

(For Use Only With The New Marine Policy Form)

## LAND TRANSIT CLAUSES

### Limited Conditions

#### RISKS COVERED

##### Risks

1. This insurance covers, except as excluded by the provisions of clauses 2,3,4 and 5 below, Loss of or damage to the subject-matter insured reasonably attributable to
  - 1.1 Fire (including self ignition, including internal explosion of the carrying conveyance) and lightning,
  - 1.2 Flood (meaning rise of navigable waters).
  - 1.3 Cyclone, Tornado, Windstorm, Hailstorm, Earthquake, Landslide and/or Volcanic Eruption.
  - 1.4 Collision (i.e. accidental collision of the carrying conveyance with any other vehicle or object)
  - 1.5 Overtum of the carrying conveyance
  - 1.6 Collapse of bridge or culvert
  - 1.7 Stranding, sinking, burning and/or collision of any regular ferry
  - 1.8 Derailment

#### EXCLUSIONS

2. In no case shall this insurance cover
  - 2.1 loss damage or expense attributable to willful misconduct of the Assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured 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)
  - 2.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
  - 2.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the carrying conveyance where, at the time of the loading of the subject-matter insured on board the conveyance, 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.
  - 2.7 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.  
loss damage or expense caused by deliberate damage to or deliberate destruction of the subject-matter insured or any part thereof by the wrongful act of any person or persons.
  - 2.8 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 fission or other like reaction or radioactive force or matter.
3. 3.1 In no case shall this insurance cover loss damage or expense arising from
  - 3.1.1 Unfitness of the carrying conveyance for the safe carriage of the subject-matter insured, where the Assured privy to such unfitness, at the time the subject-matter insured is loaded therein.
  - 3.1.2 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
- 3.2 Exclusion 3.1.1.above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or has agreed to buy the subject-matter insured in good faith under a binding contract.
- 3.3 the insurers waive any breach of the implied warranties of fitness of the conveyance to carry the subject-matter insured to destination.
4. In no case shall this insurance cover loss damage or expense caused by
  - 4.1 war, civil war revolution rebellion insurrection or civil strife arising there from, or any hostile act by or against a belligerent power
  - 4.2 capture seizure arrest restraint or detainment and the consequences thereof or any attempt thereat
  - 4.3 derelict mines torpedoes bombs or other derelict weapons of war.
5. In no case shall this insurance cover loss damage or expense
  - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 5.3 caused by 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
  - 5.4 caused by any person acting from a political, ideological or religious motive.

## **DURATION**

### **Transit Clause**

- 6 6.1 Subject to clause 9 below this insurance attaches from the time the subject-matter insured is first moved in warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either:
- 6.1.1 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,
  - 6.1.2 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 Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,  
or
  - 6.1.3 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
  - 6.1.4 on the expiry of two days after completion of discharge from the carrying vehicle or other conveyance at the final place of destination, whichever shall first occur

### **Termination of Contract of Carriage**

- 7 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in clause 6 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
- 7.1 until the subject-matter is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of two days after the arrival of the subject-matter insured at such place, whichever shall first occur,  
Or
  - 7.2 if the subject-matter insured is forwarded within the said period of two days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 6 above

### **Change of Voyage**

- 8 8.1 where, after the attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided only if cover would have been available at a reasonable commercial market rate on reasonable market terms
- 8.2 where the subject-matter insured commences the transit contemplated by this insurance (in accordance to 6.1), but, without the knowledge of the Assured or their employees the carrying conveyance is transiting for another destination, this insurance will nevertheless be deemed to have attached at the commencement of such transit.

## **CLAIMS**

### **Insurable Interest**

9. 9.1 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
- 9.2 Subject to clause 9.1 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**

- 10 where as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a place other than that to which the subject-matter is covered under this insurance, the 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 hereunder.
- This clause 10, shall be subject to the exclusions contained in clauses 2,3,4 and 5 above, and shall not include charges arising, from the fault, negligence, insolvency or financial default of the Assured or their employees.

### **Constructive Total Loss**

- 11 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**

- 12 12.1 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 herein bears to such total amount insured
- 12.2 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 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**

13 This insurance

- 13.1 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,
- 13.2 shall not extend to or otherwise benefit the carrier or other bailee

## **MINIMISING LOSSES**

### Duty of Assured

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

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

14.2 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

15 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**

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

## **LAW AND PRACTICE**

17 This insurance is subject to English Law and Practice.

**NOTE: -Where a continuation of cover is requested under clause 7, or a change of destination is notified under clause 8, there is an obligation to give prompt notice to the Insurers and the right of such cover is depended upon compliance of this obligation.**