

**LLOYD'S**

# ACCIDENTAL DAMAGE, FIRE & THEFT

UNDERWRITTEN BY

**LLOYD'S INSURANCE COMPANY S.A.**

*UNDER BINDING AUTHORITY No. B1735ND0059325*

*LLOYD'S INSURANCE COMPANY S.A. IS A BELGIAN LIMITED LIABILITY COMPANY (SOCIETE ANONYME / NAAMLOZE VENNOOTSCHAP) WITH ITS REGISTERED OFFICE AT BASTION TOWER, MARVELDPLEIN 5, 1050 BRUSSELS, BELGIUM*

LLOYD'S INSURANCE COMPANY S.A IS AN INSURANCE COMPANY SUBJECT TO THE SUPERVISION OF THE NATIONAL BANK OF BELGIUM. ITS FIRM REFERENCE NUMBER(S) AND OTHER DETAILS CAN BE FOUND ON [WWW.NBB.BE](http://WWW.NBB.BE).

WEBSITE: [WWW.LLOYDS.COM/BRUSSELS](http://WWW.LLOYDS.COM/BRUSSELS) E-MAIL: [ENQUIRIES.LLOYDSBRUSSELS@LLOYDS.COM](mailto:ENQUIRIES.LLOYDSBRUSSELS@LLOYDS.COM)

BANK DETAILS: CITIBANK EUROPE PLC BELGIUM BRANCH, BOULEVARD GENERAL JACQUES 263G, BRUSSELS 1050, BELGIUM - BE46570135225536.

WRIGHTWAY UNDERWRITING LTD IS REGULATED BY THE CENTRAL BANK OF IRELAND



Policy Document

The Coverholder acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within this Certificate.

The Coverholder is

Wrightway Underwriting Ltd  
Wrightway House  
Ardcavan Business Park  
Ardcavan  
Co. Wexford Y35FP8A  
Telephone: +353 (0) 53 9167100  
Email: [info@wrightway.ie](mailto:info@wrightway.ie)



AUTHORISED SIGNATURE

This Policy is only valid if it bears the signature of the Coverholder, on behalf of Lloyd's Insurance Company S.A.

This document is intended for use as evidence that the insurance, as described herein has been effected and shall be subject to all terms and conditions as contained in the Binding Authority Agreement between Wrightway Underwriting Limited and Lloyd's Insurance Company S.A. (Lloyds Brussels) as arranged by Miller Insurances Services LLP.

You are requested to examine this document and return it in the event of any Discrepancy and/or non acceptance of security.

Important: All material facts must be disclosed, failure to do so may invalidate your insurance. A material fact is one which is likely to influence an insurer in the assessment or acceptance of a risk.

Please remember to advise us of any change in circumstances.

The stamp duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990

#### CONSUMER

A natural person, not acting in the course of business, a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year of €3 million or less.

#### REGULATORY

- Wrightway Underwriting Ltd is regulated by the Central Bank of Ireland.  
Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2 Tel: +353 (0)1 224 6000
- Lloyd's Insurance Company S.A is an insurance company subject to the supervision of the National Bank of Belgium

#### INFORMATION YOU HAVE GIVEN US

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must answer all questions posed by Us honestly and with reasonable care and ensure the information is accurate and complete.

You must acknowledge and accept the following:

- (a) You have a duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions asked by Us in relation to the risk(s) to be insured.
- (b) a matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.
- (c) You have a duty to answer all questions asked by Us honestly and with reasonable care.
- (d) while We acknowledge that You have no duty of voluntary disclosure, You shall ensure that information which is voluntarily provided by You is provided honestly and with reasonable care.

#### Misrepresentation

- (a) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by You involves a negligent misrepresentation, the remedy available to Us shall reflect what We would have done had We been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if We would not have entered into the Policy on any terms, We may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if We would have entered into the Policy, but on different terms (excluding terms relating to the premium), the Policy is to be treated as if it had been entered into on those different terms if We so require;
  - (iii) if We would have entered into the Policy, but would have charged a higher premium, We may reduce proportionately the amount paid on a claim;
- (b) Where a claim is made under the Policy and where an answer by You involves a fraudulent misrepresentation or where any conduct by You involves fraud or any other kind, We shall be entitled to avoid the Policy.
- (c) Where misrepresentation occurs but no claims outstanding under the policy, We may
  - (i) give notice to You that in the event of a claim We will exercise the remedies in paragraphs (i) to (iii) above or
  - (ii) terminate the contract

## **CLAIMS PROCEDURE**

*This condition must be adhered to following any accident, injury, loss or damage, whether a claim is to be made or not.*

All accidents involving possible injury, loss or damage must be reported to Wrightway Underwriting Ltd, Wrightway House, Ardavan Business Park, Ardavan, Wexford, Ireland, Y35 FP8A within 48 hours of occurrence. Any writ summons or impending prosecution must be sent and/or notified to Wrightway Underwriting Ltd. immediately and a claim form and all relevant documentation must be submitted within 7 days from the date of occurrence.

In the event of an incident occurring, you must notify us as soon as is practically possible and in accordance with the terms of your Policy. We will not refuse indemnity solely for non-compliance with a specified notification period if that non-compliance does not prejudice us.

## **COMPLAINTS NOTICE – IRELAND**

Any complaint should be addressed to:

Complaints Officer  
Wrightway Underwriting Ltd  
Wrightway House  
Ardavan Business Park  
Ardavan  
Co. Wexford Y35 FP8A  
Telephone: +353 (0)53 9167100  
E-mail: [customersupport@wrightway.ie](mailto:customersupport@wrightway.ie)

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027 01/01/2019

## **SERVICE OF SUIT AND JURISDICTION CLAUSE**

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of Wrightway Underwriting Ltd, Wrightway House, Ardavan Business Park, Ardavan, Co. Wexford Y35FP8A who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

## **WORDINGS, CONDITIONS, CLAUSES, ENDORSEMENTS AND EXCLUSIONS APPLICABLE**

This insurance is to cover the Insured interests up to the above mentioned limits against accidental damage, and/or loss or damage arising from fire, theft, and/or attempted theft.

Excluding theft of Mobile Phones and/or CB equipment. Institute Cargo Clauses (A) CL.252 1.1.82 so far as applicable.

For the purpose of Claims for general average contribution, sue and labour charges and salvage charges recoverable hereunder the subject matter Insured shall be deemed to be insured for its full contributory value. Furthermore, claims for general average contribution, sue and labour charges and salvage charges recoverable hereunder shall be payable in full irrespective of deductible.

Institute War Clauses (Cargo) CL.255 1.1.82. Institute Strikes Clauses (Cargo) CL. 256 1.1.82.

Termination of Transit Clause (Terrorism) JC2001/056.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL370 dated 10/11/03.

Sanctions Limitation and Exclusion Clause JC2010/014 11/08/10. Excluding wear, tear and gradual deterioration.

LMA5402 Marine Cyber Exclusion.

Excluding electrical and mechanical derangement and breakdown. Excluding Consequential Loss such as loss of use.

Excluding accessories not fitted as standard unless disclosed on schedule.

Excluding loss or damage to your vehicle when possession is obtained by fraud, trickery or false pretences. Excluding damage to tyres from breaking, punctures, cuts or bursts unless these are caused in an accident. Excluding loss or damage arising from theft or attempted theft while the ignition keys are left in or on the vehicle. Excluding any loss resulting from repossession of the vehicle or restitution to its rightful owner.

For accidental damage cover to operate there must be evidence that an impact has occurred.

If you make a claim for any liability, loss or damage covered by any other insurance policy, we will only pay our share of the claim.

Excluding any claim arising where the Insured or any person entitled to be indemnified under this Policy is convicted or has a conviction pending whilst being under the influence of drink or drugs whilst driving. However, this exclusion shall not prejudice claims by any Insured who has employed any person who has fraudulently concealed any such conviction in gaining such employment.

Excluding any claim in excess of the insured value or market value of the vehicle whichever is the lesser, subject to the relevant policy deductible.

If you have been involved in a motor accident and want to make a claim, you should contact your insurance advisor immediately who will take all the details from you, provided you with a claim form, which should be completed and returned to them as soon as possible. Late notification may result in the refusal of the claim. In the event of an incident occurring, you must notify us as soon as is practically possible and in accordance with the terms of your Policy. We will not refuse indemnity solely for non-compliance with a specified notification period if that non-compliance does not prejudice us.

In respect of any event which may be the subject of indemnity under this Policy the Insurer will also pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of EUR 3,000.00 for any one incident.

In respect of any event which may be the subject of indemnity under this Policy the Insurer will also pay reasonable costs not exceeding the sum of EUR3,000.00 for any one incident incurred in towing or removing a damaged item of Insured's Property to either the nearest repairer or the Insured's premises whichever is the most cost effective.

In respect of any event which may be the subject of indemnity under this Policy the Insurer will also pay reasonable clean up costs subject to a limit of EUR3,000.00 for any one incident.

In the event of property being stolen or wilfully damaged immediate notice must be given to the Gardai/local Police Force.

### **SUBROGATION**

This refers and applies to any right We have to be subrogated to Your rights against some other person but You have not exercised those rights and might reasonably be expected not to exercise those rights because:

- I. You and the other person are members of the same family or cohabitants, or
- II. You expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under Your Policy.
  - (a) Where the other person is not insured in respect of their liability to You, We do not have the right to be subrogated to Your rights against that other person.
  - (b) Where the other person is so insured, We may not recover from the other person an amount greater than the amount that they may recover under their insurance policy.
  - (c) This does not apply where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.
  - (d) If You are an employer, we will not exercise Our right of subrogation against an employee except where a loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result

### **CANCELLATION AND COOLING-OFF PERIOD**

- (a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this Policy by notifying Us in writing within fourteen (14) working days of either:

- (i) the date You receive this Policy; or
  - (ii) the start of your Period of Insurance;
- whichever is the later

The Insurer will return to the Insured a proportionate part of the premium paid in respect of the unexpired term of the Policy subject to the following:

- (i) No refund will be allowed if an incident giving rise to a claim occurred during the period of insurance
- (ii) No refund will be allowed if the premium for the period of insurance has not been paid to Wrightway Underwriting Ltd

**CARE OF VEHICLE**

The Insured shall take all reasonable steps to safeguard the Insured Vehicle against loss damage or breakdown, maintain the Insured Vehicle in an efficient and roadworthy condition and comply with the European Communities (Vehicle Testing) Regulations where applicable.

The Insured shall also allow the Insurers Authorised Representative to inspect the Insured Vehicle at any time.

**FRAUD**

Lloyd's Underwriters are committed to identifying and acting on all types of fraud. We will not pay a claim which is in any part fraudulent or false or exaggerated, or if you, or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given any documents which are false or stolen. In such circumstances, we will cancel your policy and we will not return any premium.

The Insured must take all reasonable precautions concerning safety and use of the Insured Interests.

LBS00081 Service of Suit and Jurisdiction Clause LBS0007 Language Clause

LBS0027B Complaints Notice – Ireland LBS0045D Complaints Notice – UK

LBS0046B Data Protection Short Form Information Notice

LBS0047A Data Protection Consent Form Wordings - Proposal Stage LBS0048A Data Protection Consent Form Wordings - Claims Stage

LBS0060 Coverholder Appointment Agreement Interpretation Clause.

Notice for Use on Documentation Issued Under Full Binding Authorities held by Irish Coverholders LPO147F 01/01/12

**DEDUCTIBLES**

The Insured shall bear a deductible, each and every loss, Insurers only being liable for amounts in excess of the deductible.

The minimum deductibles applicable to each and every loss are as follows, or as may be agreed by Leading Underwriter.

EUR	1,000	in respect of:	Artics,
EUR	952	in respect of:	Rigids (with carrying capacity over 10 tons),
EUR	635	in respect of:	Rigids (with carrying capacity up to 10 tons),
EUR	952	in respect of:	Refrigerated Trailers,
EUR	635	in respect of:	Non-Refrigerated Trailers,
EUR	150	in respect of:	Vans, where driver is aged 25 to 70 years old.
EUR	500	in respect of:	Vans, where driver is aged 21 to 24 years old.

Refer to Leading Underwriter in respect of Vans, where driver is aged 19 to 20 years old.

All deductibles deemed "or equivalent in any other currency".

The above deductibles are also applicable to vehicles / trailers designed for tipping but in respect of claims whilst tipping a deductible of double the applicable amount shall apply.

Notwithstanding the foregoing it is understood and agreed that the Coverholder shall have the option to impose higher deductibles in respect of fire and/or theft losses where the insured vehicle is not in a locked/secure compound overnight.

If Protected Windscreen Cover is not taken up then excess EUR 400 or equivalent in any other currency, will apply in respect of windscreen claims.

Further deductibles apply as shown elsewhere herein in respect of Provisional Licence Holders.

Claims payable subject to the policy excess but deductions new for old not exceeding one third may be made at Underwriters discretion in respect of loss or damage to mechanical parts.

Underwriters shall also pay all costs and expenses incurred in removing the interest insured hereunder following an accident arising from an insured peril. Such costs and expenses to include transporting the vehicle to either repairers or Assured's premises.

It is understood and agreed that where required on a specified basis, insurances covering the territorial limits of Ireland/U.K./Western Europe may be extended, to include Tunisia and Morocco, subject to the following:-

Additional premium, as may be required by Coverholder, (to the Ireland/U.K./Western Europe rate).

Subject to an increased excess of EUR 2,410 each and every loss, in respect of claims occurring whilst in Tunisia and/or Morocco.

Subject to a maximum of 10 trips per annum. Further trips to be agreed by leading Underwriter prior to commencement.

Subject to prior advice to the Coverholder of each trip.

**DRIVER AND LICENCE REQUIREMENTS:**

As follows or Unless otherwise agreed by Leading Underwriter:

**Articulated Vehicles:**

Drivers must be 21 years of age, and be in possession of a full E.C. (Artic) licence.

Drivers under 21 years of age, where agreed by the Coverholder, shall be restricted to the 32 Counties of Ireland and U.K., and all claims shall be subject to a minimum deductible of EUR 5,000 each and every loss.

**Rigid Vehicles:**

Drivers must be 18 years of age and be in possession of a full or provisional licence but; Provisional Licence Holders:

- a) Subject to a deductible of EUR 3,800 or equivalent in any other currency, each and every loss.
- b) Subject to obtaining a full licence within 12 months of holding the second provisional licence.
- c) Subject to all drivers being restricted to the 32 Counties of Ireland and U.K.

**Vans:**

Usage: Social, Domestic and Pleasure and use for the carriage of the policyholder's own goods. Drivers must be aged 19 + with full/provisional licence.

All proposers must hold a minimum of 1 year No Claim Bonus or 1 year named driving experience. Operating: Within 32 counties of Ireland and United Kingdom only.

No "No Claims' Bonuses" or Experience Returns allowed, without prior agreement of the leading Underwriter.

**PROTECTED WINDSCREEN COVER:**

It is understood and agreed that on payment of an additional premium, as may be required by the Coverholder, per vehicle, that Protected Windscreen Cover may be effected, subject to a maximum limit of EUR 1,000 per vehicle per annual policy period, or in respect of vans only, EUR 500 any one claim in any one annual policy period provided repairs carried out by Coverholder's approved repairer, or EUR 127 if repaired by other repairers.

In consideration of this additional premium, if a windscreen claim occurs, then no deductible to apply.

If a vehicle is added mid-term then the additional premium, as may be required by the Coverholder, is payable in full. If cover not taken up then a deductible of EUR 400, or equivalent in any other currency, will apply.

Where an Insured has a history of windscreen losses, the Coverholder shall have the option of refusing Protected Windscreen Cover.

**BROKERS CANCELLATION CLAUSE**

It is hereby agreed between Underwriters and the Assured that in the event of the Assured or their Agents on whose instructions this Insurance may have been effected, failing to pay the Coverholder the premium or any instalment thereof, on the due date, such Insurance under this contract may be forthwith cancelled by the Coverholder giving to the Underwriters notice in writing, and the Underwriters will thereupon return to the Coverholder through whom this policy is effected, pro-rata premium from the date of notice or from such later date as cancellation may be required in the said notice.

Where amounts are shown as EUR they shall be deemed to be qualified "or equivalent in any other currency".

**CARGO WAR AND STRIKES CANCELLATION CLAUSE**

In respect of Marine, Air Cargo and Postal Insurance which cover the risks of War, Strikes, Riots and Civil Commotions, the following provisions shall apply to the Agreement and to any Open Cover granted by the Coverholder:

War risks may be cancelled at seven days' notice.

Strikes, Riots and Civil Commotions risks may be cancelled at seven days' notice or forty-eight hours' notice in respect of shipments and or sendings to or from the U.S.A.

Notice shall commence from midnight of the day when it is issued but cancellation shall not apply to any risks which have attached in accordance with cover granted hereunder before this cancellation becomes effective.

**(RE)INSURERS SEVERAL LIABILITY CLAUSE**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

09/02/09 LMA5123

22/6/00 NMA2863

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act, other than where the Consumer Insurance Contracts Act 2019 applies.

30/03/00 NMA2852

**NOTICE FOR USE ON DOCUMENTATION ISSUED UNDER FULL BINDING AUTHORITIES HELD BY IRISH COVERHOLDERS**

The Insurance Cover to which this document relates was granted by the holder of a binding authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936.

The holder of this binding authority is:

Wrightway Underwriting Ltd  
Wrightway House  
Ardcavan Business Park  
Ardcavan  
Co. Wexford Y35FP8A  
Telephone: +353 (0) 53 916 7100

who, in conjunction with Lloyd's Ireland Representative Limited, has all the powers required of him under the Insurance Acts and Regulations. Lloyd's Underwriters' branch address in Ireland is:

Lloyd's Representative Ireland Ltd  
7/8 Wilton Terrace  
Dublin 2 Ireland  
Tel: +353 1 6 441 000  
Email: LloydsIreland@lloyds.com

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) If this contract is subject to Irish law, in the event of a dispute arising under the Policy, Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in Ireland; such dispute shall be determined in accordance with the law and practice applicable in such Court;
- (ii) Any Summons, Notice or Process shall be served upon Lloyd's Ireland Representative Limited at the address stated above.

01/01/12 LPO147F

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11/08/10

JC2010/014

**COMMUNICABLE DISEASE EXCLUSION (Cargo)**

- 1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

JC2020-011

17 April 2020

## **INSTITUTE CARGO CLAUSES (A)**

### **RISKS COVERED**

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below. **RISKS CLAUSE**
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. **GENERAL AVERAGE CLAUSE**
3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters, who shall have the right, at their own cost and expense, to defend the Assured against such claim. **"BOTH TO BLAME COLLISION" CLAUSE**

### **EXCLUSIONS**

4. In no case shall this insurance cover **GENERAL EXCLUSIONS CLAUSE**
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 4.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 4.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 4.7. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. **UNSEAWORTHINESS AND UNFITNESS EXCLUSION CLAUSE**
  - 5.1. In no case shall this insurance cover loss damage or expense arising from Unseaworthiness of vessel or craft, Unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 5.2. The Underwriters waive any breach of the implied clause of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.
6. **WAR EXCLUSION CLAUSE**

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

  - 6.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2. capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3. derelict mines torpedoes bombs or other derelict weapons of war
7. **STRIKES EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage or expense

  - 7.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3. caused by any terrorist or any person acting from a political motive.

### **DURATION**

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



<p>9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods, as provided for in Clause 8 above, then this insurance shall also terminate <i>unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters</i>, either</p> <p>9.1. until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,</p> <p><b>or</b></p> <p>9.2. if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p> <p>10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</p>	<p><b>TERMINATION OF CONTRACT OF CARRIAGE CLAUSE</b></p> <p><b>CHANGE OF VOYAGE CLAUSE</b></p>
<b>CLAIMS</b>	
<p>11.</p> <p>11.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss, other than where the Consumer Insurance Contracts Act 2019 applies.</p> <p>11.2. Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.</p> <p>12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.</p> <p>This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.</p> <p>13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject- matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.</p> <p>14.</p> <p>14.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p> <p>14.2. <b>Where this insurance is on Increased Value the following clause shall apply:</b> The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.</p> <p>14.3. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	<p><b>INSURABLE INTEREST CLAUSE</b></p> <p><b>FORWARDING CHARGES CLAUSE</b></p> <p><b>CONSTRUCTIVE TOTAL LOSS CLAUSE</b></p> <p><b>INCREASED VALUE CLAUSE</b></p>
<p><b>BENEFIT OF INSURANCE</b></p> <p>15. This insurance shall not inure to the benefit of the carrier or other bailee.</p>	<p><b>NOT TO INURE CLAUSE</b></p>
<p><b>MINIMISING LOSSES</b></p> <p>16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p> <p>17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.</p>	<p><b>DUTY OF ASSURED CLAUSE</b></p> <p><b>WAIVER CLAUSE</b></p>
<p><b>AVOIDANCE OF DELAY</b></p> <p>18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.</p>	<p><b>REASONABLE DESPATCH CLAUSE</b></p>

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## INSTITUTE WAR CLAUSES (CARGO)

### RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

RISKS CLAUSE

GENERAL AVERAGE  
CLAUSE

### EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 3.7. any claim based upon loss of or frustration of the voyage or adventure
  - 3.8. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4.
  - 4.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 4.2. The Underwriters waive any breach of the implied clause of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

GENERAL  
EXCLUSIONS  
CLAUSE

UNSEAWORTHINES  
S AND UNFITNESS  
EXCLUSION CLAUSE

### DURATION

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

TRANSIT CLAUSE

- 5.3. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed to be the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently re-shipped to the original or any other destination, then *provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium*, such insurance reattaches
- 5.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on- carrying vessel for the voyage;
- 5.3.2. in the case of the subject-matter insured not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter such insurance terminates in accordance with 5.1.4.
- 5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the oversea vessel, but in no case beyond the expiry of 60 days after discharge from the oversea vessel unless otherwise specially agreed by the Underwriters.
- 5.5. *Subject to prompt notice to Underwriters, and to an additional premium if required*, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5:

"arrival" shall be deemed to mean the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge

"oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

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

**CHANGE OF VOYAGE CLAUSE**

#### CLAIMS

- 8.
- 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss, other than where the Consumer Insurance Contracts Act 2019 applies.
- 8.2. Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.
- 9.
- 9.1. If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.
- 9.2. **Where this insurance is on Increased Value the following clause shall apply:** The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

**INSURABLE INTEREST CLAUSE**

**INCREASED VALUE CLAUSE**

#### BENEFIT OF INSURANCE

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

**NOT TO INURE CLAUSE**

#### MINIMISING LOSSES

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

**DUTY OF ASSURED CLAUSE**

**WAIVER CLAUSE**

#### AVOIDANCE OF DELAY

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

**REASONABLE DESPATCH CLAUSE**

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

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## INSTITUTE STRIKES CLAUSES (CARGO)

### RISKS COVERED

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2. any terrorist or any person acting from a political motive.
2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

### RISKS CLAUSE

### GENERAL AVERAGE CLAUSE

### EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel
  - 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot and civil commotion
  - 3.8. any claim based upon loss of or frustration of the voyage or adventure
  - 3.9. loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

### GENERAL EXCLUSIONS CLAUSE

4.
  - 4.1. In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
  - 4.2. The Underwriters waive any breach of the implied clause of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

### UNSEAWORTHINESS AND UNFITNESS EXCLUSION CLAUSE

### DURATION

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

### TRANSIT CLAUSE

### TERMINATION OF CONTRACT OF CARRIAGE CLAUSE

7. Where, after attachment of this insurance, the destination is changed by the Assured, *held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.* **CHANGE OF VOYAGE CLAUSE**

**CLAIMS**  
8. **INSURABLE INTEREST CLAUSE**

8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss, other than where the Consumer Insurance Contracts Act 2019 applies.

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

9. **INCREASED VALUE CLAUSE**

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

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

9.2. Where this insurance is on Increased Value the following clause shall apply:  
The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

**BENEFIT OF INSURANCE**  
10. This insurance shall not inure to the benefit of the carrier or other bailee. **NOT TO INURE CLAUSE**

**MINIMISING LOSSES**  
11. It is the duty of the assured and their servants and agents in respect of loss recoverable hereunder **DUTY OF ASSURED CLAUSE**

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

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

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

**AVOIDANCE OF DELAY**  
13. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. **REASONABLE DESPATCH CLAUSE**

**LAW AND PRACTICE**  
This insurance is subject to English law and practice. **ENGLISH LAW AND PRACTICE CLAUSE**

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

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### **TERMINATION OF TRANSIT CLAUSE (TERRORISM)**

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE: either**
  - 1.1 As per the transit clauses contained within the Policy,  
**or**
  - 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,
  - 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,  
**or**
  - 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,
  - 1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,  
**whichever shall first occur.**
2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.
3. This clause is subject to English law and practice.

JC2001/056

### **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon. CL 370 10/11/2003

### **INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380 10/11/03

## DATA PROTECTION NOTICE

### Your personal information notice

#### **Who we are**

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

#### **The basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### **Other people's details you provide to us**

Where you provide us or your insurance agent or insurance broker with details about other people, you must provide this notice to them.

#### **Want more details?**

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website [www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels](http://www.lloyds.com/news-and-risk-insight/lloyds-subsiary-in-brussels) or in other formats on request.

#### **Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at:

Data Protection Officer,  
Wrightway Underwriting Ltd  
Wrightway House,  
Ardcavan Business Park,  
Ardcavan,  
Co. Wexford Y35FP8A  
Customer Services: +353 (0) 53 9167100  
Email: [dataprotectionofficer@wrightway.ie](mailto:dataprotectionofficer@wrightway.ie)

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.