal course of business

2 We do *not* insure you under this Clause for:

costs which are insured under C4:1.1.3

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**
Unless otherwise stated in your certificate 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
- 5 Deductibles**
Unless otherwise stated in your certificate claims are subject to deductibles as below:
 - 5.1 1.1: as for the claim being mitigated
 - 5.2 1.2-1.4: nil

P1 CUSTOMER LIABILITIES

1 We insure you for your liability for:

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

- 1.1 Cargo
- 1.2 Your customer's property including ships and aircraft

2 We do *not* insure you under this Clause for:

- 2.1 liabilities arising from cargo found to be missing on stocktaking if you are unable to prove the circumstances of the loss
- 2.2 contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees
- 2.3 your liability under 1.2 for loss/damage to your customer's equipment which you lease for use in your insured services

QUALIFICATIONS

3 Valuable Cargo

- 3.1 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 with reasonable care have known this. In this case we will apply a special limit of USD 1 million each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 3.2 Unless otherwise stated in your certificate, a special limit of USD 1 million each accident and in the aggregate each account year 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)

P2 ERRORS & OMISSIONS

1 We insure you for your liability for:

- 1.1 Financial loss incurred by your customer arising from failure to perform your contractual obligations
- 1.2 Delay in performing your contractual obligations
- 1.3 Financial loss 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:

- 2.1 for liabilities arising from physical loss/damage of cargo or property
- 2.2 at 1.1 above for liabilities which are insured at 1.2 or 1.3
- 2.3 for liabilities which are insured under P4:1.1.4

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 P1

The following paragraphs of P1 also apply to this Clause:

- 4.1 Stocktaking (P1:2.1)
- 4.2 Certain contractual liabilities (P1:2.2)
- 4.3 Valuable cargoes (P1:3)

5 Special Limit

Special limit: USD 100,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

N2 ERRORS & OMISSIONS

1 We insure you for your liability for:

- 1.1 Financial loss incurred by your customer arising from failure to perform your contractual obligations
- 1.2 Delay in performing your contractual obligations
- 1.3 Financial loss 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:

- 2.1 for liabilities arising from physical loss/damage of cargo or property
- 2.2 at 1.1 above for liabilities which are insured at 1.2 or 1.3
- 2.3 for liabilities which are insured under P4:1.1.4
- 2.4 for any officials liability

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 P1

The following paragraphs of P1 also apply to this Clause:

- 4.1 Stocktaking (P1:2.1)
- 4.2 Certain contractual liabilities (P1:2.2)
- 4.3 Valuable cargoes (P1:3)

5 Special Limit

Special limit: USD 100,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

P3 THIRD PARTY LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
 - 1.1.1 physical loss/damage of third party property
 - 1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1 physical loss/damage of third party property
 - 1.2.2 death, injury or illness of any third party
- 1.3 to indemnify:
 - 1.3.1 a shipowner in respect of a claim under the 1969/1992 Civil Liability Conventions (as amended)
 - 1.3.2 the International Oil Pollution Compensation Fund in respect of a claim under the 1992 Fund Convention (as amended)

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 in USA/Canada involving a trailer, chassis or container
- 2.4 in respect of your owned or leased 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 (if 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/damage of your customer's property and consequential loss arising from this
- 2.9 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

QUALIFICATIONS

3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured

5 Limits of Liability

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

5.2 Claims under 1.3 are subject to a special limit of USD 1 million each accident and in the aggregate each account year - unless otherwise stated in your certificate

6 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:

6.1 we insured the equipment immediately before the transfer *and*

6.2 the contract of sale includes no warranty except that the equipment is as described and that the purchaser has quiet use

N3 GENERAL LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
 - 1.1.1 physical loss/damage of third party property
 - 1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1 physical loss/damage of third party property
 - 1.2.2 death, injury or illness of any third party
- 1.3 to indemnify:
 - 1.3.1 a shipowner in respect of a claim under the 1969/1992 Civil Liability Conventions (as amended)
 - 1.3.2 the International Oil Pollution Compensation Fund in respect of a claim under the 1992 Fund Convention (as amended)

2 We do *not* insure you under this Clause for liabilities:

- 2.1 for injury to your employee (or to the spouse, child, parent or sibling of your employee) arising from and in the course of employment by you or of duties related to your business.
 - 2.1.1 This exclusion (2.1) applies to:
 - a. your liability as an employer or in any other capacity
 - b. your obligation to share damages with or repay damages to someone else
 - 2.1.2 This exclusion (2.1) does not apply to liabilities which you assume under an insured contract
- 2.2 arising from your obligation under a workers compensation, disability benefits, unemployment compensation or similar law
- 2.3 arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
- 2.4 arising from an accident on a public road in USA/Canada involving a trailer, chassis or container
- 2.5 in respect of your owned or leased carrying equipment which we do not insure for loss/damage
- 2.6 as owner/lessee of land which is not an insured location - an insured location may be added subject to terms to be agreed, and to your giving us full details within 28 days of your first acquiring it
- 2.7 arising from erection or dismantling of handling equipment - unless for inspection, maintenance or repair (or relocation if not excluded under 2.8)
- 2.8 arising from movement of handling equipment - other than within the same terminal, port or depot
- 2.9 for physical loss/damage of your customer's property and consequential loss arising from this
- 2.10 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees
- 2.11 in respect of cargo
- 2.12 in respect of property which you own, rent or occupy

- 2.13 in respect of premises which you sell, give away or abandon - if the property damage arises out of any part of these premises. This exclusion (2.13) will not apply if the premises are your work and you never occupied or rented them (or held them for rental)
- 2.14 in respect of property leased to you (for example: equipment, land or buildings)
- 2.15 which are contractual liabilities to compensate someone else for physical loss/damage to your owned or leased property
- 2.16* in respect of property loaned to you
- 2.17* in respect of personal property in your care, custody or control
- 2.18* in respect of that particular part of real property on which you (or contractors/subcontractors working on your behalf) are performing operations - if the property damage arises out of those operations
- 2.19* in respect of that particular part of any property that must be restored or replaced because your work has been incorrectly performed on it
*these exclusions (2.16-2.19) do not apply to liability assumed under a sidetrack agreement

QUALIFICATIONS

3 Contracts

With the exception of claims under 1.2, we only insure you for liabilities assumed in a contract if:

- 3.1 you would have the liability in the absence of the contract or
- 3.2 the liability is assumed in an insured contract, and then only if the accident occurs subsequent to the execution of the contract. In this case legal costs incurred by a third party are covered if:
 - 3.2.1 liability to the third party (or for its costs) is assumed in the same insured contract and
 - 3.2.2 the costs are for the third party's defence against a civil or alternative dispute resolution for damages covered by your insurance

4 Employees

We insure:

- 4.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 4.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

5 Limits of Liability

- 5.1 In the event that it is held in any court or tribunal that, under the applicable law, anyone, other than the assured or a named joint assured or co-assured is entitled to be insured under this insurance, then the general limit of liability for this insurance for such a person will not exceed the lesser of the minimum insurance requirements under the applicable law for injury to or death of a person or damage to property and the limit applicable under the policy
- 5.2 Claims under 1.3 are subject to a special limit of USD 1 million each accident and in the aggregate each account year - unless otherwise stated in your certificate

6 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:

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

7 Cross Liability

We insure the assured for liabilities to a co-assured/joint assured and conversely a co-assured/joint assured is insured for liabilities to the assured or another co-assured/joint assured, as if separate policies had been issued to the assured, and each co-assured and joint assured. In no event will this paragraph (7):

- 7.1 increase any special or general limit
- 7.2 provide cover for loss/damage of or defect in property insured under this clause as your work or your product
- 7.3 provide cover which is otherwise expressly excluded in your policy

8 Products & Completed Operations

We do not insure you for liabilities arising from the failure of your products or your work and arising:

- 8.1 from a mistake/deficiency in design or specification of the product or work, or in advertising materials or instructions which you prepare or develop or
- 8.2 other than from your direct negligence or
- 8.3 from your services as a building contractor, engineer or architect (or supervisor of these) or your services with regard to building construction or
- 8.4 from your manufacturing of products

9 Impaired Property & Property not physically Damaged

- 9.1 We do not insure you for damage to impaired property or property that has not been physically damaged arising from:
 - 9.1.1 a defect, deficiency or dangerous condition in your product or your work
 - 9.1.2 delay or failure by you (or anyone acting on your behalf) to perform a contract
- 9.2 This exclusion does not apply to loss of use of other property arising from sudden and accidental physical damage to your product or your work after it has been put to its intended use

10 Recall of Products, Work & Impaired Property

We do not insure you for liabilities arising from loss of use, withdrawal, recall, inspection, repair, replacement, adjustment or disposal of the following which is withdrawn from the market because of a known/suspected defect or dangerous condition:

- a. your product
- b. your work
- c. impaired property

P4 FINES & DUTY

1 We insure you for:

- 1.1 **The following, imposed on you as a result of breach of regulations specified at 1.2:**
 - 1.1.1 Fines and other penalties, including confiscation by an authority, of your insured equipment or other property
 - 1.1.2 Duty and sales/excise tax and similar fiscal charges
 - 1.1.3 Costs charged by an authority
 - 1.1.4 Liability for financial loss incurred by a third party for its loss resulting from a liability specified at 1.1.1-1.1.3
- 1.2 **The regulations referred to at 1.1 relate to:**
 - 1.2.1 import/export and carriage of cargo, conveyances or equipment
 - 1.2.2 immigration
 - 1.2.3 safety at work, including corporate manslaughter and corporate homicide
 - 1.2.4 security/anti-terrorism
 - 1.2.5 pollution
 - 1.2.6 the following - to the extent that you are insured for services to which the regulations apply:
 - a. navigational aids
 - b. marine traffic control
 - c. pilotage

2 We do *not* insure you under this Clause:

for liability/confiscation arising from:

- 2.1 breach of regulations relating to tariffs, 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 operator - *unless* this arises from:
 - 2.4.1 assistance which the operator provides to you in your insured services or

2.4.2 other insured services which you provide to the operator

QUALIFICATIONS

3 Intentional or Reckless Conduct

The Directors may in their discretion reduce or reject a claim if you or your employee have 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

6 Special Limit

Special limit for claims under 1.2.5: USD 1 million each accident and in the aggregate each account year (unless otherwise stated in your certificate)

P5 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 under this cover 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 under this cover

1.3 Disposal

Costs, additional to costs which you would have incurred in any event, of disposing of cargo, insured equipment/property 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 in the normal course of business

1.5 Wreck Removal

We insure you for the costs of removing the wreck of a ship which became a wreck as a result of an accident while you were insured and which are necessary:

1.5.1 under a law or regulation or under an order by an authority or

1.5.2 because the wreck is a danger to navigation or

1.5.3 in order to avoid or reduce the risk of a claim under your policy or

1.5.4 in mitigation of an insured claim or

1.5.5 in order to allow you fully to provide your insured services

1.6 Pollution

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:

2.1 for costs which are insured under P4:1.1.3

2.2 under 1.5:

2.2.1 for costs which are insured under any other provision in your policy

2.2.2 for costs which arise from gradual deterioration, or gradual change in condition or position, of a wreck

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

Unless otherwise stated in your certificate 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: USD 500,000*
- 4.4 1.6: USD 1 million*

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

5 Deductibles

Unless otherwise stated in your certificate claims are subject to deductibles as below:

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

S1/A11 CARRYING EQUIPMENT

1 We insure you for:

- 1.1 Physical loss/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 loss/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 prove the circumstances of the loss
 - 2.1.5 order of any authority
 - 2.1.6 nationalisation, embargo, requisition or compulsory purchase by an authority
- 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 the equipment has been requisitioned
 - 2.3.3 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 USD 5000: reefer/tank container or trailer; rail wagon
 - 2.4.2 USD 3000: trailer (except as specified at 2.4.1)
 - 2.4.3 USD 1000: 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, it will be regarded 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), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given

5.4 Subject to 5.3, if the equipment is not on board an oversea ship or aircraft when the loss/damage occurs we insure you for war and piracy risks only up to a limit of USD 50,000 - each accident and in the aggregate each account year

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:* Loss: insured value at time of loss
- 6.2 Damage: reasonable repair costs* - not exceeding insured value at the time of the damage - or market value if no insured value
- 6.3 *Leased equipment:* Loss: amount payable under lease - or market value if no amount specified
- 6.4 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

S2 CARGO LIABILITIES

1 We insure you for your liability for:

Physical loss/damage of cargo, and resulting consequential loss, arising before or after you have carried (or arranged to carry) the cargo and from an item of insured carrying equipment supplied to your customer which:

- 1.1 is defective *or*
- 1.2 fails to meet the requirements of your contract with your customer

2 We do *not* insure you under this Clause:

- 2.1 if your liability arises under your contract of carriage
- 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 prove the circumstances of the loss
- 2.4 for contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

3 QUALIFICATIONS

3 Special Limits*

- 3.1 USD 100,000 each accident and in the aggregate each account year: claims under 1.2
- 3.2 USD 100,000 each accident: 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)

**limits apply unless otherwise stated in your certificate*

S3 THIRD PARTY LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
 - 1.1.1 physical loss/damage of third party property
 - 1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1 physical loss/damage of third party property
 - 1.2.2 death, injury or illness of any third party

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 in USA/Canada involving a trailer, chassis or container
- 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 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 (if not excluded under 2.7)
- 2.7 arising from movement of handling equipment - other than within the same terminal, port or depot
- 2.8 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

QUALIFICATIONS

3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured

5 Limit of Liability

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

S4 FINES & DUTY

1 We insure you for:

- 1.1 **The following, imposed on you as a result of breach of regulations specified at 1.2:**
 - 1.1.1 Fines and other penalties, including confiscation by an authority, of your insured equipment or other property
 - 1.1.2 Duty and sales/excise tax and similar fiscal charges
 - 1.1.3 Costs charged by an authority
- 1.2 **The regulations referred to at 1.1 relate to:**
 - 1.2.1 import/export and carriage of cargo, conveyances or equipment
 - 1.2.2 immigration
 - 1.2.3 safety at work, including corporate manslaughter and corporate homicide
 - 1.2.4 security/anti-terrorism
 - 1.2.5 pollution - but *only* if arising from physical loss/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 tariffs, 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 operator - *unless* this arises from:
 - 2.4.1 assistance which the operator provides to you in your insured services or
 - 2.4.2 other insured services which you provide to the operator

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

6 Special Limit

Special limit: USD 100,000 each accident and in the aggregate each account year (unless otherwise stated in your certificate)

S5 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 under this cover 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 under this cover

1.3 Disposal

1.3.1 Costs (other than as at 1.3.2) additional to costs which you would have incurred in any event, of disposing of insured equipment or cargo after an accident to it

1.3.2 Costs of removing insured carrying equipment on the order of an authority following an accident arising in connection with the management, navigation or operation of a ship which you own, charter or operate

1.4 Quarantine & Disinfection (including fumigation)

Costs other than in the normal course of business

2 We do *not* insure you under this Clause for:

- 2.1 costs which are insured under S4:1.1.3
- 2.2 costs under 1.3.2:
 - 2.2.1 of removing cargo within/on the equipment
 - 2.2.2 which are incurred or increased by cargo within/on the equipment

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

Unless otherwise stated in your certificate 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

5 Deductibles

Unless otherwise stated in your certificate claims are subject to deductibles as below:

- 5.1 1.1: as for the claim being mitigated
- 5.2 1.2-1.4: nil

6 Interest in Ship/Aircraft

G1:5 will not apply:

- 6.1 to costs specified at 1.1 and 1.2 if the claim (or possible claim) is under Clause S1
- 6.2 to the extent inconsistent with 1.3.2

T1 CARGO LIABILITIES

1 We insure you for:

Your liability for physical loss/damage of cargo and consequential loss arising from this

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 prove the circumstances of the loss
- 2.4 for contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

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 Special Limit: Valuable Cargoes**
 Unless otherwise stated in your certificate, a special limit of USD 100,000 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 incurred by your customer arising from failure to perform your contractual obligations
- 1.2 Delay in performing your contractual obligations
- 1.3 Financial loss 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
- 1.4 Physical loss/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:

- 2.1 for liabilities arising from physical loss/damage of cargo or property (except as stated at 1.4)
- 2.2 at 1.1 above for liabilities which are insured at 1.2, 1.3 or 1.4
- 2.3 for liabilities which are insured under T4:1.1.4

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 Certain contractual liabilities (T1:2.4)
- 4.6 Law, conventions and approved contracts (T1:3)
- 4.7 Valuable cargo (special limit) (T1:4)

- 5 Special Limit**
Special limit: USD 100,000
each accident and in the aggregate each account year - unless otherwise stated in your certificate

T3 THIRD PARTY LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
1.1.1 physical loss/damage of third party property
1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
1.2.1 physical loss/damage of third party property
1.2.2 death, injury or illness of any third party

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 in USA/Canada involving a trailer, chassis or container
- 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 (if not excluded under 2.7)
- 2.7 arising from movement of handling equipment - other than within the same terminal, port or depot
- 2.8 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

QUALIFICATIONS

3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured

5 Limit of Liability

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

6 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:

- 6.1 we insured the equipment immediately before the transfer *and*
- 6.2 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 as a result of breach of regulations specified at 1.2:

- 1.1.1 Fines and other penalties, including confiscation by an authority, of your insured equipment or other property
- 1.1.2 Duty and sales/excise tax and similar fiscal charges
- 1.1.3 Costs charged by an authority
- 1.1.4 Liability for financial loss incurred by a third party for its loss resulting from a liability specified at 1.1.1-1.1.3

1.2 The regulations referred to at 1.1 relate to:

- 1.2.1 import/export and carriage of cargo, conveyances or equipment
- 1.2.2 immigration
- 1.2.3 safety at work, including corporate manslaughter and corporate homicide
- 1.2.4 security/anti-terrorism
- 1.2.5 pollution - but *only* if arising from physical loss/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 tariffs, 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 operator – *unless* this arises from:
 - 2.3.1 assistance which the operator provides to you in your insured services or
 - 2.3.2 other insured services which you provide to the operator

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

6 References to T1

The following paragraphs of T1 also apply:

- 6.1 Valuable cargo (exclusions) (T1:2.2)
- 6.2 Valuable cargo (special limit) (T1:4)

- 7 **Special Limit**
Special limit: USD 100,000 each accident and in the aggregate each account year (unless otherwise stated in your certificate)

T5 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 under this cover 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 under this cover
- 1.3 **Disposal**
Costs, additional to costs which you would have incurred in any event, of disposing of cargo or insured equipment/property after an accident to it
- 1.4 **Quarantine & Disinfection (including fumigation)**
Costs other than in the normal course of business
- 1.5 **Misdirection**
Additional costs incurred in sending misdirected cargo to the correct destination - calculated as at 6 below
- 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
- 1.8 **Completion of carriage**
Costs, additional to costs which you would have incurred in any event, incurred 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)

2 We do *not* insure you under this Clause for:

costs which are insured under T4:1.1.3

QUALIFICATIONS

- 3 **Approval/Agreement**
Except for costs specified at 1.6, 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**
Unless otherwise stated in your certificate 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 1.3-1.6: as stated in your certificate
4.3 1.7-1.8: USD 25,000 each accident and in the aggregate each account year
- 5 **Deductibles**
Unless otherwise stated in your certificate claims are subject to deductibles as below:
5.1 1.1: as for the claim being mitigated
5.2 1.2-1.8: nil

6 Calculation of Misdirection Costs

- 6.1 We calculate misdirection costs 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 USD 500, there is no claim under this clause

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

Z1 LESSOR EQUIPMENT

1 We insure you for:

- 1.1 Physical loss/damage of insured carrying equipment arising from an accident or from war/strikes riots & terrorist or piracy risks *while*:
 - 1.1.1 off lease
 - 1.1.2 on lease to specified lessees
- 1.2 Your liability for general average and salvage contributions in respect of insured equipment

2 We do *not* insure you under this Clause for:

- 2.1 loss/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 prove the circumstances of the loss
 - 2.1.5 order of any authority
 - 2.1.6 nationalisation, embargo, requisition or compulsory purchase by an authority
- 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 after the equipment has been requisitioned
 - 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 5 below at less than:
 - 2.4.1 USD 5000: reefer/tank container or trailer; rail wagon
 - 2.4.2 USD 3000: trailer (except as referred to a 2.4.1)
 - 2.4.3 USD 1000: 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 War/SR&T(Strikes Riots & Terrorist) & Piracy Risks

- 4.1 CTL (Constructive Total Loss)
If you are deprived by seizure* of possession of equipment for a continuous period of 12 months, it will be regarded 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
- 4.1.1 was insured for war/SR&T or piracy risks on that date and
- 4.1.2 had not already become a total loss as a result of an insured risk at some time during the period
- 4.2 We do not insure you for war risks arising from:
- 4.2.1 hostile detonation of a nuclear weapon
- 4.2.2 war (declared or not) between permanent members of the UN Security Council
- 4.2.3 capture or seizure* by an authority of your country
- 4.2.4 seizure* under *any* customs or quarantine regulation
- 4.2.5 ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause
- **Seizure at 4.1/4.2 includes capture, arrest, restraint, detainment, confiscation or expropriation*
- 4.3 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), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 4.4 Subject to 4.3, if the equipment is not on board an oversea ship or aircraft when the loss/ damage occurs we insure you for war and piracy risks only up to a limit of USD 50,000 - each accident and in the aggregate each account year
- 4.5 Insurance for war, SR&T and piracy risks will automatically terminate on:
- 4.5.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
- 4.5.2 war as at 4.2.2

5 Amounts Recoverable

Amounts recoverable from us will not exceed:

- 5.1 *Owned equipment:* Loss: insured value at time of loss
- 5.2 *Owned equipment:* Damage: reasonable repair costs* - not exceeding insured value at the time of the damage - or market value if no insured value
- 5.3 *Leased equipment:* Loss: amount payable under lease - or market value if no amount specified
- 5.4 *Leased equipment:* 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)*

6 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 5 above, we will pay this amount as a CTL, less any salvage value

7 Interest in Ship/Aircraft

G1:5 does not apply to this clause

Z3 THIRD PARTY LIABILITIES

1 We insure you for your liability:

- 1.1 for the following, including resulting consequential loss:
 - 1.1.1 physical loss/damage of third party property
 - 1.1.2 death, injury or illness of any third party
- 1.2 to indemnify a third party for its liability for the following, including resulting consequential loss:
 - 1.2.1 physical loss/damage of third party property
 - 1.2.2 death, injury or illness of any third party

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 in USA/Canada involving a trailer, chassis or container
- 2.4 in respect of your owned or leased 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 (if not excluded under 2.7)
- 2.7 arising from movement of handling equipment - other than within the same terminal, port or depot
- 2.8 which are contractual liabilities listed at G1:2, including no fault liability, declaration of value, liquidated damages and time guarantees

QUALIFICATIONS

3 Employees

We insure:

- 3.1 an assured for liabilities directly to an employee of a joint assured and conversely
- 3.2 a joint assured for liabilities directly to an employee of the assured or another joint assured

4 Third Party Property

Third party property is defined at G5:2 as, among other things, excluding cargo and property leased to (including borrowed by) the assured or joint assured

5 Limit of Liability

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

Z4 FINES & DUTY

1 We insure you for:

- 1.1 **The following, imposed on you as a result of breach of regulations specified at 1.2:**
 - 1.1.1 Fines and other penalties, including confiscation by an authority, of your insured equipment or other property
 - 1.1.2 Duty and sales/excise tax and similar fiscal charges
 - 1.1.3 Costs charged by an authority

- 1.2 **The regulations referred to at 1.1 relate to:**
- 1.2.1 import/export and carriage of cargo, conveyances or equipment
 - 1.2.2 immigration
 - 1.2.3 safety at work, including corporate manslaughter and corporate homicide
 - 1.2.4 security/anti-terrorism

2 We do *not* insure you under this Clause:

for liability/confiscation arising from:

- 2.1 breach of regulations relating to tariffs, 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 operator - *unless* this arises from:
 - 2.4.1 assistance which the operator provides to you in your insured services or
 - 2.4.2 other insured services which you provide to the operator

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, such illegality 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

6 Special Limit

Special limit: USD 100,000 each accident and in the aggregate each account year (unless otherwise stated in your certificate)

Z5 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 under this cover 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 under this cover
- 1.3 **Disposal**
 - 1.3.1 Costs (other than as at 1.3.2) additional to costs which you would have incurred in any event, of disposing of insured equipment or cargo after an accident to it
 - 1.3.2 Costs of removing insured carrying equipment on the order of an authority following an accident arising in connection with the management, navigation or operation of a ship which you own, charter or operate
- 1.4 **Quarantine & Disinfection (including fumigation)**
Costs other than in the normal course of business

2 We do *not* insure you under this Clause for:

- 2.1 costs which are insured under Z4:1.1.3
- 2.2 costs of search, rescue and related transport following the winding up or bankruptcy of a lessee
- 2.3 costs under 1.3.2:
 - 2.3.1 of removing cargo within/on the equipment
 - 2.3.2 which are incurred or increased by cargo within/on the equipment

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

Unless otherwise stated in your certificate 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

5 Deductibles

Unless otherwise stated in your certificate claims are subject to deductibles as below:

- 5.1 1.1: as for the claim being mitigated
- 5.2 1.2-1.4: nil

6 Interest in Ship/Aircraft

G1:5 will not apply:

- 6.1 to costs specified at 1.1 and 1.2
- 6.2 to the extent inconsistent with 1.3.2

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 law/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 under 1.2 if the defamation:
 - 2.5.1 was published before your insurance started - or 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 under 1.4 for liabilities 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 insured whose business is advertising, broadcasting, publishing or telecasting

QUALIFICATIONS

3 Special Limit

Special limit: USD 1 million each accident and in the aggregate each account year - unless otherwise stated in your certificate

A3 HANDLING EQUIPMENT

1 We insure you for:

- 1.1 Physical loss/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 loss/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 USD 75,000
- 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 prove the circumstances of the loss
- 2.3 loss/damage arising from:
 - 2.3.1 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 (if 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 imposed on you by an authority
- 2.5 loss/damage of an expendable/replaceable part - *unless* arising from loss/damage to the equipment which is external to the part
- 2.6 loss/damage while the equipment is:
 - 2.6.1 leased to someone else
 - 2.6.2 used with your consent by someone else
- 2.7 war risks

QUALIFICATIONS

3 Declaration

- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
- 3.2 You will not reduce the insured value of any item 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 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 any SR&T risk, and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in 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: Damage

- 5.1 We will, in our discretion, pay the cost of repair of the asset or the indemnity value of the damaged part
- 5.2 We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.3 We will deduct the value of any part that you can use again
- 5.4 We will not pay for temporary repairs, or for damage arising from use of an asset in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.5 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

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 pay the cost of loss/damage reduced by the percentage by which the insured value of the equipment 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 equipment
- 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

7 Reimbursement: Total Loss

- 7.1 *Actual total loss (ATL)*
We pay the insured value
- 7.2 *Constructive total loss (CTL)*
If the reasonable costs of repair of damage sustained in one accident, calculated as at 5 above, are estimated to exceed the insured value, we pay the insured value as a CTL, less any salvage value
- 7.3 *Leased equipment*
Our payment will not exceed the lesser of:
- 7.3.1 the amount you are liable to pay under the lease
- 7.3.2 the insured value

8 Definition of Accident

- There is a special definition of accident at G5:2 in respect of the following risks:
- a. storm
- b. earthquake/volcanic eruption
- c. flood
- d. strikes riots & terrorist risks

9 Debris Removal Costs

- 9.1 We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:
- 9.1.1 debris removal from the site of the equipment, or immediately adjacent to it
- 9.1.2 dismantling/demolishing the equipment
- 9.1.3 shoring/propping up the equipment
- 9.1.4 clearing drains/sewers
- 9.2 We do *not* insure you under this paragraph 9 for costs arising from pollution/contamination

- 9.3 We do *not* insure you under any other provision in your insurance for costs specified at 9.1
- 9.4 Costs specified at 9.1 are in excess of the insured value of the equipment concerned (subject to G2:26)
- 9.5 We *only* insure you for costs specified at 9.1 if:
- 9.5.1 the Managers have agreed to the costs *or*
- 9.5.2 the Directors decide that the costs were properly incurred
- 10 Special Limit (Per Diem Lease Charges)**
The maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

A4 HANDLING EQUIPMENT

1 We insure you for:

- 1.1 Physical loss/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 are obliged to repair the equipment

2 We do *not* insure you under this Clause for:

- 2.1 loss/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 USD 75,000
- 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 prove the circumstances of the loss
- 2.3 for loss/damage arising from:
- 2.3.1 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 (if 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 imposed on you by an authority
- 2.5 loss/damage of an expendable/replaceable part - *unless* arising from loss/damage to the equipment which is external to the part
- 2.6 war risks

QUALIFICATIONS

3 Declaration

- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
- 3.2 You will not reduce the insured value of any item 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 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 any SR&T risk, and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in 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: Damage

- 5.1 We will, in our discretion, pay the cost of repair of the asset or the indemnity value of the damaged part
- 5.2 We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.3 We will deduct the value of any part that you can use again
- 5.4 We will not pay for temporary repairs, or for damage arising from use of an asset in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.5 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

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 pay the cost of loss/damage reduced by the percentage by which the insured value of the equipment 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 equipment
 - 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

7 Reimbursement: Total Loss

- 7.1 *Actual total loss (ATL)*
We pay the insured value
- 7.2 *Constructive total loss (CTL)*
If the reasonable costs of repair of damage sustained in one accident, calculated as at 5 above, are estimated to exceed the insured value, we pay the insured value as a CTL, less any salvage value
- 7.3 *Leased equipment*
Our payment will not exceed the lesser of:
 - 7.3.1 the amount you are liable to pay under the lease
 - 7.3.2 the insured value

8 Definition of Accident

There is a special definition of accident at G5:2 in respect of the following risks:

- a. storm
- b. earthquake/volcanic eruption
- c. flood

d. strikes riots & terrorist risks

9 Debris Removal Costs

- 9.1 We insure you for the following costs in respect of insured equipment damaged as specified at 1 above:
- 9.1.1 debris removal from the site of the equipment, or immediately adjacent to it
 - 9.1.2 dismantling/demolishing the equipment
 - 9.1.3 shoring/propping up the equipment
 - 9.1.4 clearing drains/sewers
- 9.2 We do *not* insure you under this paragraph 9 for costs arising from pollution/contamination
- 9.3 We do *not* insure you under any other provision in your insurance for costs specified at 9.1
- 9.4 Costs specified at 9.1 are in excess of the insured value of the equipment concerned (subject to G2:26)
- 9.5 We *only* insure you for costs specified at 9.1 if:
- 9.5.1 the Managers have agreed to the costs *or*
 - 9.5.2 the Directors decide that the costs were properly incurred

10 Special Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

A5 HANDLING EQUIPMENT

1 We insure you for:

- 1.1 Physical loss/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 and piracy
- 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 are obliged to repair the equipment

2 We do *not* insure you under this Clause for:

- 2.1 loss/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 USD 75,000
- 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 prove the circumstances of the loss
- 2.3 loss/damage arising from:
- 2.3.1 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 (if 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 imposed on you by an authority
- 2.5 loss/damage of an expendable/replaceable part - *unless* arising from loss/damage to the equipment which is external to the part
- 2.6 loss/damage while the equipment is:
 - 2.6.1 leased to someone else
 - 2.6.2 used with your consent by someone else other than in the course of your insured services
- 2.7 war risks

QUALIFICATIONS

3 Declaration

- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
- 3.2 You will not reduce the insured value of any item 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 6 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 any SR&T or piracy risk either entirely or in respect of your equipment which is in any country, territory or area (whether of land or sea), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 4.3 Insurance for SR&T and piracy 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: Damage

- 5.1 We will, in our discretion, pay the cost of repair of the asset or the indemnity value of the damaged part
- 5.2 We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
- 5.3 We will deduct the value of any part that you can use again
- 5.4 We will not pay for temporary repairs, or for damage arising from use of an asset in a state of temporary repair, unless we have approved the temporary repair in advance
- 5.5 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

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 pay the cost of loss/damage reduced by the percentage by which the insured value of the equipment 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 equipment
 - 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

7 Reimbursement: Total Loss

7.1 *Actual total loss (ATL)*

We pay the insured value

7.2 *Constructive total loss (CTL)*

If the reasonable costs of repair of damage sustained in one accident, calculated as at 5 above, are estimated to exceed the insured value, we pay the insured value as a CTL, less any salvage value

7.3 *Leased equipment*

Our payment will not exceed the lesser of:

7.3.1 the amount you are liable to pay under the lease

7.3.2 the insured value

8 Definition of Accident

There is a special definition of accident at G5:2 in respect of the following risks:

a. storm

b. earthquake/volcanic eruption

c. flood

d. strikes riots & terrorist risks

9 Debris Removal Costs

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

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

9.1.2 dismantling/demolishing the equipment

9.1.3 shoring/propping up the equipment

9.1.4 clearing drains/sewers

9.2 We do *not* insure you under this paragraph 9 for costs arising from pollution/contamination

9.3 We do *not* insure you under any other provision in your insurance for costs specified at 9.1

9.4 Costs specified at 9.1 are in excess of the insured value of the equipment concerned (subject to G2:26)

9.5 We *only* insure you for costs specified at 9.1 if:

9.5.1 the Managers have agreed to the costs *or*

9.5.2 the Directors decide that the costs were properly incurred

10 Special Limit (Per Diem Lease Charges)

The maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

11 Interest in Ship/Aircraft

G1:5 does not apply to this clause

A6 PROPERTY

1 We insure you for:

Direct physical loss/damage of insured property from an accident

2 We do *not* insure you under this Clause for:

2.1 loss/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, manufacture or construction

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, dismantling, or working on insured property
- 2.3 war risks
- 2.4 insured property found to be missing on stocktaking if you are unable to prove the circumstances of the loss
- 2.5 loss/damage arising from nationalisation, embargo, quarantine, requisition, compulsory purchase or an order of an 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 Reimbursement: Actual Total Loss**
We will pay the insured value
- 4 Reimbursement: 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 Reimbursement: Damage**
 - 5.1 We will, in our discretion, pay the cost of repair of the asset or the indemnity value of the damaged part
 - 5.2 We will, in our discretion, pay reasonable costs of your own materials and labour not exceeding the market cost
 - 5.3 We will deduct the value of any part that you can use again
 - 5.4 We will not pay for temporary repairs, or for damage arising from use of an asset in a state of temporary repair, unless the Managers have approved the temporary repair in advance
- 6 Average**
If the market value of an item of property at the time of an accident is greater than the insured value, we will pay the cost of loss/damage reduced by the percentage by which the insured value of the property 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 property
 - 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
- 7 Third Party Property**
We will pay the amount for which you are liable, not exceeding the indemnity value
- 8 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
- 9 Documents/Data**
 - 9.1 *Film, tape, disc and electronic recording or storage media*
 - 9.1.1 *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
 - 9.1.2 *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

- 9.2 *Documents other than as at 9:1:*
we will pay up to the cost of blank material plus labour costs of restoration, transcription and copying
- 10 Maximum Payment**
We will not pay more than:
- 10.1 the insured value of the property lost or damaged
- 10.2 the amount which you are liable to pay under a lease or otherwise in the case of third party property
- 11 Public Authorities**
- 11.1 We insure you for the additional cost of reinstatement of lost/damaged property solely to comply with a regulation, *excluding*:
- 11.1.1 loss/damage which occurred before the commencement of your insurance
- 11.1.2 loss/damage in respect of which notice was served on you before the loss/damage occurred
- 11.1.3 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
- 11.1.4 rates, taxes, duties, charges and assessments arising from capital appreciation arising from compliance with the regulation.
- 11.2 The reinstatement must be completed with reasonable despatch, and in any case within twelve months from the loss/damage, unless the Managers otherwise agree
- 12 Definition of Accident**
There is a special definition of accident at G5:2 in respect of the following risks:
- a. storm
- b. earthquake/volcanic eruption
- c. flood
- d. strikes riots & terrorist risks
- 13 SR&T (Strikes Riots & Terrorist) Risks**
- 13.1 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
- 13.2 The Managers may at any time decide that we will not insure you for any SR&T risk, and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in this decision, which will take effect at 2400 GMT on the seventh day after notice is given
- 13.3 Insurance for SR&T risks will automatically terminate on:
- 13.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
- 13.3.2 war (declared or not) between permanent members of the UN Security Council
- 14 Debris Removal Costs**
- 14.1 We insure you for the following costs in respect of insured property damaged as specified at 1 above:
- 14.1.1 debris removal from the site of the property, or immediately adjacent to it
- 14.1.2 dismantling/demolishing the property
- 14.1.3 shoring/propping up the property
- 14.1.4 clearing drains/sewers
- 14.2 We do *not* insure you under this paragraph 14 for costs arising from pollution/contamination
- 14.3 We do *not* insure you under any other provision in your insurance for costs specified at 14.1
- 14.4 Costs specified at 14.1 are in excess of the insured value of the property concerned (subject to G2:26)
- 14.5 We *only* insure you for costs specified at 14.1 if:
- 14.5.1 the Managers have agreed to the costs *or*
- 14.5.2 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. 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 insured equipment/property
- 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 handling equipment/property, 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 There is a special definition of accident at G5:2 in respect of the following risks:
 - a. storm
 - b. earthquake/volcanic eruption
 - c. flood
 - d. 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 equipment/property
- 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 - unless otherwise stated in your certificate (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

You will give us immediate notice of any change in reserve property or equipment or other factor, which existed at the start of the insurance, and which could have reduced the risk of a claim under this clause or which could have reduced the quantum of a claim. If the Managers do not agree to the change in risk, we will not be liable for claims caused or increased by it

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), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:37 of any subsequent variation in 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 Special limit: USD 50,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 8.2 Without prejudice to G2:26-27, 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. 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 insured equipment/property
- 2.8 loss of market
- 2.9 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 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 There is a special definition of accident at G5:2 in respect of the following risks:
 - a. storm
 - b. earthquake/volcanic eruption
 - c. flood
 - d. 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 equipment/property
- 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 - unless otherwise stated in your certificate

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, which existed at the start of the insurance, and which 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), and will endorse the effect of this decision on your policy when it is issued or renewed. The Managers will notify you by Circular as at G2:38 of any subsequent variation in 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 Special limit: USD 50,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate
 - 8.2 Without prejudice to G2:26-27, your total claim will not exceed any general or special 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 N AMERICAN CHASSIS LIABILITIES

1 We insure you for:

1.1 The liabilities stated at 1.2 below arising out of an accident in USA, Canada or Mexico and involving a chassis or trailer, or an intermodal shipping container carried on a chassis or trailer, for use on public roads which:

1.1.1 you own, lease, maintain, manage or use or which

1.1.2 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/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/damage of third party property

b. death, injury or illness of any third party

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, other than a chassis or trailer, 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 in respect of a chassis/trailer which we do not insure for loss/damage
- 2.7 incurred after you cease to have an interest in the chassis/trailer. The date of the accident for the purposes of your insurance is the date of the loss/damage (or death injury or illness) - not the date on which your interest ceases
- 2.8 which are contractual liabilities to compensate someone else for physical loss/damage to your owned/leased property
- 2.9 arising from handling of cargo:
- 2.9.1 before you accept the cargo for movement on to the insured chassis/trailer
- 2.9.2 after you move the cargo from the insured chassis/trailer to the place where you finally deliver it
- 2.10 arising from your product or any part of your product
- 2.11 arising from your work, after that work has been completed or abandoned. For the purposes of this paragraph (2.11) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf
- 2.12 arising from:
- 2.12.1 transportation of pollutants as waste
- 2.12.2 release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
- 2.12.3 investigation, clean up or removal of pollution
- This paragraph (2.12) will prevail in case of inconsistency with G1:1.2 or G1:3
- 2.13 to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers
- 2.14 arising from loss/damage or death, injury or illness which:
- 2.14.1 you intend or expect (without prejudice to G1:1.7)
- 2.14.2 results from movement of property by a mechanical device (other than a hand truck) unless the device is attached to an insured chassis/trailer
- 2.15 for war risks
- 2.16 arising from the conduct of any current or past partnership or joint venture not specified as an assured under this clause in your certificate

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 claim indemnity from *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 USA/Canada, 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 USD 1 million 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, under the applicable law, anyone, other than the assured, a named joint assured or co-assured, using or legally responsible for the use of a chassis or trailer, is entitled to be insured under this insurance, then the general limit of liability for this insurance for such a person will not exceed the minimum insurance requirements under the applicable law for injury to or death of a person or damage to property

7 Deductible

Claims under this clause are subject to a nil deductible - unless otherwise specifically indicated in your certificate

A11/S1 CARRYING EQUIPMENT

SEE S1 ABOVE

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 We insure you for the following expenses 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 athletics
- 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 Special Limit

Special limit: USD 50,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

X1 HULL & MACHINERY

1 We insure you:

In respect of your insured ships located within your insured trading area for:

- 1.1 Physical loss/damage arising from:
 - 1.1.1 Perils of the sea or other navigable waters
 - 1.1.2 Fire, lightning or explosion
 - 1.1.3 Piracy or violent theft by persons outside the ship
 - 1.1.4 Jettison
 - 1.1.5 Breakdown/accident to nuclear installations/reactors
 - 1.1.6 Contact with berths, equipment, road vehicles or aircraft or objects falling from aircraft
 - 1.1.7 Accidents in loading, discharging or shifting cargo/fuel
 - 1.1.8 Bursting of boilers, breakage of shafts or latent defect in machinery/ hull
 - 1.1.9 Negligence of seamen or pilots
 - 1.1.10 Negligence of repairers or charterers - *unless we insure the repairers/charterers under this clause*
 - 1.1.11 Barratry
 - 1.1.12 Lawful acts of an authority in respect of existing or threatened pollution arising from damage to an insured ship from an insured risk
- 1.2 Salvage contributions arising from the avoidance of loss/damage arising under 1.1

2 We do *not* insure you under this Clause for loss/damage arising:

- 2.1 from earthquake/volcanic eruption
- 2.2 from war, strikes riots & terrorist and piracy risks
- 2.3 from a nuclear weapon
- 2.4 after the ship has been requisitioned with your prior agreement
- 2.5 15 days after the ship has been requisitioned without your prior agreement
- 2.6 after you cease to have an interest in the ship
- 2.7 after you have bareboat chartered the ship to someone else
- 2.8 from lack of due diligence by you or the owners/managers of the ship not acting as a seaman

QUALIFICATIONS

3 Bottom Plating

In case of a claim for damage to bottom plating we will be responsible *only* for scraping, grit blasting or other surface preparation/painting of the ship's bottom - and then only for:

- 3.1 new bottom plates prepared ashore
- 3.2 the butts or areas of plating immediately adjacent to renewed or refitted plates, which have been damaged during repair
- 3.3 areas of plating damaged in the course of fairing in place or ashore
- 3.4 supplying the first coat of primer or anti-corrosive to the areas mentioned above

4 Wages/Maintenance

- 4.1 We will not be responsible for wages/maintenance of seamen unless incurred:
 - 4.1.1 solely during removal of the ship, with the Managers' agreement, from one port to another for repairs or trials after repairs *and*
 - 4.1.2 while the ship is moving through the water
- 4.2 We do not insure you for the charges of anyone whom you appoint to obtain/supply information or documents

5 Unrepaired damage

- 5.1 If damage is unrepaired when your insurance ceases, we will pay the reasonable depreciation in the market value of the ship attributable to it, not exceeding:
 - 5.1.1 the reasonable cost of repairs *or*
 - 5.1.2 the insured value of the ship

- 5.2 We will *not* pay for unrepaired damage if the ship subsequently becomes a total loss during the period of your insurance, even if this arises from an insured risk
- 6 Total Loss**
- 6.1 In case of actual total loss we will pay the insured value of the ship
- 6.2 If the reasonable cost of recovery and repairs arising from one accident is estimated to exceed the insured value, we will pay the insured value as a constructive total loss - *not* taking into account the salvage value
- 7 Tenders**
- 7.1 The Managers may:
- 7.1.1 decide where the ship will go for repairs - and will refund to you the additional expense of any necessary voyage to get there
- 7.1.2 veto any repairer or place of repair
- 7.2 The Managers may take tenders (or require that further tenders be taken). If they do, and they accept a tender, you are entitled to a *tender allowance* of 30% on the insured value per year for time lost between sending invitations to tender and accepting tenders if:
- 7.2.1 the time is lost solely as a result of taking tenders *and*
- 7.2.2 you accept the tender without delay
- 7.3 Credit will be given against the *tender allowance* for the following recovered for any part of the period covered by the allowance:
- 7.3.1 amounts for fuel, stores and wages/maintenance of seamen - including amounts allowed in general average
- 7.3.2 damages from anyone else for detention, loss of profit or running expenses
- 7.4 If part of the cost of the repair (except the deductible) is not recoverable under this clause, the *tender allowance* will be reduced by the same proportion
- 7.5 If the Managers are not given a reasonable opportunity to require tenders, we will deduct 15% from the claim
- 8 Salvage**
- 8.1 If your ship is insured for less than its salved value, we will pay salvage contributions reduced by the percentage by which the insured value is less than the salved value
- 8.2 If your ship receives salvage services from another ship in the same ownership/management, this will not affect your insurance *but* liability for the amounts payable will be determined by a sole arbitrator, agreed by you and by the Managers
- 9 New for Old**
- We pay claims for physical loss/damage without deduction new for old

X2 COLLISION LIABILITIES

1 We insure you for:

Your liability for the following arising from an insured ship coming into collision with another ship within your insured trading area:

- 1.1 Physical loss/damage of another ship*
- 1.2 Delay/loss of use of another ship*
- 1.3 General average/salvage contributions in respect of another ship
*or of property on board the ship

QUALIFICATIONS

2 Set Off

- If both ships are to blame, we will limit your claim to the proportion of the damage to the other ship (or property on board it) for which you are liable:
- 2.1 unless the liability of one or both of the ships is limited by law
- 2.2 irrespective of the amount you have to pay, or which may be paid to you, after any set off of your claim against the other ship

3 Associated Ships

If your insured ship collides with another ship in the same ownership/management, this will not affect your insurance but liability will be determined by a sole arbitrator, agreed by you and by the Managers

X3 THIRD PARTY LIABILITIES (excl COLLISION)

1 We insure you for liabilities:

In respect of your insured ship located within your insured trading area and arising from its management navigation or operation for:

- 1.1 Loss/damage to third party property - and consequential loss arising from this
- 1.2 Death, injury or illness of third parties - and consequential loss arising from this including payments for life salvage
- 1.3 Your neglect/failure to raise remove or destroy the insured ship or any third party property - damaged as a result of an accident as specified at 1.1
- 1.4 Special compensation to a salvor of your insured ship for measures taken to protect the environment

2 We do *not* insure you under this Clause for liabilities:

- 2.1 under 1.1 in respect of loss/damage to:
 - 2.1.1 another ship with which the insured ship has collided (or property on this ship)
 - 2.1.2 property of a builder/repairer, or for which the builder/repairer is responsible, on the insured ship
 - 2.1.3 cash, securities, bullion, precious metal, precious jewellery, precious stones or valuable works of art belonging to anyone on board the insured ship
 - 2.1.4 non-essential personal effects of seamen
- 2.2 under 1.2 in respect of:
 - 2.2.1 death, injury or illness of your employee - or of anyone employed to work on or in connection with the insured ship, or with its repair, or with equipment used or property carried on it
 - 2.2.2 your contractual liability to compensate someone else in respect of that other person's employees or your own employees
- 2.3 under a towage contract unless
 - 2.3.1 the contract is for customary towage for entering/leaving port or manoeuvring within port, during the ordinary course of trading or
 - 2.3.2 the Managers have approved it in advance
- 2.4 arising from pollution - *except* as specified at 1.4
- 2.5 in respect of your owned or leased carrying equipment which we do not insure for loss/damage
- 2.6 which are *contractual* liabilities in respect of your owned or leased:
 - 2.6.1 fuel or property (*other than equipment*)
 - 2.6.2 handling equipment which we do not insure for loss/damage

QUALIFICATIONS

3 Special Compensation

- 3.1 We only insure you under 1.4 to the extent that the compensation
 - 3.1.1 is not payable by anyone with an interest in the salvaged property and
 - 3.1.2 is imposed on you under Article 14 of the International Convention on Salvage 1989 (or legislation giving effect to this) or is assumed under a standard form of salvage agreement approved by the Managers
- 3.2 Claims under 1.4 arising from actual or threatened pollution are subject to our special limit for pollution as stated in your certificate

X4 FINES

1 We insure you for your liability for:

- 1.1 ***Fines imposed as a result of breach of regulations specified at 1.2 by an authority on you (or anyone acting for you) as owner of an insured ship located within your insured trading area and arising from its management navigation or operation***
- 1.2 **The regulations referred to at 1.1 relate to:**
- 1.2.1 safety at work on or relating to the insured ship
 - 1.2.2 smuggling - or any customs regulation relating to the construction, adaptation or fitment of the insured ship
 - 1.2.3 immigration
 - 1.2.4 any other act neglect or default of your employees/agents - in the course of their duties in respect of the insured ship

2 We do *not* insure you under this Clause:

- 2.1 for breach of regulations in respect of:
- 2.1.1 overloading of an insured ship
 - 2.1.2 illegal fishing
 - 2.1.3 pollution
 - 2.1.4 tariffs, competition or regulation of companies
- 2.2 in respect of your owned/leased carrying equipment which we do not insure for loss/damage

QUALIFICATIONS

3 Intentional/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

X5 COSTS

1 We insure you for:

The following costs incurred as owner of an insured ship located within your insured trading area and arising from the management navigation or operation of the insured ship:

1.1 Mitigation

Costs of minimising a claim under your policy

1.2 Investigation & Defence

Costs arising from investigating an accident which may give rise to a claim under this cover 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 under this cover

1.3 Disposal & Wreck Removal

Costs, additional to costs which you would have incurred in any event, of lighting, marking, raising (or attempted raising), removal or destruction of any object, including the wreck of an

insured ship and property on board it - following an accident to the object during your insurance

1.4 **Infectious Disease**

Additional costs as a result of the outbreak of infectious disease on the insured ship or ashore

1.5 **Landing Sick/Injured Persons & Stowaways/Refugees**

Additional costs, including landing persons saved at sea by the insured ship

2 We do not insure you under this Clause for costs arising from:

2.1 delay while awaiting a substitute seaman

2.2 earthquake/volcanic eruption

2.3 war, strikes riots & terrorist and piracy risks - except costs under 1.1-1.2 for mitigation or investigation/defence of a claim which we insure under Clauses X2-5

2.4 a nuclear weapon

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

Unless otherwise stated in your certificate 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 1.3-1.5: your limit for port ships risks

5 Deductibles

Unless otherwise stated in your certificate claims are subject to deductibles as below:

5.1 1.1: as for the claim being mitigated

5.2 1.2-1.5: nil

X6 POLLUTION

1 We insure you for:

1.1 Your liability for the following arising as owner of an insured ship located within its insured trading area and arising from its management, navigation or operation to the extent that you would have been insured under Clause X3 but for the exclusion at X3:2.4:

1.1.1 Loss/damage to third party property - and consequential loss arising from this

1.1.2 Death, injury or illness of third parties - and consequential loss arising from this including payments for life salvage

1.2 Fines imposed as a result of breach of regulations relating to pollution by an authority on you (or anyone acting for you) as owner of an insured ship located within your insured trading area and arising from its physical loss/damage

2 We do not insure you under this Clause for:

2.1 fines and penalties for non-compliance with the *International Convention for the Prevention of Pollution from Ships 1973 as modified by the Protocol of 1978* and subsequent protocols (and legislation implementing the convention) concerning the construction, adaptation and equipment of ships

2.2 breach of regulations in respect of your owned/leased carrying equipment which we do not insure for loss/damage

QUALIFICATIONS

- 3 Intentional/Reckless Conduct**
The Directors may in their discretion reduce or reject a claim under 1.2 if you or your employee have acted (or failed to act) intentionally or recklessly
- 4 Illegality**
If insurance for any of the matters specified at 1.2 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 1.2, we undertake to treat the claim as if your right is enforceable

X7 EXCLUSIONS & QUALIFICATIONS

- 1 Application**
This clause applies to X1-X6
- 2 General provisions**
G1:5 does *not* apply to X1-X6
- 3 Termination**
 - 3.1 Unless 3.2/3.3 apply, your insurance in respect of an insured ship will terminate automatically on a change in its:
 - 3.1.1 Classification Society
 - 3.1.2 class - including suspension, discontinuance or expiry of class
 - 3.1.3 ownership, flag, management or control - voluntary or otherwise
 - 3.2 If a change as at 3.1.1/3.1.2 results from loss/damage for which we insure you, or for which you would be insured under the Institute War and Strikes Clauses Hulls/Time which were current at the time of the accident, insurance will terminate only if the ship resumes navigation without Classification Society approval
 - 3.3 If a change as at 3.1.3 results from requisition of the insured ship without your prior agreement, insurance will instead terminate automatically 15 days after the date of requisition
- 4 Additional Insurances**
 - 4.1 The Managers may refuse to pay further claims if you effect additional insurances *for*:
 - 4.1.1 disbursements, managers' commission, profits *or* excess/increased value of the hull and machinery - exceeding 25% of the insured value of the ship
 - 4.1.2 premiums:
 - a. exceeding the actual premiums of all interests insured *or*
 - b. for a period of more than 12 months *or*
 - c. for a sum that does *not* reduce pro rata monthly
 - 4.1.3 returns of premium other than for an amount reflecting the actual returns allowable under any insurance which is irrevocable in the event of total loss of the ship, whether by risks insured or otherwise
 - 4.1.4 total loss of ship on Policy Proof of Interest (PPI), Full Interest Admitted (FIA) or other similar terms
 - 4.2 We will not refuse to pay claims by a joint assured - which is insured as mortgagee of the insured ship *and* which accepted this insurance without knowledge that additional insurance as at 4.1 had been effected
- 5 Chartered Ship**
We do not insure you in respect of an insured ship while it is chartered to someone else

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 **Any chemical, biological, bio-chemical or electromagnetic weapon**
- 1.13 **Cyber attack**
- 1.14 **Products liability**

2 Liability Exclusions

We do not insure you for liabilities:

- 2.1 incurred under a provision in a contract that you incur liability without your fault or negligence
- 2.2 to the extent that the liability is increased by a declaration of value
- 2.3 which are liquidated damages
- 2.4 incurred under a provision that you provide services at or within an agreed time

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 accident 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. United Nations resolutions or
 - b. laws, rules, regulations, orders, decisions, directives, or common positions of the European Union (EU) or of any EU member state or
 - c. 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 We do not insure you for risks:

5.1.1 arising from your interest in a ship/aircraft *and*

5.1.2 arising from its management, navigation or operation

5.2 You have an interest if you:

5.2.1 own or operate the ship/aircraft

5.2.2 charter the ship except under a slot or space charter

5.2.3 charter the ship under a slot or space charter *unless*:

- a. 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 *and*
- b. You are not liable to the ship owner, lessee or operator, or performing carrier, for risks arising from the management, navigation or operation of the ship *and*
- c. You are not responsible for loading the ship

5.2.4 charter the aircraft *unless*:

- a. You do not manage, navigate or operate the aircraft *and*
- b. You are not liable to the aircraft owner, lessee or operator for risks arising from the management, navigation or operation of the aircraft *and*
- c. You contract with the aircraft operator on terms which are no more adverse than the Warsaw Convention or any compulsorily applicable transport law or convention *and*
- d. You are not responsible for loading the aircraft

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

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 the 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 in their discretion believe will arise later

2.4 We may retain an amount as at 2.3 whether or not it 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.

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

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 28 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 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 & 24 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 or 36 below, these paragraphs 7 and 8 below will supersede 10 below
7.4 If at the time your insurance ceases as specified at 9.1.1, we have not received any due payment or declaration, the insurance will be cancelled without notice or formality - but the Directors may decide to reinstate it on terms which in their discretion they think fit
- 8 Cancellation: Effect**
8.1 In the event of cancellation as at 7 above or 22 below, you remain liable for amounts due from you to us - whether levied before or after cessation - and specifically the following:
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
- 9 Cesser: Cause**
9.1 We immediately cease to insure you on:
9.1.1 your winding up/bankruptcy
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
9.2 The Directors may at any time give you notice that your insurance will cease - taking effect not less than 30 days from the date on which the notice is given
- 10 Cesser: Effect**
10.1 If you cease to be insured as specified at 9 above or 36.3 below - *unless* 7-8 above apply:
10.1.1 you remain liable for amounts due from you to us - whether levied before or after cessation
10.1.2 we remain liable for claims arising from accidents on or before the date of cessation
10.2 If premium is a lump sum or deposit subject to a minimum *and* you cease to be insured as specified at 9.1.1 above or 36 below you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
10.3 We will not reimburse any premium if you cease to have an insurable interest in an item of

- insured equipment or property as at 9.1.3 solely because the item has been lost or damaged, and not repaired or replaced, as the result of an insured accident
- 10.4 Otherwise than as at 10.2/10.3 - premium will be calculated pro rata up to cessation
- 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 credit relates - otherwise your claim for amounts due is absolutely barred
- 12 Claims Held**
If we do not receive an amount due from you in due time we may withhold any payments due from us to you until the amount due 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 36 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 liability claims, on the date on which you paid the claimant
15.2 in respect of equipment/property claims, on the date of the loss
- 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 of the following types of claim)
a. handling equipment and/or property
b. business interruption
c. any other claim
16.4 In the case of claims under more than one cover, a separate deductible will apply to each cover
- 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 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

19 Employees

- 19.1 Subject to 19:2, we insure your employees, other than employees listed at G5:1.3.1, for risks for which you would have been insured if you had incurred the risk, but only:
- 19.1.1 in connection with your insured services and
 - 19.1.2 while performing duties within the scope of their employment for the purpose of providing your insured services
- 19.2 We do not insure anyone listed at G5:1.3.1 (a-e) or your employee, for liabilities to you or to your employee (or to your other employee)

20 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

21 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 25 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 England

22 Fraudulent Claims

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 in any respect fraudulent we may cancel all your insurances immediately. The cancellation will have the effect stated at 8 above

23 Indemnity

- 23.1 Unless the Directors in their discretion decide otherwise, it is a condition precedent that we will indemnify you for your loss only after you have:
- 23.1.1 discharged your liability to third parties or
 - 23.1.2 repaired, replaced or reinstated your loss of insured equipment and/or property or
 - 23.1.3 discharged your liabilities for losses
- 23.2 The Managers may, in their discretion, reimburse the costs of reasonable repair in cases where your owned damaged insured equipment/property is not repaired

24 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

25 Law & Jurisdiction

- 25.1 Our insurance, and any other contract between you and us, is subject to English 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 English law
- 25.2 All disputes between you (or anyone else, including your broker) 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 England and Wales will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to English law
- 25.3 In respect of disputes as at 25.2:
- 25.3.1 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
- 25.3.2 Our sole obligation is to pay any sum as directed by the final arbitration award
- 25.4 25.1-25.3 also apply to disputes involving:
- a. the Managers and Directors
 - b. anyone acting on our, or the Managers' or the Directors', behalf
 - c. your broker
- 26 Limits Structure**
- 26.1 Limits are specified in your certificate
- 26.2 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
- 26.3 If the insured values of your insured equipment/property in respect of which a claim arises exceed the applicable limit specified in your certificate, the limit specified in your certificate will prevail
- 26.4 Limits are applied collectively to the assured and any joint assureds
- 26.5 An overall limit of USD 1 million each accident applies, unless otherwise specified in your certificate
- 27 Limits where more than one Risk arises from one Accident**
- 27.1 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
- 27.2 If there are aggregate limits under a clause and under a paragraph within the clause, claims under the paragraph will:
- 27.2.1 count towards the limit under the clause and
 - 27.2.2 not exceed the lesser of the unexhausted limit against:
 - a. the clause or
 - b. the paragraph
- 27.3 Where the risks are under different covers, we will apply a separate limit to each cover
- 28 Loss Prevention**
- 28.1 You will:
- 28.1.1 allow us to inspect your insured equipment/property
 - 28.1.2 comply with regulations applying to your insured equipment
 - 28.1.3 not habitually or intentionally overload your insured equipment - except for inspection/testing or to comply with regulations
 - 28.1.4 comply with regulations, and industry/national standards, relating to vertical tandem lifts
 - 28.1.5 maintain in good order, and use as appropriate, any protection provided for your insured equipment/property
 - 28.1.6 use your best endeavours to avoid or reduce risks of a claim under your equipment/property clauses
 - 28.1.7 comply with regulations relating to dangerous goods
 - 28.1.8 comply with regulations, and industry/national standards, relating to safety, security/anti-terrorism and people smuggling
 - 28.1.9 allow us to inspect your operations
 - 28.1.10 allow us to have copies of your contracts
 - 28.1.11 comply with our reasonable requirement to implement loss prevention measures
 - 28.1.12 maintain a tracking system allowing the location of insured equipment to be ascertained at any time
- 28.2 If you do not comply as at 28.1:
- 28.2.1 we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do
 - 28.2.2 the Directors may in their discretion reduce or reject a claim which results wholly or partly from the failure to comply
- 29 Material Information**
- 29.1 It is a condition precedent that you will:
- 29.1.1 provide full and accurate information in response to the Managers' request - in connection with your application for insurance, or at any other time

- 29.1.2 provide the Managers with all material information (pursuant to your duty of utmost good faith and whether or not requested by the Managers)
 - a. when you apply for insurance
 - b. when you seek an amendment to the terms of insurance
 - c. when the policy is reviewed - whether or not changes to the policy are agreed
 - d. promptly at any other time during the period of your insurance
- 29.2 If you fail to comply with 29.1, we may at the discretion of the Managers:
 - 29.2.1 avoid the insurance
 - 29.2.2 reject a claim which arises out of or is in any way related to misleading or inaccurate material information which should have been disclosed
- 29.3 If the Directors consider in their discretion that information specified at 29.1 adversely affects the nature of the risk under your insurance we may inform you, with at least 30 days notice, that we will cease to insure you

30 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

31 Overlapping Risks & Insured Services

- 31.1 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
- 31.2 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
- 31.3 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

32 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

33 Period of Insurance

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

34 Premium Calculation

- 34.1 Premium may be:
 - 34.1.1 a lump sum
 - 34.1.2 a deposit - which may be subject to a minimum and adjusted by an adjustment rate
 - 34.1.3 determined by applying an adjustment rate
 - 34.1.4 any combination of the above
- 34.2 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

35 Reduction of Claims

We will reduce claims by:

- 35.1 amounts which you receive or to which you are entitled by way of salvage
- 35.2 your interest in any residual value in insured property

36 Review Date

- 36.1 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:
 - 36.1.1 a change in terms may be required *or*
 - 36.1.2 the insurance will cease
- 36.2 If notice is given as at 36.1.1 and no change is agreed by the review date:
 - 36.2.1 the Managers may agree a *continuation period* - subject to agreed terms
 - 36.2.2 changes agreed during the *continuation period* will apply retrospectively from the review date - or as otherwise agreed
- 36.3 Your insurance will cease automatically:
 - 36.3.1 on the review date if no change or *continuation period* is agreed
 - 36.3.2 on expiry of a *continuation period* if no change is agreed

37 Service of Notices

- 37.1 We will serve notices required by your insurance in accordance with the Bye-Laws Part F:
- 37.1.1 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
 - 37.1.2 personally (on a director/officer in the case of a company)
- 37.2 Notice will be deemed served:
- 37.2.1 if sent by post - on the third day after posting, subject to 37.3
 - 37.2.2 if sent by fax or e mail - on the date of transmission
- 37.3 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

38 Set Off

- 38.1 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
- 38.2 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

39 Surveys

- 39.1 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.
- 39.2 We may, with at least 30 days notice, cease to insure you if:
- 39.2.1 you fail to comply with this requirement or
 - 39.2.2 the results of the survey are, in the discretion of the Managers, unsatisfactory or
 - 39.2.3 you fail to comply with the Managers' recommendations following a survey within a reasonable time

40 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

41 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 claim/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 Manager's 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 loss of equipment/property: Date of loss
 - 3.2 Other claims, eg: liability or repair of equipment: 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 and illness for which we would or might have insured you, except for a deductible

G4 REINSURANCE

- 1 Structure**
 - 1.1 The *reinsured insurer* insures the *primary assured*, under a *primary insurance* policy
 - 1.2 We reinsure the *reinsured insurer*
- 2 Certificate of Reinsurance**
We issue a *Certificate of Reinsurance* to the *reinsured insurer*
 - 2.1 The certificate of reinsurance will specify the percentage which we reinsure and the terms of reinsurance
 - 2.2 The certificate of reinsurance may also confer membership of the Association on the *reinsured insurer*
- 3 Premium**
 - 3.1 The *reinsured insurer* pays a mutual premium - as set out in the certificate of reinsurance
 - 3.2 The *reinsured insurer* will receive return of premium or pay additional premium at the same percentage as the percentage which we usually pay to our assureds - taking into account any

- overrider, commission, brokerage and other fees and adjusted proportionately in respect of:
- 3.2.1 the period covered by the certificate of reinsurance
- 3.2.2 the percentage of the liability of the *reinsured insurer* which we reinsure
- 3.3 G2:30 does not apply to the *primary insurance* policy
- 4 More than One Reinsured Insurer**
If there is more than one reinsured insurer under the certificate of reinsurance the reinsured insurers will be liable to us jointly, not severally, for any amounts due under the certificate of reinsurance
- 5 Underwriting & Claims Control**
- 5.1 It is a condition precedent that the *reinsured insurer* will:
- 5.1.1 not exercise any of its powers, duties and discretions without the Managers' prior approval
- 5.1.2 comply with G3:1-3
- 5.2 We will control handling of claims likely to affect our reinsurance
- 6 Definitions**
The following words will be interpreted as stated below
- 6.1 For the purpose of construing the primary insurance:
- | | |
|------------------------------------|---|
| a. <i>we/us</i> | <i>the Reinsured Insurer</i> |
| b. <i>you/the assured</i> | <i>the Primary Assured</i> |
| c. <i>the Managers</i> | <i>the Managers for the time being of the Reinsured Insurer</i> |
| d. <i>Certificate of Insurance</i> | <i>Certificate of Reinsurance</i> |
- 6.2 For the purpose of construing the reinsurance:
- | | |
|------------------------------------|-----------------------------------|
| a. <i>we/us</i> | <i>the Reinsurer</i> |
| b. <i>you/the assured</i> | <i>the Reinsured Insurer</i> |
| c. <i>the Managers</i> | <i>as at G5:1.3.4</i> |
| d. <i>Certificate of Insurance</i> | <i>Certificate of Reinsurance</i> |
| e. <i>Insurance</i> | <i>Reinsurance</i> |
| f. <i>Policy</i> | <i>Reinsurance Policy</i> |
- 7 Primary Insurance**
The term *primary* is used in this clause solely to distinguish the insurance of the primary assured by the reinsured insurer and does not mean that the insurance is primary to any other insurance

G5 DEFINITIONS

1 Introduction

- 1.1 **Application**
In any documentation relating to an offer or policy of insurance the words listed below have the meaning set against them - if not inconsistent with the context
- 1.2 **Layout**
- 1.2.1 capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance
- 1.2.2 text is *generally* (although not necessarily) underlined, for guidance only, to indicate that a word or phrase is included in the list at 2 below
- 1.3 **You and We**
- 1.3.1 *You/your* means:
an assured and any joint assured (or co-assured) 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
- 1.3.2 *We/us/the Association (our)* means:
the Club (Club's), ie: Through Transport Mutual Insurance Association Limited or TT Club Mutual Insurance Limited, whichever one is providing the insurance cover in any particular case
- 1.3.3 *Assured/Joint Assured* means:
the person(s) so designated in your certificate
- 1.3.4 *The Managers* means:
the Managers of the Club (or its branches) as defined at 1.3.2 and their employees and agents acting within the scope of their authority
- 1.3.5 *The Directors* means:
the Board of Directors for the time being of the Club as defined at 1.3.2
- 1.4 **Documentation**
 - 1.4.1 *Policy (of insurance)* means:
the terms of your insurance with us, as set out in the Act, the Bye-Laws and your certificate of insurance (and schedules) - which incorporates, to the extent stated in the certificate in each particular case, your policy book (as at 1.4.6)
 - 1.4.2 *Certificate and/or Certificate of insurance* includes:
endorsements, schedules in addition to the certificate
 - 1.4.3 *Cover* means:
a grouping of clauses, *for example* Transport and Logistics Operator cover
 - 1.4.4 *Clause* means:
a constituent, numbered part of your cover, *for example* T1 - Cargo Liabilities as part of the Transport and Logistics Operator cover
 - 1.4.5 *Paragraph* means:
a numbered paragraph within a clause, *for example* T1:4 - limits applying to valuable cargoes within the Transport Operator cover for Cargo Liabilities
 - 1.4.6 *Policy Book* means:
a collection of clauses (as at 1.4.4) which are, wholly or partly, incorporated into your policy by means of your certificate
- 1.5 **General Interpretation**
 - 1.5.1 *May* is "permissive"
 - 1.5.2 *Will* is "imperative"
 - 1.5.3 Singular words include the plural - and vice versa
 - 1.5.4 Words representing persons, eg *anyone, another person, someone else*, also include companies and associations

2 The Definitions

Accident (general definition)

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

Accident

(qualifies the general definition above in respect of Property, Handling Equipment & Business Interruption where these form part of the cover)

Storm Earthquake Flood SR&T Risks:

The extent of an accident is limited to 72 consecutive hours if the cause of the loss/damage insured under the property, handling equipment and business interruption clauses 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):

- storm
- earthquake/volcanic eruption
- flood (subject also to the conditions below)
- strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)

You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:

- no two periods overlap *and*

- no period commences before your first recorded individual loss in that event during the period of your insurance

Flood

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:

- start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
- extend beyond 30 days after you cease to be insured

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 movement or handling 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
- oral/written publication of material which violates anyone's right of privacy
- misappropriation of advertising ideas or style of doing business
- infringement of copyright, title or slogan

Agree/agreed/agreement

means *agree (etc) 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 insured equipment or property

Aircraft

includes aeroplane/helicopter (fixed or rotary wing), airship and balloon

All risks policy

policy covering fortuities generally though not inevitabilities such as wear and tear or depreciation etc. 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

Assets Schedule

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

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

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 USA)

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

unpacked 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, or in which you have an insurable interest, 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*

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 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

Cessation of work

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

- cessation of work (total or partial)
- cessation, 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

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

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 (relating to such a contract)

Contract services (in USA)

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*

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 premium, 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, in a straight line, down to its estimated residual value at the end of its useful life

Designated outside entity

an entity so designated in your Designated Outside Entity Schedule

Designated person

a person so designated in your Designated Persons Schedule

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

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

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 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*

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 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 mode, including telegram, fax and electronic means

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 item of insured equipment/property with equipment/property of the nearest (but no worse) specification, age and condition, and any labour, dismantling, freight and erection costs of the replacement equipment/property 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 actual 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 berth

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

Insured (carrying/handling) equipment

equipment specified in your Assets Schedule

Insured contract (in USA)

- 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 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 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 Assets 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 Assets Schedule

Insured trading area

the area stated in respect of each ship in your Assets 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

Joint service partner (see also *partner*)

a ship operator or NVOC 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

Landlord port authority

an authority which owns or is responsible for the infrastructure of a port, but which does not itself handle cargo (either directly or through subcontractors) and which itself undertakes activities or operates facilities (either directly or through subcontractors) in respect of which we insure it only if, and to the extent, specified in your policy

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 containers 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/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 your contract with your customer as payable in the event of a breach of the contract

Load broker

see *Broker*

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

liability, bodily injury, personal injury, illness, death, damage or costs

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

Market value

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

Material information

information and facts, and any changes in information and facts, which you know or ought to know, and which would influence us in fixing the premium or determining whether we will take the risk or accept an amendment which you seek, and, if so, on what terms, *including*:

- any material change/addition to information already given
- any merger, amalgamation or division affecting you
- opening/closing of business premises

Medical centre

premises providing medical services and staffed by qualified doctors or paramedics

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 asset with a new item of the nearest (but no worse) specification available, and any labour, dismantling, freight and erection costs of the replacement asset

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

Operation of airfield control tower

includes control only of aircraft on the ground and during take off and landing

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

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/ownership

includes lease purchase and bareboat charter

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

Picking

removal of a full pallet of a single product line from a storage position to fulfil an order

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

Pocking

selection of products to fulfil an order of less than a full pallet

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, weight or other characteristics, requires special arrangements for carriage

Property broker

see *Broker*

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 *or*
 - *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 s26(i) of the United Kingdom Nuclear Installations Act 1965 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)

Refurbishment

stripping equipment to its skeleton - in the case of a chassis this means to axles/frame - and then replacing *everything*, whether it needs replacement or not

Regulations

means *regulations made by any authority*

Reinstatement

in the case of:

- total loss of a building: Rebuilding
- total loss of an asset other than a building: New Replacement

Review date

the date on which your policy is reviewed as stated in your certificate

Risk

(legal) liability, loss, damage or costs

Road vehicle

a vehicle with integral means of mechanical or electrical propulsion for use on public roads, or a trailer or chassis designed to be attached to such a vehicle

Rolling Stock

railway wagon without integral means of mechanical or electrical propulsion

Seaman

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

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 your care, custody or control whether as a routine control measure or for a specific purpose in the course of your insured services, for example: to arrange carriage or delivery

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

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

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 2002* 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

Terms

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

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*

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*

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 USD 20,000 each item or set of items

Vertical tandem lift

lift of more than one container linked together vertically

War risks

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, 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
- mines, torpedoes, bombs, rockets, missiles, shells, explosives or other similar weapons of war, whether active or derelict

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, oxidisation, 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

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 *and*
- the providing of, or failure to provide, warnings or instructions

Your work

- any work or operations performed by you or on your behalf and
- 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 *and*
- the providing of, or failing to provide, warnings or instructions

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/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 the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:
 - 5.1.1 as specified at G2:36.3 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 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

2 We insure a Joint Assured:

in respect of its interest specified at 1 above and to the extent that we insure the assured *for*.

- 2.1 liabilities arising from condition/use of an item specified at 1 above
- 2.2 physical loss/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 comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 from the joint assured's own interest in the equipment, land or premises specified at 1 above

5 Payment

- We will pay claims for physical loss/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 loss payee 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 the assured and all joint assureds
**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/loss payee 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 Loss Payee

- 9.1 We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:
 - 9.1.1 as specified at G2:36.3 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 loss payee
- 9.3 We will serve notice to the loss payee:
 - 9.3.1 by post, fax or e mail to the loss payee or its broker, at the address or fax number last recorded by the Managers
 - 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

QUALIFICATIONS

3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
 - 3.1.1 will comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 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, agents or subcontractors

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 the assured and all joint assureds
- 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 G5:2 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

QUALIFICATIONS

3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
 - 3.1.1 will comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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, agents or subcontractors
 - 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 the assured and all joint assureds
- 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 G5:2 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 will comply fully with G2:29 (material information)

3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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, agents or subcontractors

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 the assured and all joint assureds

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 G5:2 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 the 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/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/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 comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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, agents or subcontractors
 - 4.2.2 own interest in the equipment, land or premises specified at 1 above

5 Payment

We will pay claims for physical loss/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 the assured and all joint assureds
- 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 G5:2 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 the cesser or reduction of insurance of an item without giving 15 days notice to the joint assured - *except*:
 - 9.1.1 as specified at G2:36.3 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:

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 for a claim directed against it

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:

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 for a claim directed against it

QUALIFICATIONS

3 Terms of Joint Assurance

3.1 A joint assured under this Clause:

3.1.1 will comply fully with G2:29 (material information)

3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 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, agents or subcontractors

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 the assured and all joint assureds

**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 in respect of insured equipment leased from the assured to the extent that the assured is insured

QUALIFICATIONS

3 Terms of Joint Assurance

3.1 A joint assured under this Clause:

3.1.1 will comply fully with G2:29 (material information)

3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 the assured and all joint assureds

**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 will comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 the assured and all joint assureds
- *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 it had itself incurred the liability

QUALIFICATIONS

3 Terms of Joint Assurance

- 3.1 A joint assured under this Clause:
- 3.1.1 will comply fully with G2:29 (material information)
 - 3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can 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 the assured and all joint assureds
- 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 G5:2 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 a limit stated in the assured's certificate. This aggregate limit is separate from the assured's limits in respect 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 sub-contractor 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 NORTH AMERICAN 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
 - 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 which 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 - as well as to terms relating to the joint assurance
 - 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 G2:19 and G6:1.3