



Mothership Technologies, Inc.  
Urus Insurance Services - Zach Taylor

Welcome to Freight  
Protection 2.0

# Orinoco

## Dynamic Shippers Interest Insurance

## **DISCLAIMER**

### **NOTE:**

1. Coverage through Loadsurance is provided by Participating Insurers (attaching to BAA UMR: B0611CV230857)  
*60% Tokio Marine Kiln - Lloyd's Underwriter Syndicates 510/KLN (80%) & 1880/TMK - Lloyd's One Lime Street, London EC3M 7HA, UK*  
*15% Convex Insurance UK Limited - LIRMA - 52 Lime Street, London, EC3M 7AF United Kingdom*  
*15% Antares- Lloyd's Underwriter Syndicate 1274/AUL - Lloyd's*  
*5% Axis- Lloyd's Underwriter Syndicate No. 1686/AXS - Lloyd's*  
*5% Aegis - Lloyd's Underwriter Syndicate No. 1225/AES - Lloyd's*
2. This is Surplus Lines Insurance and may be subject to additional taxes and fees.
3. Attached is the IMPORTANT DISCLOSURE NOTICE regarding The Terrorism Risk Insurance Act. Please note that coverage for Terrorism is automatically included for the Insured.

## Complaints Procedure – Fast and Simple – Working to Improve our Service

Loadsurance intends to provide best in class service across the globe. If our service falls below the standard our clients reasonably expect and they have cause for complaint, we endeavor to ensure that at the appropriate stage the matter is handled fairly and promptly by a suitably senior and independent member of staff.

To Expedite our response time and effectively meet your concerns, we kindly request you provide us with as much information as possible, including:

- Your full name, address, and contact details
- Outline of your complaint
- Relevant reference numbers: Policy number, Claims number, and Certificate number.
- Details of any company or party involved in your transaction with us
- Insurance Agent and Agency

### IF YOU HAVE A COMPLAINT:

#### Please Contact:

Justin Murphy – Global Compliance Officer

By Telephone – +44 7973 627828

By Email – [Complaints@loadsurance.net](mailto:Complaints@loadsurance.net)

**Compliance Officer in writing at:** Loadsurance, The Minster building, Great Tower St London, EC3R 7AG United Kingdom; or by telephone at +44 2072 803133

If we cannot immediately resolve your complaint we will write to you within 5 business days of its receipt – our acknowledgement will include a copy of our complaints procedure. If we are unable to settle your complaint, you may be entitled to refer it to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4567 / Email: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Claims Handling

Our claims process is quick, simple and transparent; we strive to make you whole for your loss and to enable you to focus on your business.

To do this, you must immediately notify Loadsurance in the unfortunate event of loss or damage to your goods.

### **New Claims should be reported to Loadsurance:**

To notify us, please call our Claims Representatives directly at the number **1-720-336-1684** or contact us via email at: [claims@loadsurance.net](mailto:claims@loadsurance.net).

### **Documentation**

To deal with claims promptly, we require the following documents to properly consider settlement (not an exhaustive list):

1. Commercial invoice;
2. Packing list, if applicable;
3. Proforma invoice;
4. Original Bill of Lading and / or Consignment note and/or other documentation evidencing the contract of carriage (front and reverse side needed);
5. Certificate of Origin, if applicable;
6. Air waybill and/or sea waybill if applicable;
8. Outturn report (for cargo that is short-landed or non-delivered);
9. Customs invoice;
10. Delivery receipts;
11. Police report, if applicable;
12. Fire report, if applicable;
13. Photographic evidence of your loss;

### **Additional Documents Specific to Perishable Goods:**

14. Condemnation certificates (issued by authorities confirming goods destroyed);
15. Health certificates;
16. Ships temperature log and/or temperature log from your mode of transportation;

*Loadsurance Claims may advise of the need for a survey. If a survey is necessary, Loadsurance Claims will make arrangements through their local network.*

### **General Average and/or Salvage**

If any cargo is carried by ocean transport and the carrier declares "General Average", the Carrier will have instructed an "Average Adjuster" who in turn will contact the Bill of Lading Holders and demand General Average Security in a recognized form.

The documents provided by the Average Adjuster should be completed by the Insured and forwarded to Loadsurance Claims so that Cargo Insurers can arrange for the necessary G.A Securities to be provided on behalf of the Insured. It is recommended that in the first instance the Insured should contact Loadsurance Claims for guidance on what they have received and they need to complete before forwarding them.

## Declarations

Licenses	Name	License#	Expiration Date
Excess Lines Licensee:	Ursus Insurance Service Inc.	2694134	06/25/2025
Designated Responsible Producer	Nathan Trimble	2667440	08/31/2025

## Policy Information

Named Assured:	Mothership Technologies, Inc.
Location of risk:	Texas, USA
Policy/Certificate Number:	ORO-250268-25
Effective Date:	October 31, 2025
Expiration Date:	October 31, 2026

## Premium & Fees

Premium:	USD Premium Earned against reported Exposures
Broker/Carrier Fees:	USD 0.00
TX Stamping Fee:	0.075%
TX Surplus Lines Tax:	4.85%
<b>TOTAL PREMIUM:</b>	USD Premium assessed and invoiced monthly

## Surplus Lines Notices

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

**OCEAN CARGO INSURANCE DECLARATIONS PAGE**

<p><b>THE ASSURED</b>  (1)</p>	<p><b>Mothership Technologies, Inc.</b> 106 E 6th Ste 900-908 Austin, Texas 78701</p>	<p><b>Issue Date:</b> October 31, 2025  <b>Policy No.</b> ORO-250268-25</p>
<p><b>INTEREST INSURED</b> (4)</p>	<p>The interests insured under this policy are: All lawful goods and interests, including property of others which the Insured has a responsibility to insure, consisting primarily of, but not limited to General Merchandise, consumer goods and electronics, construction equipment (containerized or not for inland transits), Temperature Controlled Goods (subject to institute cargo clauses (a) CL423 01/03/2017), Personal Effects, Automobiles, Vessels, parts, etc.</p> <p><b>Subject to the following commodity exclusions:</b></p> <p><b>Cash &amp; Financial Instruments</b> Documents, negotiable documents or instruments, monies of every description, securities, bonds, bullion, stamps, credit and debit cards including telephone calling cards.</p> <p><b>Pharmaceuticals</b> (other than FDA approved 'over-the-counter' pharmaceuticals which are not excluded), nutraceuticals (other than FDA approved 'over-the-counter' nutraceuticals which are not excluded), Narcotics/narcotic based substances including but not limited to Marijuana, CBD, THC.</p> <p><b>Luxury Goods:</b> Furs, precious stones, jewelry, high-value watches, perfumes, high-value watches, perfumes, antiques and art, tobacco or tobacco products.</p> <p><b>Tech Goods:</b> Digital cameras, microchips, motherboards and/or memory of any kind which is not part of a complete system, mobile telephones, mobile telephones components, parts and accessories, digital camera photo sticks.</p> <p><b>Live Animals / Plants:</b> Living creatures and life forms of any type (other than plants and flowers for retail distribution).</p> <p><b>Other:</b> Satellites, coal, nuclear fuel, explosives, firearms, ammunition, Used Household Goods and Personal Effects (other than vehicles and vessels).</p>	
<p><b>ATTACHMENT AND TERMINATION</b> (5)</p>	<p>Effective from 12:00 am, <b>October 31, 2025</b> to 12:00am, <b>October 31, 2026</b></p>	
<p><b>PREMIUM</b> (14)</p>	<p>Estimated Annual Premium of <b>\$166,501.00</b> based on estimated annual insured values of \$214,110,638.00</p> <p>No minimum premium due at inception.</p> <p>Shipments may be reported and insured via API Integration, Monthly shipment reports, or through portal issued certificates, with premium calculated per the Loadsure Dynamic pricing model or at the following rate schedule, <b>unless otherwise agreed by endorsement:</b></p> <p><b>Rates are subject to review on a quarterly basis based on a 60% loss ratio threshold.</b></p>	
<p><b>RATE CARD</b></p>	<p>All shipments are subject to a <b>0.27 per \$100</b> subject to a <b>\$21.50 minimum premium.*</b></p> <p><i>Above rates are to be deployed effective November 17, 2025.</i></p>	

<p><b>VALUATION (12)</b></p>	<p><b>Goods and/or Merchandise and/or Property Under Invoice:</b> Valued at amount of invoice, including all charges included in the invoice and including prepaid or advance freight and/or freight payable if not already included in the charges, plus 10%;</p> <p><b>Used Goods and/or Used Merchandise and/or Used Property:</b> Valued at actual cash value at the time of loss at the originally intended destination.</p> <p><b>If Shipped Free of Charge, or for an Amount Not Reflective of Actual Value or in the Absence of an Invoice:</b> Valued at Fair Market Value at the time and place of shipment.</p> <p>In the event, The Insured receives instructions to value the goods and/or merchandise and/or property on a basis differing from the valuation provisions contained in this policy and/or its endorsements or "As Per Declarations", then the goods and/or merchandise and/or property are to be valued in accordance with such instructions, provided such valuation is declared and not objected to by The Insurer prior to any known or reported loss or accident.</p>
<p><b>LIMITS OF LIABILITY (9)</b></p>	<p>\$2,000,000.00 per any one Vessel or Air Conveyance / Connecting Conveyance          \$NIL per any one Barge Conveyance          \$2,000,000.00 per any one FTL / FCL Truck or Rail Conveyance          \$250,000.00 per any one LTL / LCL Truck or Rail Conveyance          \$NIL per anyone FTL / FCL Cross Border Truck or Rail Conveyance between U.S. and Mexico          \$NIL per anyone LTL / LCL Truck or Rail Conveyance to / from / within Mexico          \$NIL per anyone Inland Transit beginning in and ending in Mexico          \$7,500.00 per anyone Package or Parcel Post Sending          \$2,000,000.00 War Limit</p> <p><i>Higher limits may be available as may be needed for specific contracts or customers. These requests would be subject to underwriting review and approval, rates, terms and conditions, and deductibles determined on a risk by risk basis.</i></p> <p><i>Shipments over the limits detailed above are subject to underwriting approval. However, prior approval granted on commodities supported by Standard Operating Procedures on file with underwriters.</i></p>
<p><b>DEDUCTIBLE (13)</b></p>	<p>A per claim deductible of <b>\$100.00</b> shall apply to each and every claim.</p>
<p><b>GEOGRAPHICAL LIMITS (6)</b></p>	<p>This policy covers all goods and/or merchandise and/or property while at and while transported from ports and/or places anywhere in the World, to ports and/or places anywhere in the World; including the risk of transshipment by land, air, water, or otherwise.</p> <p>Coverage is specifically <b>Included</b> for shipments both originating and ending within and between the forty-eight (48) contiguous states of the United States of America, except waterborne transit. Coverage is specifically <b>Excluded</b> for foreign inland transits, and cross border shipments to/from Mexico. Coverage is specifically <b>Included</b> for shipments to/from or within Canada.</p> <p><b>Subject to the following excluded territories:</b> Belarus, Crimea, Cuba, Iran, North Korea, Syria, Ukraine, Russia, Venezuela, Afghanistan, Iraq, Myanmar, Sudan and South Sudan.</p> <p>The following territories are excluded unless specially declared and accepted by Underwriters prior to shipment:</p> <p>Afghanistan, Angola, Bangladesh, Bosnia &amp; Herzegovina, Burundi, Cameroon, Central African Republic, Chad, in Comoros, Democratic Republic of Congo, Dominican Republic, Eritrea, Ethiopia, Guatemala, Guinea, Guinea-Bissau, Haiti, Honduras, Iraq, Kenya, Kyrgyzstan, Laos, Lebanon, Libya, Madagascar, Mali, Mauritania, Mexico, Mozambique,</p>

	<p>Myanmar, Nicaragua, Nigeria, Papua New Guinea, Paraguay, Republic of Congo, Russia, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Sudan &amp; South Sudan, Tajikistan, The Democratic Republic of Congo, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Uganda, Uzbekistan, Vanuatu, Venezuela, Yemen, Zimbabwe and any other country where their local legislation decrees insurance must be effected locally.</p>
<p><b>CONDITIONS OF COVERAGE (10)</b></p>	<p>Unless otherwise specified herein, all goods, merchandise and property are insured, Per Loadsure Dynamic Shippers Interest Insurance Terms and Conditions:</p> <p>Institute Cargo Clauses (A) - CL382 01/01/09</p> <p>General goods and/or merchandise as declared are insured against direct physical loss or damage during transit by truck including handling, loading and unloading by a peril insured against subject to the terms, conditions and exclusions of the Contract and Certificate. Our liability always under this contract shall not exceed any Limit stated in the Certificate. In order to recover under this Contract, You must have an insurable interest in the Subject Matter Insured at the time of loss.</p> <p><b>Temperature Sensitive goods</b> transported by truck insured against all risks of physical loss or damage per Institute Frozen/ Chilled Food Clauses (a) - 12 (shipments up to \$100,000.00 in insured value) or 24 (shipments over \$100,000 in insured value) Hours Breakdown - CL423 01/03/2017 (Amended as per Appendix A attached)</p> <p>It is a condition precedent to coverage that</p> <ol style="list-style-type: none"> <li>1. Temperature monitors to be fitted to each container/truck and claims for temperature variation will require uninterrupted temperature data for the duration of the transit.</li> <li>2. MTC coverage is in place for all carriers with minimum limit of USD 100,000 and reefer extension.</li> </ol> <p><b>Express Warranties for Cross Border (Shipments to/from or within Mexico), unless agreed to otherwise:</b></p> <p>It is hereby noted and agreed the following are to apply, with effect from inception, for all shipments to/from and within Mexico:</p> <p><b>Express Warranties:</b></p> <ul style="list-style-type: none"> <li>● Warranted GPS in Trucks for all inland Transits, mandatory use of Toll Highways and within daylight hours.</li> <li>● Unattended Vehicle and Overnight Parking Clause: <ul style="list-style-type: none"> <li>○ Warranted through the currency of this insurance the carrying conveyance and the goods insured shall not be left unattended and the carrying capacity of the carrying conveyance shall not be exceeded. Notwithstanding the above, unattended conveyance is allowed for a short period of interval for the purpose of: <ul style="list-style-type: none"> <li>■ Allowing the driver to the restroom &amp;/or have a quick meal;</li> <li>■ Allowing the driver to make phone call for asking help for repair &amp;/or towage in the event of vehicle break down;</li> </ul> </li> <li>■ Allowing the driver to have a phone call back to Insured's office for replacement of a driver in case of a sudden illness</li> </ul> </li> </ul> <p>Subject to:</p> <ul style="list-style-type: none"> <li>■ The doors of the carrying vehicle shall be securely locked, the windows shall be properly closed, and the key shall not be left in the truck.</li> <li>■ If overnight parking is necessary, it is warranted that: <ul style="list-style-type: none"> <li>● The vehicle should be parked in a car park with 24 hours CCTV/security guard.</li> <li>● All windows, doors and goods compartment should be completely closed</li> </ul> </li> </ul>

	<p>and securely locked.</p> <ul style="list-style-type: none"> <li>• The key of the vehicle must be kept by the driver at all times of overnight parking.</li> </ul> <p><b>Exclusions – Commodity Specific:</b></p> <p><b>General Goods &amp; Merchandise Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Excluding Rust, Oxidation or Discoloration unless caused by water ingress</li> <li>2. Excluding Mechanical or Electrical Derangement unless obvious cause is shown</li> <li>3. Excluding vermin or insects and mold or mildew</li> </ol> <p><b>Machinery Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Excluding Rust, Oxidation or Discoloration unless caused by water ingress</li> <li>2. Excluding Marring, Denting, Chipping or Scratching on used machinery</li> <li>3. Excluding Mechanical or Electrical Derangement unless obvious cause is shown</li> </ol> <p><b>Refrigerated and Perishables Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Excluding Bulk items</li> <li>2. Excluding Fish Meal</li> <li>3. Excluding Rejection by any consignee or governmental authority</li> </ol> <p><b>Household Goods &amp; Personal Effect Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Excluding marring, denting or scratching</li> <li>2. Excluding rust, oxidation and discoloration</li> <li>3. Excluding any type of pre-existing damage</li> <li>4. Excluding mechanical or electrical derangement</li> <li>5. Excluding mold or mildew</li> <li>6. Excluding glass, marble or mirrors</li> </ol> <p><b>Automobiles &amp; Automobile Parts &amp; Watercraft Exclusions</b></p> <ol style="list-style-type: none"> <li>1. Excluding marring, denting, chipping or scratching</li> <li>2. Excluding rust, oxidation and discoloration</li> <li>3. Excluding any type of pre-existing damage</li> <li>4. Excluding mechanical or electrical derangement</li> </ol>
<p><b>Proof of Delivery Warranty</b></p>	<p>It is warranted Loadsure reserves the right to deem coverage null and void in the event the Proof of Delivery is signed off with no evidence of damage and the shipper reports the claims 6 or more days after the executed Proof of Delivery date.</p> <p>If damage is discovered after the 5 day period, the burden of proof is on the shipper to prove damage occurred in ordinary course of transit prior to the proof of delivery.</p>
<p><b>SECURITY</b></p>	<p>100% - Loadsure UK Ltd.</p>



**THE INSURANCE COMPANY SIGNATORY  
HERETO (HEREINAFTER CALLED “THE  
INSURER”)  
BY THIS POLICY OF MARINE CARGO INSURANCE IN  
CONSIDERATION OF PREMIUM AS AGREED DOES  
INSURE  
“As Per Declarations”  
(HEREINAFTER REFERRED TO AS “THE  
INSURED”**

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## Section 1 – Your Policy

### Introduction

1. This policy contains a clause which may limit the amount payable.
2. Your Contract is underwritten by subscribing Lloyd's Syndicates/Insurers named in the Certificate and authorised by the Prudential Regulation authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority.
3. Your Contract and Certificate form a legally binding contract between Loadsure, subscribing Lloyd's Syndicates/Insurers named in the Certificate, and You, the Insured named in the Certificate. This Contract and any Certificate, endorsement(s) and Institute Clause should be read as if they are one document.
4. We will insure You during any Period of Insurance for which We have accepted Your premium. Our liability will in no case exceed the amount of any sum insured or limit of indemnity stated within this Contract, the Certificate or any endorsement to this Contract.
5. Please read these documents carefully. The cover that you have is shown in the Certificate. If the Contract and the Certificate do not provide You with the protection You want either now or at any time in the future, please inform your representative.
6. This insurance Contract has been based on the answers that You gave Us on Your presentation and information that You provided presenting the risk to Us. You must tell Us of any change in this information as soon as possible since failure to do so could invalidate Your Contract. You must tell Us of any information or fact that might influence Us in deciding the terms and conditions upon which We issue You, the Premium We charge or whether to insure You.

Any reference to the singular will include the plural and vice versa. Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof. Any heading in this Contract is for ease of reference only and does not affect its interpretation.

### Fraudulent claims

The entire Contract of Insurance and any loss or claim thereunder will be void if, whether before or after a loss, You have:

- A. intentionally concealed or Intentionally misrepresented any material fact or circumstance;
- B. engaged in fraudulent conduct; or
- C. made false statements;

relating to the Contract of Insurance or any loss or claim thereunder.

In the event that any provision of this clause is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this clause and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

## Reasonable precautions

You shall take all reasonable precautions and / or measures to prevent, minimize or mitigate any loss or damage that may give rise to a claim under this Contract.

## Our contract with you

This Contract is a contract of insurance between the Named Insured and Us and contains all the details of the cover We provide.

This Contract is made up of:

- A. The Contract wording. It states what is covered, sets out the claims procedures, Exclusions and other terms and conditions of coverage;
- B. The most current Contract Certificate issued by Us. The Certificate is a separate document unique to You. It includes any changes, Exclusions, terms and conditions applicable to You; and
- C. Any other written changes advised by Us in writing (such as an endorsement). These written changes vary or modify the above documents.

Note, only those coverages shown in the Certificate are insured.

## Currency

The currency of this contract will be as stated in the Certificate. The values stated in the Policy Wording, Certificate and other applicable documentation are those stated in the currency stated in the Certificate. If the Certificate does not state a currency, the currency will be the place of domicile of the Insured.

## Law and jurisdiction applicable to the contract

### **Choice of Law and Jurisdiction**

This policy shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of Institute Service of Suit Clause (U.S.A.) CL 355 1.11.92.

### **Service of suit**

It is agreed that in the event of the failure of the Underwriters severally subscribing this insurance (the Underwriters) to pay any amount claimed to be due hereunder, the Underwriters, at the request of the Assured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Notwithstanding any provision elsewhere in this insurance relating to jurisdiction, it is agreed that the Underwriters have the right to commence an action in any court of competent jurisdiction in the United States of America, and nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to remove an action to a United States Federal District Court or to seek remand therefrom or to seek a transfer of any suit to any other court of competent jurisdiction as permitted by the laws of the United States of America or any state therein.

Subject to the Underwriters' rights set forth above:

It is further agreed that the Assured may serve process upon any senior partner in the firm of:

**For Lloyd's Underwriters:**

Lloyd's America, Inc  
Attention: Legal Department  
280 Park Avenue, East Tower, 25th Floor  
New York, NY 10017

**For Convex Insurance UK Limited:**

Locke Lord LLP  
Brookfield Place  
200 Vesey Street, 20 Floor  
New York, NY 10281-2101  
Tel: 212-415-8600  
Attention: Zachary N. Lerner

With respect to risks subject to the jurisdiction of California, the Assured may serve process on the following contact:

Locke Lord LLP  
300 S. Grand Avenue  
Suite 2600  
Los Angeles, CA 90071  
Attention: Jonathan F. Bank

With respect to risks subject to the jurisdiction of Maine, the Assured may serve process on the following contact:

Kenneth Keene, c/o CT Corporation System  
128 State Street, #3  
August, ME 04330

With respect to risks subject to the jurisdiction of Rhode Island, the Assured may serve process on its surplus lines broker or the following contact:

CT Corporation System  
450 Veterans Memorial Parkway  
Suite 7A  
East Providence, RI 02914

and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

The right of the Assured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. For the purpose of suit as herein provided the word Assured includes any mortgagee under a

ship mortgage which is specifically named as a loss payee in this insurance and any person succeeding to the rights of any such mortgagee.

Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof.

## Several Liability Clause

**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

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

The proportion of liability under this contract underwritten by an 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 an 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 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.

## Sanction limitation and exclusion clause (JC2010/014)

We shall not be deemed to provide cover and We shall not 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 Us 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.

## Definitions

In this Contract certain words have special meanings. They have the same meanings wherever they appear. These words are as follows and are shown with a capital letter:

**Us, We, Our** shall mean Loadsure (*on behalf of subscribing Lloyd's Syndicates/Insurers named in the Certificate*).

**Deductible** shall mean the amount stated in this Contract, the Certificate or any endorsement to this Contract for which You are responsible and which will be deducted from any payment under this Contract as ascertained after the application of all other terms and conditions of this Contract.

**Insured, You, Your, Assured** means the individual, partnership, corporation or other entity named in the Certificate.

**Period of insurance** means the period of insurance stated in the Certificate.

**Certificate** means the Certificate attaching to and forming part of the Contract, including any Certificate substituted for the original Certificate.

**Conveyance** means any mode of transport by way of air and/or land and/or water.

**Subject Matter Insured** means goods and interests as set out in the Certificate, including property of others which You have a responsibility and agreed to insure prior to loss or damage.

**Geographical Limits** shall mean from ports and / or places anywhere in the World to ports and / or places anywhere in the World including all domestic and / or internal transits as required.

Subject to the following excluded territories:

Belarus, Crimea, Cuba, Iran, North Korea, Syria, Ukraine, Russia, Venezuela, Afghanistan, Iraq, Myanmar, Sudan and South Sudan.

The following territories are excluded unless specially declared and accepted by Underwriters prior to shipment:

Afghanistan, Angola, Bangladesh, Bosnia & Herzegovina, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Dominican Republic, Eritrea, Ethiopia, Guatemala, Guinea, Guinea-Bissau, Haiti, Honduras, Iraq, Kenya, Kyrgyzstan, Laos, Lebanon, Libya, Madagascar, Mali, Mauritania, Mexico, Mozambique, Myanmar, Nicaragua, Nigeria, Papua New Guinea, Paraguay, Republic of Congo, Russia, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Sudan & South Sudan, Tajikistan, The Democratic, Republic of Congo, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Uganda, Uzbekistan, Vanuatu, Venezuela, Yemen, Zimbabwe and any other country where their local legislation decrees insurance must be effected locally.

## Section 2 – The Cover

### Insuring agreement

In consideration of Your payment to Us of the premium specified in the Certificate, We agree to insure Your Subject Matter Insured against direct physical loss or damage during transit including handling, loading and unloading by a peril insured against subject to the terms, conditions and exclusions of the Contract and Certificate. Our liability always under this Contract shall not exceed any Limit stated in the Certificate. In order to recover under this Contract, You must have an insurable interest in the Subject Matter Insured at the time of loss.

This Contract only applies to the transportation of the cargo specified under the unique identifier, as declared in the Certificate, that commence during the Period of Insurance specified in the Certificate or during any subsequent period that We have accepted premium for. All other unique identifiers, and/or transportation of cargo outside of those declared in the Certificate of this Contract are not covered under this contract of insurance.

### Insuring Conditions

#### For Shipments by Water

Institute Cargo Clauses (A) – CL382 01/01/09 however,

In respect of **Temperature Sensitive Products** coverage will be in accordance with:

Institute Frozen/Chilled Food Clauses (A) – **12 Hours Breakdown** – CL423 01/03/2017 (Appendix A) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values less than or equal to USD/CAD 100,000** or;

Institute Frozen/Chilled Food Clauses (A) – **24 Hours Breakdown** – CL423 01/03/2017 (Appendix B) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values which exceed USD/CAD 100,000**.

Institute Cargo Clauses (B) – CL383 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute Cargo Clauses (C) CL 384 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute War Clauses (Cargo) – CL385 01/01/09

Institute Classification Clause – CL354 01/01/01

Institute Strikes Clauses (Cargo) – CL386 01/01/09

#### For Shipments by Air

Institute Cargo Clauses (Air) (excluding sendings by Post) – CL259 01/01/09 however,

In respect of **Temperature Sensitive Products** coverage will be in accordance with:

Institute Frozen/Chilled Food Clauses (A) – **12 Hours Breakdown** – CL423 01/03/2017 (Appendix A) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values less than or equal to USD/CAD 100,000** or;

Institute Frozen/Chilled Food Clauses (A) – **24 Hours Breakdown** – CL423 01/03/2017 (Appendix B) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values which exceed USD/CAD 100,000**

Institute War Clauses (Air) – CL388 01/01/09

Institute Strikes Clauses (Air Cargo) – CL252

### **For Shipment by Rail or Road**

Institute Cargo Clauses (A) – CL382 01/01/09 however,

In respect of **Temperature Sensitive Products** coverage will be in accordance with:

Institute Frozen/Chilled Food Clauses (A) – **12 Hours Breakdown** – CL423 01/03/2017 (Appendix A) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values less than or equal to USD/CAD 100,000** or;

Institute Frozen/Chilled Food Clauses (A) – **24 Hours Breakdown** – CL423 01/03/2017 (Appendix B) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values which exceed USD/CAD 100,000**

Institute Cargo Clauses (B) – CL383 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute Cargo Clauses (C) CL384 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute Strikes Clauses (Cargo) – CL386 01/01/09

### **For Shipments by Water – On Deck**

Consignments shipped on deck of the carrying Vessel, with the knowledge and consent of the Insured and for which an On Deck Bill of Lading is issued, are subject to Institute Cargo Clauses (C) – CL384 01/01/09. However, where Consignments are shipped in fully enclosed standard containers, cover is subject to the provisions of Insuring conditions for Shipments by Water above applying to under deck shipments by water, even though such containers may be stowed on deck.

### **Sendings by Post**

Institute Cargo Clauses (A) – CL382 01/01/09 however,

In respect of **Temperature Sensitive Products** coverage will be in accordance with:

Institute Frozen/Chilled Food Clauses (A) – **12 Hours Breakdown** – CL423 01/03/2017 (Appendix A) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values less than or equal to USD/CAD 100,000** or;

Institute Frozen/Chilled Food Clauses (A) – **24 Hours Breakdown** – CL423 01/03/2017 (Appendix B) which shall replace Institute Cargo Clause (A) for these cargo interests, **with values which exceed USD/CAD 100,000**

Institute Cargo Clauses (B) – CL383 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute Cargo Clauses (C) CL 384 01/01/09 (replaces (A) if specifically mentioned in the Certificate)

Institute War Clauses (Sendings by concealed Post) – CL390 01/03/09

### **Conditions Precedent to Coverage (applicable to Temperature Sensitive products):**

**For Temperature Sensitive products of all values, It is a condition precedent to coverage that:**

- Temperature monitors to be fitted to each container/truck and claims for temperature variation will require uninterrupted temperature data for the duration of the transit.
- MTC coverage is in place for all carriers with minimum limit of USD/CAD 100,000 and reefer extension.
- All shipments to be temperature controlled.

**For Temperature Sensitive products of values exceeding USD/CAD 100,000, the following conditions precedent also apply in addition to the above:**

- Vehicle shall not be left unattended for a period exceeding 1 hour (applicable to road transit only).
- Vehicle left unattended for any period must have all entry points to the vehicle locked or sealed with a bolt and all keys must have been removed from such Vehicle (applicable to road transit only).
- The power unit may only be detached from the trailer containing the insured cargo in an enclosed, monitored or otherwise secured lot (applicable to road transit only).

## Limits of liability

We shall not be liable for more than the amounts set out in the Certificate.

If the total value at risk exceeds the limit(s) of liability provided by this Contract, You shall nevertheless report the full amount at risk to Us for our agreement and shall pay full premium thereon. Acceptance of such reports and premium shall not alter or increase the limit(s) of liability, but We shall be liable for the full amount of coverage up to, but not exceeding the applicable limit(s) of liability.

The limit of liability with respect to the coverages provided for in the General Average and / or Salvage Charges shall not be separate from, or in addition to, the limit of liability set forth above and shall not be separate from or in addition to any other limit(s) of liability set forth in this Contract.

## Basis of Valuation

Imports/Exports – Invoice Cost plus charges of Insurance and Freight plus 10% plus duty and taxes if incurred.

All other goods covered hereunder, which are not subject of a purchase or sales invoice – Fair market value at time and place of shipment.

## Deductible

All claims for loss, damage or expense resulting from any one Occurrence, shall be adjusted as one claim and one Deductible shall apply, unless otherwise stated.

Notwithstanding the foregoing, in respect of transit losses only, claims recoverable under the Institute Cargo Clauses (C) and claims for general average, salvage charges and sue and labour charges shall be payable in full.

## Natural Catastrophe Definition

Natural Catastrophe shall be understood to mean earthquake, seaquake, earthquake shock, seismic and / or volcanic disturbances / eruption, hurricane, tropical storm, tropical depression, rainstorm, storm, storm surge, severe storm, winter storm, thunderstorm, windstorm, tropical storm, tempest, tornado, cyclone, typhoon, tidal wave, tsunami, flood, hail/hailstorm, winter weather/freeze, winter storm, ice storm, weight of snow, avalanche, any falling objects (including but not limited to meteor, asteroid and satellite), solar wind/storm, liquefaction, landslip, landslide, mudslide, bush fire, forest fire, wildfires, brushfires, sinkhole collapse and earth movement, and shall also include all ensuing losses therefrom not otherwise excluded.

## Occurrence Definition

The term Occurrence wherever used in this Policy means the sum of all individual losses or series of individual losses resulting from or arising out of and directly occasioned by any one insured event regardless of the number of Insured Locations affected. Occurrence so defined shall be limited to:

A. 72 consecutive hours as regards a Natural Catastrophe;

B. 72 consecutive hours as regards any Occurrence which includes individual loss or losses from any of the causes mentioned in A above;

and no individual loss from whatever insured cause, which occurs outside these periods or areas, shall be included in that Occurrence.

You may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, You may divide that event into two or more Occurrences provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to You in that event during the Period of Insurance.

## Location Definition

Any building, tank, silo, dock, wharf, pier, bulkhead (or groups thereof) bounded on all sides by public streets or open waterways or open land space, each of which shall be not less than fifty feet wide, (for the purposes of this definition, any bridge or tunnel crossing such street or waterway or open space shall render such separation inoperative unless equipped with fire wall and/or doors or other approved methods whereby the buildings etc. on either side are currently designated as separate fire areas by qualified fire surveyors). Each separate designated fire area is deemed to be a separate location for the purposes of this insurance.

## Proof of attachment

This contract shall cover and attach for the shipment(s) of Cargo by any Conveyance as per the issuance date and estimated time specified in the certificate, not exceeding 30 days.

## Accumulation Clause

Should there be an accumulation of interest beyond the transit limits expressed in this Contract by reason of any interruption in transit beyond Your control, or by reason of any casualty and/or transshipping point and/or connecting conveyance, then subject to prompt notice by You, We shall hold covered such excess interest and shall be liable for the full amount at risk, but in no event to exceed USD/CAD 10,000,000 per vessel, unless increased with prior agreement of the Underwriters. It is hereby understood and agreed that this Clause is applicable solely to goods in the due course of transit.

## Section 3 – Coverage Extensions

Notwithstanding anything contained in the terms and conditions of this policy, the following extensions shall be paramount and apply subject to no increase to limits of liability provided in the certificate, unless specifically stated:

### Additional Expenses

Limit: USD/CAD 10,000 per Occurrence.

In the event of damage to the Subject Matter Insured giving rise to a claim hereunder, We shall pay all and any reasonable additional expense incurred by You up to the Limits set out above, including any additional costs incurred by You for the procurement of replacement product, of a like quality, to satisfy existing or future obligations to customers, in discharging, handling, storing, reloading, or transporting sound or damaged goods, by any means, other than the normal methods, or other than at normal cost.

Expenses recoverable under the above clause shall be in addition to any sue and labour or other expenses which may be recoverable elsewhere under this Contract.

We are to be credited with any recovery where such charges are recovered under General Average or from the carriers.

### Both To Blame

Where the Subject Matter Insured are shipped under a Bill of Lading containing the so called "Both-to-Blame Collision" Clause, We agree (as to all losses covered by this Contract) to indemnify You for this Contract's proportion of any amount (not exceeding the Limit insured) which You may be legally bound to pay the ship-owners under such Charter Party. In the event that such liability is asserted You agree to immediately notify Us, who shall have the right at Our own cost and expense to defend You against such claim. You agree to provide reasonable assistance in any such defense.

### Buyer's Interest

In respect of the Subject Matter Insured purchased by You on CIF or similar terms where the Seller is responsible for effecting insurance on conditions more restrictive than ICC (A), this Contract will indemnify You in respect and to the extent of claims which they fail to recover from the insurance effected by the Seller.

This Contract applies only to physical loss or damage which is or would be recoverable under the conditions of this Contract applicable to similar interest bought or sold on terms that You are responsible for effecting insurance.

The existence of this Contract must not be disclosed to any third party.

All rights and benefits against the Seller and / or Sellers interest and / or Carriers and / or other are to be subrogated to Us.

Any assignment of this Contract or of any interest claim hereunder shall discharge Us from all liability.

### Cargo Ism Forwarding Charges Clause (4.6.98)

In consideration of an additional premium to be agreed by Us, this Contract is extended to reimburse You, up to the Limit insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the Subject Matter Insured to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either:

a) to such vessel not being certified in accordance with the ISM Code; or

b) to a current Document of Compliance not being held by her owners or operators.

As required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms, conditions and exclusions contained in the Contract.

## Cargo ISM Premium

Subject to the amount recoverable under the Cargo ISM Forwarding Charges Clause above being limited to 20% of the limit of liability for the voyage or USD 25,000 whichever is the lesser amount, We agree to waive the additional premium due for the forwarding charges cover.

## Ceramics, Fragile And Glass Deductible Clause

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that, with respect to the Subject Matter Insured that are fragile in nature, made of glass or ceramic, the Deductible in respect of these interests, whilst in transit, will be 10% of the whole shipment value, subject to a minimum of USD/CAD 2,500 per Occurrence. If fragile goods do not make up the entirety of the shipment, the whole shipment value shall mean the total value of all goods that are fragile in nature or glass or ceramic. Whole shipment value will be deemed to be the whole value inside a container, the whole value inside a truck or the whole value inside a rail car as appropriate.

## Concealed Damage

This Contract covers physical loss and/or damage to the Subject Matter Insured which is discovered upon unpacking and/or opening of containers, cases and/or packaging, provided that the containers, cases and or packaging is opened within sixty (60) consecutive days after discharge at the final destination, shall be deemed to have occurred during the insured transit, irrespective of Your attachment of interest hereunder, unless it can be shown to have occurred after arrival and following cessation of the insured transit.

If physical damage is discovered after the 60 day period, but the damage occurred during the period of coverage under this Contract, the burden to show when the damage occurred shall revert to You.

Nevertheless, any containers, cases and/or packaging showing signs of external damage are to be opened and examined immediately upon arrival and any loss reported in accordance with the claims procedures herein.

## Consequential Loss

This Contract covers consequential loss reasonably and necessarily incurred by You as a result of

a) Physical loss of or damage to the Subject Matter Insured recoverable under this Contract  
b) And / or as a result of delay to the Subject Matter Insured whilst in transit caused by the carrying conveyance suffering physical loss or damage from:

- i). fire or explosion;
- ii). vessel being stranded, grounded, capsized or sunk;
- iii). collision or contact of vessel or conveyance with any external object other than water;
- iv). General Average sacrifice.

This clause will not cover:

a) any pecuniary penalties imposed under contract;

b) any claim for loss of future orders

Cover under this Clause is limited to either the insured value of the insured shipment, or USD/CAD 25,000 per Occurrence, whichever is the less.

Coverage hereunder is also subject to You contributing to each and every loss recoverable hereunder in the proportion of 20% of the gross amount of the loss, We will pay the balance of 80% subject to the foregoing limits.

## Consolidation & Deconsolidation

The Contract is extended to cover the Subject Matter Insured whilst on the premises of freight forwarders, export packers, consolidators, truckers, warehouseman or others for the purpose of storage incidental to transit, packing or repacking, consolidation, deconsolidation, containerization, decontainerization or similar for a period not exceeding sixty (60) consecutive days.

## Container Demurrage Charges

This Contract is extended to cover demurrage and / or late penalties assessed against, and paid by You for late return of containers when said containers are retained by You upon Our instruction or from Our appointed surveyors for investigation of loss or damage which may be recoverable hereunder. However, We shall not be liable for any demurrage charges which may be assessed against You for delay caused by strike, lockout, stoppage or restraint of labor. The time period for which We shall be liable for said charges shall begin at the time We or our appointed surveyors instruct You in writing to retain the containers for inspection and end at time the appointed surveyor instructs You to return the containers.

Cover under this extension is for the sole benefit of the Insured named in this Contract and is not assignable.

## Continuation

In case of short shipment in whole or in part, or if the Subject Matter Insured be shipped by, or transhipped to another vessel and/or vessels, to be carried beyond, or discharged short of destination, or in the event of deviation, change of voyage or vessel, or any interruption beyond Your control, or other variation beyond Your control, or other variation of the voyage or risk, this insurance shall nevertheless cover the Subject Matter Insured until safe arrival and delivery at destination, provided prompt notice be given to Us when such facts are known to You.

## Control of Damaged Goods Clause (applicable to Manufacturers only).

It is agreed that in the event of damage to goods insured under this policy, the Assured shall retain control of all damaged goods. The Assured, however, agrees whenever practicable to recondition and sell such goods after removal of all brands and trademarks, the Company being entitled to the proceeds from such sale. It is further agreed the Company will be consulted and allowed to inspect any damaged goods prior to any disposal or sales of such property.

Where it is agreed by both the Assured and the Company that the disposal or sale of such damaged goods is detrimental to the Assured's interest (or which the Assured will be unable to sell or dispose of under their agreement with any trade associations) such damage will be treated as a constructive total loss, and the goods shall be destroyed in the presence of a representative of the Company.

## Cutting Clause

In the event of physical damage or breakage to the Subject Matter Insured caused by an insured peril, it is agreed the damaged length or portion shall be cut off, the remaining length or portion be considered as sound and We shall be liable only for the insured value of the length or portion which has been lost by being broken off or cut off. In addition, We shall be liable for the cost of cutting.

## Debris Removal Clause

This Contract is extended to reimburse You, in addition to any other amount recoverable hereunder, for extra expense reasonably incurred for the removal and disposal of debris of the Subject Matter Insured, or part thereof, damaged or destroyed by the operation of an insured peril, but excluding absolutely:

- a) Any expense incurred in consequence of or to remove, dispose, prevent or mitigate pollution or contamination, or any threat thereof or liability thereof; and / or
- b) The cost of removal of cargo from any vessel or craft.

In no case shall We be liable under this clause for more than 10% of the proportionate value of the damaged Subject Matter Insured, subject to a maximum of USD/CAD 25,000 any one Occurrence.

## Deliberate Damage – Pollution Hazard

This Contract is extended to cover, only whilst the Subject Matter Insured is aboard a waterborne conveyance, physical loss of or damage to the Subject Matter Insured directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Contract if the Subject Matter Insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

## Door To Door Shipments

As may be declared from time to time by You, risk commences from the time the Subject Matter Insured is removed from its storage location at the warehouse, place of loading or place of storage or at a Location named within the Schedule for the commencement of transit until delivered to its designated final destination, place of delivery, receiving warehouse including the risk whilst remaining on quay or wharves and / or in warehouses or sheds whilst awaiting shipment for a period not exceeding sixty (60) consecutive days in the ordinary course of transit. Any period in excess of sixty (60) consecutive days held covered at a rate to be arranged, subject to prompt advice thereof being given to Us.

## Duty &/Or Taxes

This Contract is extended to cover increased value of Subject Matter Insured by reason of payment of duty and / or taxes at the port or place of destination, but to apply only such duty and / or taxes are imposed and if the risk was declared to Us.

Subject to the same clauses and conditions as the insurance on Subject Matter Insured and to pay the same percentage of loss (excluding charges and expenses) as the original insurance but excluding claims in respect of:

- a) Total loss of whole or part of the cargo prior to the duty and / or taxes becoming payable;
- b) General average, salvage and / or salvage charges arising from any casualty occurring prior to the duty and / or taxes becoming payable.

Liability hereunder shall be calculated on the actual amount of duty and / or taxes paid or the amount insured whichever is the lower and in ascertaining the amount of claim recoverable hereunder, credit shall be given for any rebate or refund of duty or taxes, which may become allowable.

It is warranted that You will use reasonable efforts to obtain abatement or refund of duties and / or taxes paid or claimed in respect of goods lost, damaged or destroyed and when We so elect shall surrender any portion of the merchandise to the Customs and / or other Authorities concerned, in which event the claim hereunder shall be for the value of the said merchandise so surrendered and the expenses incidental thereto.

## Expediting Expense

Coverage is extended to indemnify You for the reasonable and necessary additional expense incurred following a covered loss to obtain repairs or replacement on an expedited basis. These costs are limited to the following expediting costs:

- (1) The additional cost to ship replacement property or replacement parts by express freight;
- (2) The increased costs of repairs due to the cost of overtime labor to effect repairs more quickly than would otherwise have been possible;
- (3) The increased costs to obtain replacement documentation and customs clearance more quickly than would otherwise have been possible;

This coverage extension is applicable immediately upon discovery of loss for Subject Matter Insured sustaining physical damage; instances involving non-delivery or lost shipments are subject to sixty day waiting period before this coverage becomes available.

These costs will only apply in the event that said costs mitigate a recoverable loss under this insurance.

The most the Company will pay under this coverage extension is USD/CAD 10,000 any one Occurrence or 10% of the insured value of the Subject Matter Insured, whichever is less.

## Fumigation

In the event of physical loss or damage to the Subject Matter Insured caused by fumigation, We agree to indemnify You for such loss or damage, and You hereby agree to subrogate to Us any recourse You may have against third parties. This clause does not extend to cover loss or damage caused by customary fumigation applied prior to inception of the risk nor to fumigation arising from inherent vice of the Subject Matter Insured. In no case shall We be liable under this clause for more USD/CAD 10,000 any one Occurrence.

## General Average And Salvage Charges

General Average and/or Salvage Charges, if incurred, are payable in accordance with the contract of affreightment or, if there be no contract of affreightment, payable in accordance with either the laws and usages prevailing at the port of destination or at the termination of the voyage or in accordance with a foreign statement.

We shall be liable for only such proportion of general average and salvage charges as the amount declared for insurance purposes (less any particular average for which We are liable hereunder) bears to the contributory value of the Subject Matter Insured hereby insured, but in no event shall Our liability exceed the applicable Limit of liability as stated in the Schedule.

Our Limit of liability with respect to the coverage provided for in the General Average and/or Salvage Charges and/or Special Charges shall not be separate from, or in addition to, the Limit of liability set forth above and shall not be separate from, or in addition to any other Limit(s) of liability set forth in this Contract.

## Increased Value on Arrival (including Duty/Surcharges)

In the event that the Insured incurs a liability for and/or is required to pay any freight costs and/or duty and/or any other charges on arrival at the place where these or any of them become due then the insured value of the subject-matter insured shall be increased accordingly if such charges have not been included in the original basis of valuation. Subject always to this coverage forming part of the original Limits of Liability contained in this Contract of Insurance.

## Institute Dangerous Drugs Clause

It is understood and agreed that no claim under this Contract will be paid in respect of drugs to which

the various International Conventions relating to Opium and other dangerous drugs apply unless  
a) the drugs shall be expressly declared as such in the Contract and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the Contract

and

b) the proof of loss is accompanied either by a license, certificate or authorization issued by the Government of the country to which the drugs are consigned showing that the importation of the consignment into that country has been approved by that Government, or, alternatively, by a license, certificate or authorization issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government;

and

c) the route by which the drugs were conveyed was usual and customary.

## Interruption of Transit

It is agreed that Subject Matter Insured taken out of ordinary transit upon instructions of surveyors appointed by or on behalf of Us for the purpose of establishment of physical loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment, without payment of additional premium or advice to Us, during such interruption or suspension of transit until disposed of by delivery to and acceptance by the original consignee or by sale or otherwise, provided that during such interruption or suspension You comply with the surveyor's instructions.

## Label Clause

In case of physical damage affecting labels, capsules or wrappers, We, if liable therefore under the terms of this Contract, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the Subject Matter Insured, but in no event shall We be liable for more than the Limit of Liability of the damaged Subject Matter Insured.

## Machinery

When the Subject Matter Insured under this policy includes a machine or article consisting when complete for sale or use of several parts, then in case of physical loss or damage covered by this insurance to any part of such machine or article, We shall be liable only for the proportion of the insured value of the part lost or damaged, or at Your option, for the cost and expense, including labor and forwarding charges, of replacing or repairing the lost or damaged part; but in no event shall We be liable for more than the insured value of the complete machine or article.

## Misuse of Bills of Lading

This Contract covers physical loss of or damage to the subject-matter insured caused by the utilisation of legitimate bills of lading and/or other shipping documents without the authorisation and/or consent of the Insured, its agents or the shipper.

This Contract also covers physical loss incurred by the Insured through the acceptance by the Insured, its agents or the shipper of fraudulent bills of lading, shipping receipts, messenger receipts or other shipping documents.

## No Risk After Discharge Clause

Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed, that where Cargo is exported to the following territories or regions, this insurance will cease upon completion of discharge overseas of the Subject Matter Insured from the overseas vessel at the final port of discharge. This insurance will not cover any storage, temporary or otherwise, nor any inland transit, be this by river, road or rail, in the territories or regions defined below, unless prior written agreement has been obtained from Underwriters.

Afghanistan, Angola, Bangladesh, Belarus, Bosnia & Herzegovina, Burundi, Cambodia, Cameroon, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Dominican Republic, Eritrea, Ethiopia, Guatemala, Guinea, Guinea-Bissau, Haiti, Honduras, Iraq, Kenya, Kyrgyzstan, Laos, Lebanon, Libya, Madagascar, Mali, Mauritania, Mexico, Mozambique, Myanmar, Nicaragua, Nigeria, Papua New Guinea, Paraguay, Republic of Congo, Russia, Serbia, Somalia, South Sudan, Sri Lanka, Sudan, Sudan & South Sudan, Tajikistan, The Democratic Republic of Congo, Trinidad and Tobago, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, Ukraine/Russia, Uzbekistan, Vanuatu, Venezuela, Yemen, Zimbabwe.

## Other Insurance

Notwithstanding that a third party may have arranged insurance covering the subject-matter insured, with or without the Insured's instructions to so insure, the Insured may elect that this Contract is the primary insurance with full rights of subrogation against any such other insurance to be maintained. In no case shall this insurance contribute in double insurance.

## Packing Clause

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured, Insurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defence against the claim in any case where the packing or preparation was carried out by a party other than the named Insured and the insufficiency or unsuitability arose without the named Insured's privity or knowledge. For the purpose of this clause "packing" shall be deemed to include stowage in a container or other similar inter-modal method of unit load.

The Insured agrees to assist Insurers in all respects to pursue rights of recovery against sellers and/or other responsible third parties.

The above agreement does not remove Insurers' rights of subrogation against packers and/or their Insurers.

## Pair, Set Or Parts

In the event of physical loss of or damage to:

- a) any article which is a part of a pair or set, the measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set;
- b) any part of property covered consisting, when complete for use, of several parts, We shall only be liable for the value of the part lost or damaged.

## Released Bill of Lading

Privilege is hereby granted to the Insured to ship subject-matter insured covered by this Contract under released or limited bills of lading, express receipts or shipping receipts and to accept other usual contract from carriers, bailees and warehousemen releasing or limiting their liability, without prejudice to this insurance.

## Replacement By Air

It is agreed that where there is physical loss or damage to the Subject Matter Insured which is the subject of a claim hereunder and You can demonstrate the necessity to forward the replacements of the lost or damaged items by air in order to prevent interruption to Your business, We will pay the extra cost so involved up to a maximum amount of 20% of the insured value or USD/CAD 25,000 (whichever is the lesser), notwithstanding that the original consignment was not dispatched by air.

## Replacement Clause (Applicable To New Machinery)

Institute Replacement Clause CL161 01/01/34

In the event of insured physical loss of or damage to any part or parts of an insured machine caused by a peril covered by the Contract 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 Our liability exceed the insured value of the complete machine.

## Returned Goods

This Contract of insurance is extended to cover, at Contract terms and conditions, shipments of returned Subject Matter Insured which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and You warrant to report all such shipments as soon as practicable after they have knowledge of the refusal. Shipments returned to You by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Contract while in transit to such consignees. Returned merchandise other than as defined above is insured subject to the Institute Cargo Clauses (C) CL 254 dated 01/01/09 at the rates to be agreed by Us.

## Sealed Container Clause

We agree to accept shippers' load and count in respect of sealed door to door container loads. Where the Subject Matter Insured hereunder is carried in containers, it is agreed between You and Us, that the seaworthiness and/or cargo worthiness of the container is hereby admitted. It is hereby noted and agreed that in respect of consignments shipped in containers or curtain sided trailers or full vehicle loads, that claims in respect of theft, shortage and non-delivery of a whole package will not be invalidated by the fact that the seals appear intact and that such claims will be settled in full on production of loading and discharge tally sheets. We will be subrogated to Your rights against the carriers and/or other bailees.

## Second Hand Replacement (Applicable To Second Hand / Used Machinery)

In the event of a claim for insured physical loss of or damage to any part or parts of the Subject Matter Insured, in consequence of a peril covered by the Contract, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall Our liability exceed the insured value of the complete article.

## Seller's Interest / Contingency

a) This Contract is extended to cover the Subject Matter Insured sold on CFR, Ex-Works, FOB or similar terms, which remain or become the property of and / or at Your risk due to:

- i). the Buyer refusing to accept the goods and / or take up the documents of title;
- ii). Your exercising a lien when this is reasonable to safeguard Your interests.

In the event of any of the above contingencies arising, the cover granted hereunder shall attach retrospectively to the commencement of transit and be in accordance with the Contract terms and conditions, as within, as if the goods had been sold on "CIF" terms.

In the event of any delay or deviation caused by the failure of the Buyer to take up the Subject Matter Insured or documents the Subject Matter Insured will be held covered at an additional premium to be arranged. If the Subject Matter Insured are to be returned, the Returned Goods Clause will apply.

This Contract shall in no case cover the additional cost or expense of returning on-shipping goods incurred as a result of any of the above contingencies arising.

b) It is a condition of this Contract that You shall at all times exercise reasonable care to prevent or minimize loss and / or damage and to enforce the contract of sale.

c) You must notify Us immediately of the occurrence of any of the contingencies outlined in clause a) above and provide evidence of the terms and conditions of the Contract of Sale to substantiate any claim made hereunder.

d) Upon settlement of any claims hereunder We will be subrogated to all Your rights of recovery against any Third Party including the Buyer.

e) Any assignment of this Contract or any interest or claims hereunder shall discharge Us from all liability whatsoever.

f) Disclosure of the existence of this Contract to any Third Party including the Buyer and / or their insurers shall render it null and void.

g) This Contract is for the benefit of You only and not to be treated as double insurance.

h) It is a condition of this Contract that until completion of the contract, You are bound to declare hereunder each and every CFR, Ex-Works, FOB or similar terms sending without exception whether arrived or not, We will be bound to accept same up to but not exceeding the amount specified herein.

## Shortage from Container

With respect to shipments of goods in containers, this Policy covers physical loss and/or damage to the subject matter insured from a peril insured against resulting in shortage of contents, meaning thereby the difference between (1) the number of packages or units loaded in the container as per the shipper's or supplier's invoice or packing list and (2) the number of packages or units unloaded from the container by the Insured or consignee or their agent.

## Sue and Labour

If a situation arises following a peril insured against hereunder which produces a situation where the subject-matter insured appears to be in imminent danger of incurring loss or damage or incurs actual loss or damage then permission is granted to the Insured or their appointed agent(s) to take all necessary measures and to incur reasonable expenses in safeguarding and recovering the subject-matter insured, or any part of it, without prejudice to this insurance with Insurers bearing the cost of the Insured's actions in this respect.

## Surveys

No survey is required on claims unlikely to exceed USD/CAD 5,000 (or the equivalent in any other currency) in excess of any applicable Contract deductible.

## Warehouse To Warehouse Extension

Goods purchased by You on "FOB", "CFR" or Similar Terms

Cover attaches under this Contract from the time the Subject Matter Insured leave the Supplier's factory, Warehouse, Store or Mill as if the Contract of Sale was "ex Suppliers' premises" notwithstanding that the Subject Matter Insured may have been purchased on "FOB", "CFR" or similar terms.

You are required to pursue Suppliers and / or other parties where evidence exists to show that loss occurred prior to "FOB" or similar. In the event that You are unable to recover from Suppliers and / or other parties, then this Contract will pay subject to the terms and conditions herein. You shall also not make any third party aware of the existence of the cover provided under this Extension.

We are to be subrogated to Your rights of recourse against Suppliers or other parties.

## Wilful Misconduct

Notwithstanding anything to the contrary contained herein or in the law and practice to which this Contract is subject, this insurance shall not exclude loss, damage or expense attributable to wilful misconduct of any person or persons committed without the privity of the directors and/or officers or whoever is considered the alter ego of the Insured.

## SECTION 4 – GENERAL EXCLUSIONS

### Excluded Classes of Business and Interests

Notwithstanding anything contained in the policy, the following cargo interests are excluded under this Contract and will not be covered:

**Cash & Financial Instruments** Documents, negotiable documents or instruments, monies of every description, securities, bonds, bullion, stamps, credit and debit cards including telephone calling cards.

**Pharmaceuticals** (other than FDA approved 'over-the-counter' pharmaceuticals which are not excluded), nutraceuticals (other than FDA approved 'over-the-counter' nutraceuticals which are not excluded), Narcotics/narcotic based substances including but not limited to Marijuana, CBD, THC.

**Luxury Goods:** Furs, precious stones, jewelry, high-value watches, perfumes, high-value watches, perfumes, antiques and art, tobacco or tobacco products.

**Tech Goods:** Digital cameras, microchips, motherboards and/or memory of any kind which is not part of a complete system, mobile telephones, mobile telephones components, parts and accessories, digital camera photo sticks.

**Live animals /plants:** Living creatures and life forms of any type (other than livestock and flowers which are not excluded).

**Other:** Satellites, nuclear fuel, explosives, firearms, ammunition, Used Household Goods and Personal Effects (other than vehicles and vessels).

### Excluded Perils

Notwithstanding anything contained in the policy, the following perils are excluded under this Contract and will not be covered unless specifically reinstated under Section 3 – Coverage Extensions::

- A loss damage or expense attributable to wilful misconduct of the Assured
- B ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
- C loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
- D loss damage or expense caused by inherent vice or nature of the subject-matter insured
- E loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 of the Institute Cargo Clauses (A) – CL382 01/01/09).
- F loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage

This exclusion shall not apply where the contract of 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

- G loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The following exclusions apply in addition to the exclusions contained in the Institute clauses or stated elsewhere in this Policy and attachments to this Contract:

#### **Carrier or Bailee**

Warranted that this insurance shall not insure, directly or indirectly, to the benefit of any carrier or bailee.

#### **Communicable Disease Exclusion (Cargo) JC2020-011 17th April 2020**

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.

#### **Institute Radioactive Contamination Chemical Biological Bio-Chemical Electromagnetic Weapons Exclusion Clause (10/11/03 CL370)**

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

In no case shall this Contract cover loss damage liability or expense directly or indirectly caused by or contributed to by arising from:

- A. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. The radioactive toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- C. Any weapon or device employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
- D. The radioactive, toxic, explosive or other hazardous or contaminating properties or 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 or stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

E. Any chemical, biological, bio-chemical or electro-magnetic weapon.

### **Cargo ISM**

In no case shall this Contract cover loss, damage or expense where the Subject Matter Insured is carried by a vessel that is not ISM Code certified or whose owner or operators do not hold and ISM Code Document of Compliance when, at the time of loading of the Subject Matter Insured on board the vessel, You 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; or
- b) That a current Document of Compliance was not held by the owners or operators.

This exclusion shall not apply where this Contract has been assigned to the party claiming hereunder

### **Marine Cyber Exclusion – LMA5403 (11 November 2019)**

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage liability or expense directly or indirectly caused by or contributed to 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, computer process or any other electronic system.
2. Subject to the conditions, limitation and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. 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, paragraph 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.

### **Mechanical and/or Electrical and/or Electromagnetic derangement Exclusion**

It is specifically understood that this Contract does not cover loss or damage to the Subject Matter Insured, caused by mechanical and/or electrical and/or electromagnetic derangement and/or breakdown of machinery where there is no external evidence that an insured event occurred.

### **Misappropriation Exclusion (JC2017/002)**

In no case shall this insurance cover loss or damage arising from misappropriation. Misappropriation shall in this insurance be deemed to mean the unauthorised conversion use release or disposal of the Subject Matter Insured at or from a warehouse or other place of storage whether on or offshore by or with the knowledge of the bailee or of any other person or entity including their officers and employees to whom the Subject Matter Insured has been entrusted.

### **Five Powers Clause - JC2023-024 (6 January 2023)**

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is already included in the policy (including any quotation for insurance) to which this notice applies. You should know that, under the policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurer providing the coverage. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. The term “act of terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Terrorism Risk Insurance Act, as amended, contains a USD100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds USD100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed USD100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act of 2002, as amended, is: \$2.00

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, ANY LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES, SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE AMOUNT OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

### **Rejection Exclusion**

It is specifically understood and agreed that loss of income as a result of rejection of the Subject Matter Insured, by a port or customs authority, the USFDA or equivalent governing body, will be excluded from this Contract. This Contract will only cover physical loss or damage to the Subject Matter Insured by a peril insured against.

### **Termination of Transit Clause (Terrorism)**

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

- A. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the Subject Matter Insured caused by
1. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organization which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or
  2. any person acting from a political, ideological or religious 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. as per the transit clauses contained within the contract of insurance,

Or

2. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
3. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Insured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
4. when the Insured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,
5. in respect of marine transits, on the expiry of 60 consecutive days after completion of discharge overside of the Subject Matter Insured from the oversea vessel at the final port of discharge
6. in respect of air transits, on the expiry of 30 consecutive days after unloading the Subject Matter Insured from the aircraft at the final place of discharge

whichever shall first occur.

- B) If the contract of insurance 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 a).

## SECTION 5 – CLAIMS CONDITIONS

### Claims settlement

It is hereby understood that the Subject Matter Insured hereunder shall be valued as per the 'Basis of Valuation Clause' contained within this policy, unless stated otherwise in the Certificate.

### Loss Payee

Loss, if any, payable to the Insured or whom the broker has been asked to insure.

Any bank and/or mortgagee and/or lender and/or similar interested parties are to be automatically included as Loss Payees herein as their respective rights and interests may appear in the subject-matter insured but only in so far as losses may be recoverable under the terms and conditions agreed herein.

### Payment on account

When the claim documents submitted demonstrate, and We and You agree, that only the quantum of the claim is yet to be agreed, a payment on account will be made equal to the lower of the amount (i) claimed by You or (ii) agreed to by Us or the surveyor approved by Us, within 30 business days after such agreement.

### Payment of loss

All claims are to be paid to You within thirty (30) days after satisfactory proof of loss has been filed with and accepted by Us.

### Suit against us

No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless:

1. You have fully complied with all the provisions of this Contract; and
2. legal action is started within 12 (twelve) months after inception of the loss.

If under the insurance laws of the jurisdiction in which this Contract is subject, such 12 (twelve) months' limitation is invalid, then any such legal action needs to be started within the shortest limit of time permitted by such laws.

## SECTION 6 – GENERAL CONDITIONS

### Institute standard conditions for cargo contracts (amended)

- A. This Contract is to insure the Subject Matter Insured for the transits and on the conditions named shipped by or for the account of the Insured named in this Contract or the insurance of which is under their control as selling or purchasing agent unless insured elsewhere prior to the inception of this Contract or to insurable interest being acquired. This Contract does not cover the interest of any other person, but this shall not prevent a transfer of the insurance by the Insured or Assignee.
- B. This Contract is for an open amount, but the amount declarable may not exceed the Limit as per the Certificate in respect of any one conveyance.
- C. Notwithstanding anything to the contrary contained in this Contract, Our liability in respect of any one accident or series of accidents arising from the same Occurrence shall not exceed the Limit as per the Certificate.
- D. In the event of loss, accident or arrival before declaration or value, it is agreed that the basis of valuation shall be as per the Basis of Valuation clause unless specifically stated otherwise in the Certificate.
- E. Should the risks of war, strikes, riots and civil commotions be included in the cover granted by this Contract, the relevant Institute War Clauses and Institute Strikes Clauses shall apply.
- F. The Institute Clauses referred herein are those current at the inception of this Contract, but should such clauses be revised during the period of this Contract, and provided that We shall have given at least sixty (60) days notice thereof, then the revised Institute Clause shall apply to risks attaching subsequent to the date of expiry of the said notice.

### Cancellation

- a) This Contract may be cancelled at any time upon Your request by giving sixty (60) days written notice of such cancellation and We shall be entitled to retain or collect the premium due for the time that the Contract has been in force, on a pro-rata basis, subject to a minimum retained premium.
- b) This Contract may be cancelled by Us by giving sixty (60) days written notice of such cancellation and, if the premium has been actually paid by You to Us or Our agent, We shall refund the pro rata unearned premium thereon calculated as of the effective date of the cancellation.
- c) Risks covered by the Institute War and Institute Strikes Clauses may be cancelled by the Us on seven (7) days notice, except in the case of sendings to and/or from the United States of America which shall be subject to forty-eight (48) hours notice of cancellation at any time.

### Contracts (rights of third parties) act 1999 exclusion clause

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder. This clause shall not affect the rights of the Insured (as assignee or otherwise) or the rights of any loss payee.

JC2000/002

18 February 2000

## Subrogation

We, shall on payment of any loss hereunder, be subrogated to the extent of such payment to all rights of recovery by You against any person or corporation, private or municipal, and You shall assign all such rights of action to Us or to any person acting on Our behalf. You further agree to render all such reasonable assistance in such action.

We shall not be liable for any loss, which, without Our consent, has been settled or compromised with any other party.

It is agreed that You may accept Bills of Lading or Shipping Receipts issued by carriers in the ordinary course of business which may limit the carrier's liability to less than the actual value, provided such limitations are in accordance with national laws or international conventions relating to the carriage of goods.

## Waiver of subrogation

You must not grant any waiver of subrogation or recourse to any third party without Our prior written consent.

Insurers agree to waive all rights of subrogation against the Assured as defined herein.

## Other insurance

This Contract does not cover any loss or damage which at the time of happening of such loss or damage is insured by, or would, but for the existence of this Contract, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Contract not been effected.

## Currency

All limits, sub-limits & deductibles as shown are in the currency as set out in the Certificate.

## Dispute resolution

Subject to the overriding provisions of the Law and Jurisdiction clause, disputes between You and Us may, if not settled amicably by negotiation, be referred at the request of You or the Us to mediation or other form of alternative dispute resolution and, in default of agreement as to the procedure to be adopted, any such mediation or other form of alternative dispute resolution shall be in accordance with the current CEDR Solve model procedures.

**ENDORSEMENT**

Endorsement No.: 1

Endorsement to be attached to and made a part of Policy No. **“As Per Declarations”**

**Effective Date:** October 31, 2024

**Premium and Rating:**

Estimated annual premium of **\$345,000.00** based on annual insured values of \$600,000,000.00. Premium assessed and charged monthly or per shipment via reporting, API Integration or portal purchases. No minimum & deposit premium due at inception.

Shipments may be reported and insured via API Integration, Monthly shipment reports, or through portal issued certificates, with premium calculated per the Loadsurance Dynamic pricing model or at the following rate schedule, **unless otherwise agreed by endorsement:**

Shipments are Insured with a Limit of Liability of **\$7,500.00** at a per shipment premium of **\$4.00**.

Shipments with limits of liability greater than **\$7,500.00** are insured at a rate of **0.125 per \$100.00** of insured value.

A per claim deductible of **\$0.00** shall apply to each and every claim.



Endorsement No.: **2**

Endorsement to be attached to and made a part of Policy No. **"As Per Declarations"**

**Effective Date:** November 15, 2024

**Premium and Rating:**

It is understood and agreed the following endorsement deletes and simultaneously replaces Endorsement 1, effective November 15, 2024:

Estimated annual premium of **\$345,000.00** based on annual insured values of \$600,000,000.00. Premium assessed and charged monthly or per shipment via reporting, API Integration or portal purchases. No minimum & deposit premium due at inception.

Shipments may be reported and insured via API Integration, Monthly shipment reports, or through portal issued certificates, with premium calculated per the Loadsurance Dynamic pricing model or at the following rate schedule, **unless otherwise agreed by endorsement:**

Shipments are subject to a **0.13%** rate against insurance values.

A per claim deductible of **\$100.00** shall apply to each and every claim.



**All other terms and conditions remain unchanged.**

## ENDORSEMENT

### Endorsement # 3

Endorsement to be attached to and made a part of Policy No. **“As Per Declarations”**

#### **Mexico Policy Warranties**

It is hereby understood and agreed that the following express warranties shall apply to all shipments to, from or within Mexico.

#### **Express Warranties:**

- Warranted GPS in Trucks for all inland Transits, mandatory use of Toll Highways and within daylight hours.
  
- Unattended Vehicle and Overnight Parking Clause:
  - Warranted through the currency of this insurance the carrying conveyance and the goods insured shall not be left unattended and the carrying capacity of the carrying conveyance shall not be exceeded. Notwithstanding the above, unattended conveyance is allowed for a short period of interval for the purpose of:
    - Allowing the driver to the restroom &/or have a quick meal;
    - Allowing the driver to make phone call for asking help for repair &/or towage in the event of vehicle break down;
    - Allowing the driver to have a phone call back to Insured's office for replacement of a driver in case of a sudden illness

Subject to:

- The doors of the carrying vehicle shall be securely locked, the windows shall be properly closed, and the key shall not be left in the truck.
- If overnight parking is necessary, it is warranted that:
  - The vehicle should be parked in car park with 24 hours CCTV/security guard.
  - All windows, doors and goods compartment should be completely closed and securely locked.
  - The key of vehicle must be kept by driver at all time of overnight parking.

## ENDORSEMENT

Endorsement # 4

Endorsement to be attached to and made a part of Policy No. "As Per Declarations"

### Appendix A (12 Hour Reefer Breakdown)

It is hereby understood and agreed that the following clauses are attached to this policy.

01/03/2017

### INSTITUTE FROZEN/CHILLED FOOD CLAUSES (A) – 12 HOURS BREAKDOWN (Amended)

(suitable for food in a mechanically temperature-controlled environment)

#### RISKS COVERED

##### Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  - 1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    - 1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 12 consecutive hours
    - 1.2.2 fire or explosion
    - 1.2.3 vessel or craft being stranded grounded sunk or capsized
    - 1.2.4 overturning or derailment of land conveyance
    - 1.2.5 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.2.6 discharge of cargo at a place of distress.

##### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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 below.

##### "Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

## EXCLUSIONS

4. In no case shall this insurance cover
    - 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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
    - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
    - 4.5 loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.  
This exclusion shall not apply where the contract of 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
    - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
    - 4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
    - 4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.
  5. 5.1 In no case shall this insurance cover loss damage or expense arising from
    - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
    - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
  - 5.2 Exclusion 5.1.1 above shall not apply where the contract of 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.
  - 5.3 The Insurers 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.
6. In no case shall this insurance cover loss damage or expense caused by

- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 6.2 capture seizure arrest restraint or detention (piracy excepted), and the consequences thereof or any attempt thereat
  - 6.3 derelict mines torpedoes bombs or other derelict weapons of war
  - 6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit,
- continues during the ordinary course of transit
- and terminates either
- 8.1.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
  - 8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
  - 8.1.4 on the expiry of 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft, at the final place of discharge
- whichever shall first occur.
- 8.2 If, after discharge overside from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.1.1 to 8.1.4 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 in Clauses 8.1.1 to 8.1.4 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 carriers under the contract of carriage.

#### Termination of Contract of Carriage

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 subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either

- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
- 9.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to the Insurers for rates and terms 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 market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 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 Insurers were not.

#### Forwarding Charges

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 insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.  
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 employees.

### Constructive Total Loss

- 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 insured to the destination to which it is insured would exceed its value on arrival.

### Increased Value

- 14. 14.1** If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

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

- 14.2** **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## **BENEFIT OF INSURANCE**

- 15.** This insurance

- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,  
15.2 shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### Duty of Assured

- 16.** It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and  
16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

17. Measures taken by the Assured or the Insurers 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.

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

19. This insurance is subject to English law and practice.

*NOTE:-* Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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01/03/2017

## ENDORSEMENT

### Endorsement # 5

Endorsement to be attached to and made a part of Policy No. "As Per Declarations"

### Appendix B (24 Hour Reefer Breakdown)

It is hereby understood and agreed that the following clauses are attached to this policy.

01/03/2017

### INSTITUTE FROZEN/CHILLED FOOD CLAUSES (A) – 24 HOURS BREAKDOWN

(suitable for food in a mechanically temperature-controlled environment)

#### RISKS COVERED

##### Risks

1. This insurance covers, except as excluded by the provisions of Clauses 4, 5, 6 and 7 below,
  - 1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused,
  - 1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to
    - 1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours
    - 1.2.2 fire or explosion
    - 1.2.3 vessel or craft being stranded grounded sunk or capsized
    - 1.2.4 overturning or derailment of land conveyance
    - 1.2.5 collision or contact of vessel craft or conveyance with any external object other than water
    - 1.2.6 discharge of cargo at a place of distress.

##### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage 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 below.

##### "Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who

shall have the right, at their own cost and expense, to defend the Assured against such claim.

## EXCLUSIONS

4. In no case shall this insurance cover
  - 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 to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting from variation in temperature specifically covered under Clause 1.2 above)
  - 4.5 loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel/aircraft where, at the time of loading of the subject-matter insured on board the vessel/aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage.

This exclusion shall not apply where the contract of 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
  - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 4.8 loss damage or expense arising from any failure of the Assured or their employees to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space
  - 4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Insurers and, in any event, not later than 30 days after the termination of this insurance.
5. 5.1 In no case shall this insurance cover loss damage or expense arising from
  - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 5.2 Exclusion 5.1.1 above shall not apply where the contract of 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.
- 5.3 The Insurers 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.

6. In no case shall this insurance cover loss damage or expense caused by
- 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 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
  - 6.4 embargo, or by rejection prohibition or detention by any government or their agencies or departments.
7. In no case shall this insurance cover loss damage or expense
- 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 7.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is loaded into the conveyance at the freezing/cooling works or at the cold store (at the place named in the contract of insurance) for the commencement of transit,
- continues during the ordinary course of transit
- and terminates either
- 8.1.1 on delivery to the cold store or place of storage at the destination named in the contract of insurance, or
  - 8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or
  - 8.1.4 on the expiry of 5 days after completion of discharge overside of the subject-matter insured from the oversea vessel or after completion of unloading of the subject-matter insured from the aircraft, at the final place of discharge
- whichever shall first occur.
- 8.2 If, after discharge overside from the oversea vessel, or after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided for in Clauses 8.1.1 to 8.1.4 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 in Clauses 8.1.1 to 8.1.4 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 carriers under the contract of carriage.

#### Termination of Contract of Carriage

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 subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
- 9.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

#### Change of Voyage/Transit

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to the Insurers for rates and terms 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 market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1 above), but, without the knowledge of the Assured or their employees the vessel sails/aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

### **CLAIMS**

#### Insurable Interest

11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 11.2 Subject to Clause 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 Insurers were not.

#### Forwarding Charges

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 insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

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 employees.

#### Constructive Total Loss

- 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 insured to the destination to which it is insured would exceed its value on arrival.

#### Increased Value

- 14.** 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured 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 under this insurance bears to such total amount insured.

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

- 14.2** **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured 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 subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

### **BENEFIT OF INSURANCE**

- 15.** This insurance

- 15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,  
15.2 shall not extend to or otherwise benefit the carrier or other bailee.

### **MINIMISING LOSSES**

#### Duty of Assured

- 16.** It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and  
16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers 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.

**AVOIDANCE OF DELAY**

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

**LAW AND PRACTICE**

19. This insurance is subject to English law and practice.

*NOTE:-* Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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## ENDORSEMENT

### Endorsement # 6

Endorsement to be attached to and made a part of Policy No. **“As Per Declarations”**

#### **Over-Dimensional Cargo Warranty Endorsement**

Unless otherwise agreed by the Insurer, shipments with over-dimensional specifications (specifically, height exceeding 13 feet 6 inches, including the trailer), must meet at least one of the following requirements:

1. The shipment must be accompanied by a lead pilot / escort vehicle equipped with a high pole for the entire transit, or
2. A route feasibility analysis by a third party that is authorized within the relevant jurisdictions of the shipment must be completed prior to the shipment's departure, or
3. All relevant Department of Transportation / statutory special hauling permits must be obtained and valid prior to shipment, and in-force for the duration of the shipment

Failure to comply with the foregoing will result in the exclusion of coverage for loss, damage, and/or expenses arising from collision with or striking of an overpass, bridge, or any structure that exceeds the specified height clearance during transit. However, non-compliance for one shipment will not negate coverage for other shipments that adhere to these specified requirements.



**All other terms and conditions remain unchanged.**

Still have a question?

We're here to help. Don't hesitate to give us a ring at  
+1 303 578 2440 to learn more about your Loadsurance coverage.



Get started today

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