



ذی اورینتال انشورنس کومپانی لمیٹڈ

**The Oriental Insurance Co. Ltd.**

(Regd. Office : "ORIENTAL HOUSE" A 25/27, Asaf Ali Road, New Delhi, India)

مسجل في شركات التأمين، التسجيل بموجب القانون الاتحادي رقم (٩) لعام ١٩٨٤ م. شهادة رقم ٣٧، مؤرخة في ١٢/٢٩/١٩٨٤ م.  
Registered in the Insurance Companies Register Under Federal Law No. (9) of 1984, Certificate No. 37 Dated 29th December 1984.

Issuing Office : Dubai, Sheikh Rashid Building , Above Bank of Baroda, Dubai Creek, Floor 3, Suite 303, Entrance from Rear.  
P.O. Box 478 DUBAI - U.A.E., Phone : +971 4 353 8688 / 353 7795, Fax: +971 4 353 1722, E-mail : ksm@oicgulf.ae, Cable : SOBHRAJ.  
"IN DUBAI SINCE 1959"

1/1/82

## INSTITUTE CARGO CLAUSES (A)

### RISKS COVERED

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| <p>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.</p> <p>2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.</p> <p>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.</p> | <p>Risks Clause</p> <p>General Average Clause</p> <p>"Both to Blame Collision" Clause</p> |
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### EXCLUSIONS

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| <p>4 In no case shall this insurance cover</p> <p>4.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>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)</p> <p>4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>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)</p> <p>4.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>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.</p> <p>5 5.1 In no case shall this insurance cover loss damage or expense arising from</p> <p style="padding-left: 20px;">unseaworthiness of vessel or craft,</p> <p style="padding-left: 20px;">unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,</p> <p style="padding-left: 20px;">where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p> <p>6 In no case shall this insurance cover loss damage or expense caused by</p> <p>6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p>6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p>6.3 derelict mines torpedoes bombs or other derelict weapons of war.</p> <p>7 In no case shall this insurance cover loss damage or expense</p> <p>7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p> <p>7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p>7.3 caused by any terrorist or any person acting from a political motive.</p> | <p>General Exclusions Clause</p> <p>Unseaworthiness and Unfitness Exclusion Clause</p> <p>War Exclusion Clause</p> <p>Strikes Exclusion Clause</p> |
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### DURATION

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| <p>8 8.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>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</p> <p>8.1.2.1 for storage other than in the ordinary course of transit or</p> <p>8.1.2.2 for allocation or distribution,</p> <p style="padding-left: 20px;">or</p> <p>8.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,</p> <p style="padding-left: 20px;">whichever shall first occur.</p> <p>8.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> | <p>Transit Clause</p> |
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9	<p>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>or</p> <p>9.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p>	Termination of Contract of Carriage Clause
10	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Voyage Clause
<b>CLAIMS</b>		
11	<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.</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>	Insurable Interest Clause
12	<p>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>	Forwarding Charges Clause
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.	Constructive Total Loss Clause
14	<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>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.</p>	Increased Value Clause
<b>BENEFIT OF INSURANCE</b>		
15	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause
<b>MINIMISING LOSSES</b>		
16	<p>It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder</p> <p>16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and</p> <p>16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised</p> <p>and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.</p>	Duty of Assured Clause
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.	Waiver Clause
<b>AVOIDANCE OF DELAY</b>		
18	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause
<b>LAW AND PRACTICE</b>		
19	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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### IMPORTANT NOTICE

Transit Clause (incorporating Warehouse  
to Warehouse clause)

The Transit Clause (formerly Warehouse to Warehouse Clause) covers the goods during the ordinary course of transit, but cover ceases immediately on delivery to a place for storage which is not in the ordinary course of transit or on delivery to a Warehouse for allocation or distribution. While the goods are in the ordinary course of transit and there is no delay within the Assured's control, cover continues until the expiry of 60 days after discharge from the overseas vessel or until delivery to the final warehouse or place of storage at the destination named in the Policy, whichever may first occur.

Attention is drawn to the fact that within the terms of this insurance, the Assured's rights may be prejudiced by delay within his control and failure to take prompt delivery or to act with reasonable despatch in all circumstances within his control.

### INSITUTE THEFT, PILFERAGE AND NON-DELIVERY (INSURED VALUE) CLAUSE

- (A) It is hereby agreed that the Policy covers the risk of Theft and/or Pilferage irrespective of percentage. No liability for loss to attach hereto unless notice of survey has been given to Under writer's Agents within 10 days of the expiry of risk under the Policy.
- (B) It is hereby agreed that this Policy covers the risk of Non-delivery of entire package for which the liability of the Shipowner or other Carrier is limited, reduced or negated by the Contract of carriage by reason of the value of the goods.

Underwriters to be entitled to any amount recovered from the carrier or others in respect of such losses (less cost of recovery , if any) up to the amount paid by them in respect of the loss.

### MALICIOUS DAMAGE CLAUSE

{ For use with Institute Cargo Clause (B) and (C) }

In consideration of an additional premium, it is hereby agreed that Clause 4.7 of the Institute Cargo Clause is deemed to be deleted and further that this insurance covers loss of or damage to the subject-matter insured caused by malicious acts of vandalism or sabotage, subject always to the other exclusions contained in this policy.

### INSTITUTE REPLACEMENT CLAUSE

In the event of loss of/or damage to any part or parts of an insured machine caused by a Peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable.

Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine.



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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  | Risks<br>Clause              |
| 1.1 | war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power   |                              |
| 1.2 | capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat  |                              |
| 1.3 | derelict mines torpedoes bombs or other derelict weapons of war.   |                              |
| 2   | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. | General<br>Average<br>Clause |

#### EXCLUSIONS

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

#### DURATION

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|-------|---|-------------------|
| 5     | 5.1 This insurance  | Transit<br>Clause |
| 5.1.1 | attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and  |                   |
| 5.1.2 | terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an oversea vessel at the final port or place of discharge,<br>or<br>on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,<br>whichever shall first occur;<br>nevertheless,<br>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,<br>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,<br>or<br>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,<br>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,<br>or  |                   |
| 5.2.2 | where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.  |                   |



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

(For the purpose of Clause 5

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

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

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

#### LAW AND PRACTICE

- 14 This insurance is subject to English law and practice.

English Law and Practice Clause

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



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1/1/82

## INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by Post)

### RISKS COVERED

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

Risks  
Clause

### EXCLUSIONS

- 2 In no case shall this insurance cover

General  
Exclusions  
Clause

- 2.1 loss damage or expense attributable to wilful misconduct of the Assured  
2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured  
2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)  
2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured  
2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein  
2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against  
2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft  
2.8 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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

War  
Exclusion  
Clause

- 3.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power  
3.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat  
3.3 derelict mines torpedoes bombs or other derelict weapons of war.

- 4 In no case shall this insurance cover loss damage or expense

Strikes  
Exclusion  
Clause

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

### DURATION

- 5 5.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either

Transit  
Clause

- 5.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein,  
5.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured 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 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,  
whichever shall first occur.

- 5.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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 the air carriers under the contract of carriage.

- 6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

Termination of  
Contract of  
Carriage Clause

- 6.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,  
or  
6.2 if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

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

Change of  
Transit Clause



## CLAIMS

- |    |      |   |                                |
|----|------|---|--------------------------------|
| 8  | 8.1  | In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss  | Insurable Interest Clause      |
|    | 8.2  | Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.  |                                |
| 9  |      | Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the 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.<br>This Clause 9, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 2, 3 and 4 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants. | Forwarding Charges Clause      |
| 10 |      | 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.   | Constructive Total Loss Clause |
| 11 | 11.1 | 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.<br>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.  | Increased Value Clause         |
|    | 11.2 | <b>Where this insurance is on Increased Value the following clause shall apply:</b><br>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.<br>In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.   |                                |

## BENEFIT OF INSURANCE

- |    |   |                     |
|----|---|---------------------|
| 12 | This insurance shall not inure to the benefit of the carrier or other bailee. | Not to Inure Clause |
|----|---|---------------------|

## MINIMISING LOSSES

- |    |   |                        |
|----|---|------------------------|
| 13 | It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder  | Duty of Assured Clause |
|    | 13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and  |                        |
|    | 13.2 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. |                        |
| 14 | 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

- |    |  |                            |
|----|--|----------------------------|
| 15 | 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

- |    |  |                                 |
|----|--|---------------------------------|
| 16 | 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.*



ذی اورینتال انشورنس کومپانی لیمٹد

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"IN DUBAI SINCE 1959"

1/1/82

## INSTITUTE WAR CLAUSES (AIR CARGO) (excluding sendings by Post)

### RISKS COVERED

- 1** This insurance covers, except as provided in Clause 2 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.
- Risks Clause

### EXCLUSIONS

- 2** In no case shall this insurance cover
- 2.1** loss damage or expense attributable to wilful misconduct of the Assured
- 2.2** ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3** loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4** loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5** loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6** loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7** loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8** any claim based upon loss of or frustration of the voyage or adventure
- 2.9** loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- General Exclusions Clause

### DURATION

- 3** **3.1** This insurance
- 3.1.1** attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
- 3.1.2** terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or
- on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur;
- nevertheless,
- subject to prompt notice to the Underwriters and to an additional premium*, such insurance
- 3.1.3** reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
- 3.1.4** terminates, subject to 3.2 and 3.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or
- on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 3.2** If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or oversea vessel, then, subject to 3.3 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 aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or oversea vessel. 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 intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 3.2
- 3.2.1** where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses, or
- 3.2.2** where the on-carriage is by oversea vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.
- Transit Clause



3.3	If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, <i>provided notice is given to the Underwriters before the commencement of such further transit and subject to an additional premium</i> , such insurance reattaches		
3.3.1	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 aircraft for the transit;		
3.3.2	in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge; thereafter such insurance terminates in accordance with 3.1.4.		
3.4	<i>Subject to prompt notice to Underwriters, and to an additional premium if required</i> , 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 the air carrier under the contract of carriage.		
(For the purpose of Clause 3 "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)			
4	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>	Change of Transit Clause	
5	<b>Anything contained in this contract which is inconsistent with Clauses 2.8, 2.9 or 3 shall, to the extent of such inconsistency, be null and void.</b>		
<b>CLAIMS</b>			
6	6.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause	
	6.2 Subject to 6.1 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.		
7	7.1 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.	Increased Value Clause	
	7.2 <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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.		
<b>BENEFIT OF INSURANCE</b>			
8	This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause	
<b>MINIMISING LOSSES</b>			
9	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder	Duty of Assured Clause	
	9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and		
	9.2 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.		
10	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	
<b>AVOIDANCE OF DELAY</b>			
11	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.	Reasonable Despatch Clause	
<b>LAW AND PRACTICE</b>			
12	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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"IN DUBAI SINCE 1959"

١٠١/٨٢\*

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## INSTITUTE STRIKES CLAUSES (AIR CARGO)

### RISKS COVERED

- 1 This insurance covers, except as provided in Clause 2 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.

Risks  
Clause

### EXCLUSIONS

- 2 In no case shall this insurance cover
- 2.1 loss damage or expense attributable to wilful misconduct of the Assured
- 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)
- 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
- 2.5 loss damage or expense arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein
- 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against
- 2.7 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the aircraft
- 2.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
- 2.9 any claim based upon loss of or frustration of the voyage or adventure
- 2.10 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
- 2.11 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

### DURATION

- 3 3.1 This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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
- 3.1.1 on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
- 3.1.2 on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either
- 3.1.2.1 for storage other than in the ordinary course of transit or
- 3.1.2.2 for allocation or distribution
- or
- 3.1.3 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.
- 3.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is 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.
- 3.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 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 the air carriers under the contract of carriage.
- 4 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 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
- 4.1 until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,
- or
- 4.2 if the subject-matter is forwarded within the said period of 30 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 3 above.

Transit  
Clause

Termination of  
Contract of  
Carriage Clause

- 5 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  
Transit  
Clause



CLAIMS

- 6

6.1

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.

6.2

Subject to 6.1 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.
- 7

7.1

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.

7.2

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

- 8

This insurance shall not inure to the benefit of the carrier or other bailee.
- Not to Inure Clause

MINIMISING LOSSES

- 9

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

9.1

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

9.2

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.
- 10

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

- 11

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

- 12

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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### INSTITUTE CLASSIFICATION CLAUSE 01/01/2001

#### QUALIFYING VESSELS

- 1) This Insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and/or interest carried by mechanically self-propelled vessels of steel construction classed with classification Society which is:
  - 1.1 a Member or Associate Member of the International Association of Classification Societies(IACS) or
  - 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter island route within an archipelago of which that nation forms part)

Cargoes and/or interests carried by vessels not classed as above must be notified promptly to underwriters for rates and conditions to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable commercial market terms.

#### AGE LIMITATION

- 2) Cargoes and/or interests carried by Qualifying vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed.

Bulk or combination carries over 10 years of age or  
Other vessels over 15 years of age unless they:-

- 2.1 have been used for the carriage of general cargo on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age or
- 2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels (OHGCS) and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### CRAFT CLAUSE

- 3) The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

#### NATIONALITY FLAG SOCIETY

- 4) A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

#### PROMPT NOTICE

- 5) Where this insurance requires the assured to give prompt notice to the Underwriters, the right to cover is dependent upon compliance with that obligation.

#### LAW AND PRACTICE

- 6) This insurance is subject to English law and practice.





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### IMPORTANT CLAUSE

### بند هام

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (I.R.C.E.C.)  
DT. 1.10.1990

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 OF WAR EMPLOYING ATOMIC OR NUCLEAR FISSION AND/OR FUSION OR OTHER LIKE REACTION OF RADIOACTIVE FORCE OR MATTER.

استثناء بند تأسيس التلوث بالنظائر المشعة (ب م ت ن م) تاريخ ١٠/١٠/١٩٩٠ م

يكون هذا البند هو الأول ويلغى أي شيء متضمن في هذا التأمين يتعارض معه .

١- ولا بأي حال من الأحوال سيفغطي هذا التأمين مسؤولية الضرر أو النفقات المباشرة أو النفقات المسببة مباشرة أو غير مباشرة أو تمت المساهمة بها أو نشأت عنها .

١-١ التأين الإشعاعي من أو التلوث بالنظائر المشعة من قبل أي قود نووي أو من أية نفايات نووية، أو من احتراق القود النووي .

٢-١ الخصائص الإشعاعية أو السامة أو المتفجرة أو أية خصائص تلوثية لأي منشأة نووية، أو مفاعل نووي أو أي مجمع نووي، أو مكوناتها النووية .

٣-١ أو سلاح أو حرب تستخدم الذرة أو أي انشطار/انصهار نووي أو أي تفاعل آخر مماثل للمادة أو القوة الإشعاعية .

(Registered Office : Oriental House A - 25/27, Asaf Ali Road, New Delhi - INDIA)



ذی اورینٹال انشورنس کومپانی لیمٹد

**The Oriental Insurance Co. Ltd.**

(Regd. Office : "ORIENTAL HOUSE" A 25/27, Asaf Ali Road, New Delhi, India)

مسجل في شركات التأمين، التسجيل بموجب القانون الاتحادي رقم (٩) لعام ١٩٨٤ م. شهادة رقم ٣٧، مؤرخة في ١٩٨٤/١٢/٢٩ م.  
Registered in the Insurance Companies Register Under Federal Law No. (9) of 1984, Certificate No. 37 Dated 29th December 1984.

Issuing Office : Dubai, Sheikh Rashid Building , Above Bank of Baroda, Dubai Creek, Floor 3, Suite 303, Entrance from Rear.  
P.O. Box 478 DUBAI - U.A.E., Phone : +971 4 353 8688 / 353 7795, Fax: +971 4 353 1722, E-mail : ksm@oicgulf.ae, Cable : SOBHRAJ.  
"IN DUBAI SINCE 1959"

Our Ref. \_\_\_\_\_ Your Ref. \_\_\_\_\_ Date : \_\_\_\_\_

### **CARGO ISM ENDORSEMENT**

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

- a) Either that such vessel was not certified in accordance with the ISM Code.
- b) Or that a Current Document of Compliance was not held by her owners or operators.

As required under the SOLAS Convention 1974 as amended.

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

**For THE OREINTAL INSURANCE CO LTD**

### **CHIEF AGENTS**

Chief Agents : ARMAH, DUBAI  
(Regd. Office "ORIENTAL HOUSE" A25/27, ASAF ALI ROAD, NEW DELHI, INDIA)





ذی اورینتال انشورنس کومپانی لمیٹڈ

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## INSTITUTE STRIKES CLAUSES (CARGO)

### RISKS COVERED

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

### EXCLUSIONS

- |  |   |
|--|---|
| <p>3 In no case shall this insurance cover</p> <p>3.1 loss damage or expense attributable to wilful misconduct of the Assured</p> <p>3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured</p> <p>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)</p> <p>3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured</p> <p>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)</p> <p>3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</p> <p>3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion</p> <p>3.8 any claim based upon loss of or frustration of the voyage or adventure</p> <p>3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter</p> <p>3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.</p> | <p>General<br/>Exclusions<br/>Clause</p>                          |
| <p>4 4.1 In no case shall this insurance cover loss damage or expense arising from</p> <p style="padding-left: 20px;">unseaworthiness of vessel or craft,</p> <p style="padding-left: 20px;">unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,</p> <p style="padding-left: 20px;">where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</p> <p>4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</p>  | <p>Unseaworthiness<br/>and Unfitness<br/>Exclusion<br/>Clause</p> |

### DURATION

- |  |                           |
|--|---------------------------|
| <p>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</p> <p>5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p>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</p> <p>5.1.2.1 for storage other than in the ordinary course of transit or</p> <p>5.1.2.2 for allocation or distribution,</p> <p style="padding-left: 20px;">or</p> <p>5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,</p> <p style="padding-left: 20px;">whichever shall first occur.</p> <p>5.2 If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> <p>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.</p> | <p>Transit<br/>Clause</p> |
|--|---------------------------|

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 <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, either</i>		Termination of Contract of Carriage Clause
6.1	until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,		
	or		
6.2	if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above.		
7	Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.</i>		Change of Voyage Clause
CLAIMS			
8	8.1	In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.	Insurable Interest Clause
	8.2	Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.	
9	9.1	If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	Increased Value Clause
	9.2	<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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.	
BENEFIT OF INSURANCE			
10	This insurance shall not inure to the benefit of the carrier or other bailee.		Not to Inure Clause
MINIMISING LOSSES			
11	It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder		Duty of Assured Clause
	11.1	to take such measures as may be reasonable for the purpose of averting or minimising such loss, and	
	11.2	to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised	
	and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.		
12	Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.		Waiver Clause
AVOIDANCE OF DELAY			
13	It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.		Reasonable Despatch Clause
LAW AND PRACTICE			
14	This insurance is subject to English law and practice.		English Law and Practice Clause

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