

(Ο.Λ.Α. Α.Ε.)

Αριθμ. Πρωτ.: 866

Αρ. Μ.Α.Ε.:49875/65/Β/01/11

ΕΔΡΑ ΑΛΕΞΑΝΔΡΟΥΠΟΛΗ

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**ΘΕΜΑ: Επαναληπτική Πρόσκληση εκδήλωσης ενδιαφέροντος για την σύναψη Ασφαλιστηρίου Συμβολαίου Αστικής Ευθύνης Λιμένος της Ο.Λ.Α. Α.Ε. (Marine Liability)**

Η Ο.Λ.Α. Α.Ε. καλεί τους ενδιαφερόμενους να υποβάλουν σφραγισμένη προσφορά για την επιλογή αναδόχου, με απευθείας ανάθεση, για την σύναψη Ασφαλιστηρίου Συμβολαίου Αστικής Ευθύνης Λιμένος, με ένα Γενικό Όριο των EUR 2.500.000 για κάθε ατύχημα και μια Γενική απαλλαγή των EUR 3.500 για κάθε ατύχημα για όλη τη διάρκεια της περιόδου ασφάλισης.

Η διάρκεια της σύμβασης που θα υπογραφεί μεταξύ της ΟΛΑ Α.Ε. και του Αναδόχου αφορά χρονικό διάστημα ενός (1) έτους.

Η προϋπολογιζόμενη δαπάνη για τα συνολικά ασφάλιστρα ανέρχεται στο ποσό των δέκα εννέα χιλιάδων οχτακοσίων (19.800,00€) Ευρώ.

Οι ενδιαφερόμενοι μπορούν να μάθουν τους όρους της πρόσκλησης από την ηλεκτρονική διεύθυνση της Ο.Λ.Α. Α.Ε.: [www.ola-sa.gr](http://www.ola-sa.gr) και να παραλάβουν αντίγραφο της κατά τις εργάσιμες ημέρες και κατά τις ώρες 08:00 – 15:30 από τα γραφεία της ΟΛΑ Α.Ε. (Εμπορικός Λιμένας Αλεξανδρούπολης – όπισθεν Ιχθυόσκαλας).

Συμπληρωμένο ερωτηματολόγιο εφόσον απαιτηθεί θα δοθεί αποκλειστικά στον Ανάδοχο

Ως σύνδεσμος επικοινωνίας με την Ο.Λ.Α. Α.Ε., ορίζεται ο Ασφαλιστικός Σύμβουλος της Ο.Λ.Α. Α.Ε, Primary Link Α.Ε. (υπεύθυνος επικοινωνίας: κος Αλέξιος Βακάλης τηλ. 210 9224451, fax 210 9224046, e-mail: [vakalis@primarylink.gr](mailto:vakalis@primarylink.gr))

## 1. ΠΕΡΙΓΡΑΦΗ ΥΠΗΡΕΣΙΩΝ

1.1 Προκειμένου οι ενδιαφερόμενοι να καταθέσουν προσφορές στα πλαίσια της παρούσας πρόσκλησης, ακολουθεί ως αναπόσπαστο μέρος της παρούσης πρόσκλησης στο Παράρτημα III, ΠΙΝΑΚΑΣ ΑΣΦΑΛΙΣΗΣ ΑΣΦΑΛΙΣΤΙΚΟΥ ΠΡΟΓΡΑΜΜΑΤΟΣ ΑΣΤΙΚΗΣ ΕΥΘΥΝΗΣ ΛΙΜΕΝΟΣ (MARINE LIABILITY) Ο.Λ.Α. Α.Ε. (ελληνικό και αγγλικό κείμενο) που αφορά στις απαιτούμενες από την ΟΛΑ Α.Ε. ασφαλιστικές καλύψεις και περιλαμβάνει:

### ΔΙΑΧΕΙΡΙΣΗ ΦΟΡΤΙΟΥ

#### Λειτουργικές Υπηρεσίες

Τερματικός Σταθμός (συμπεριλαμβανομένων των χειριστών Γερανών), Φορτοεκφόρτωση / Στοιβασία / Αποθήκευση εμπορευμάτων (Ξηρού Χύδην & Γενικού τύπου φορτίων και Ε/Κ), Ανέλκυση – Καθέλκυση και Διαχείριση μικρών σκαφών (αλιευτικών – αναψυχής)

#### Διαχείριση Κίνησης

Επιβάτες Πλοίων γραμμής & Κρουαζιερόπλοιων, φορτηγά ξηρού χύδην / γενικού φορτίου και Ε/Κ, επιβατηγά οχηματαγωγά πλοία, Ρυμουλκούμενα και άλλα Ro-Ro, Σκάφη βοηθητικών υπηρεσιών λιμένος (ρυμουλκά, λάντζες) αλιευτικά σκάφη (επαγγελματικά και ερασιτεχνικά), σκάφη αναψυχής.

## ΛΙΜΕΝΙΚΕΣ ΑΡΧΕΣ

### Διαχείριση Κίνησης

Επιβάτες Πλοίων γραμμής & Κρουαζιερόπλοιων, φορτηγά ξηρού χύδην / γενικού φορτίου και Ε/Κ, επιβατηγά οχηματαγωγά πλοία, Ρυμουλκούμενα και άλλα Ro-Ro, Σκάφη βοηθητικών υπηρεσιών λιμένος (ρυμουλκά, λάντζες) αλιευτικά σκάφη (επαγγελματικά και ερασιτεχνικά), σκάφη αναψυχής.

### Άλλες δραστηριότητες

Υπηρεσίες άμεσης ανάγκης, Συλλογή σκουπιδιών, Παραχώρηση χώρων στάθμευσης – καταστημάτων υγειονομικού ενδιαφέροντος – χώρων αναψυχής - αποθηκευτικών χώρων προς χρήση και εκμετάλλευση έναντι οικονομικού ανταλλάγματος

- 1.2. Δεν επιτρέπεται η υποβολή προσφοράς για μέρος των ζητούμενων καλύψεων ή η υποβολή εναλλακτικών προσφορών για το αντικείμενο της παρούσας πρόσκλησης.

## 2. ΔΙΚΑΙΟΥΜΕΝΟΙ ΣΥΜΜΕΤΟΧΗΣ

Δεκτές στην πρόσκληση γίνονται εταιρείες και επιχειρήσεις ή συμπράξεις εταιρειών ή/και επιχειρήσεων παροχής υπηρεσιών ασφάλισης από το καταστατικό των οποίων σαφέστατα προκύπτει ότι η παροχή των ζητούμενων υπηρεσιών εντάσσεται στον εταιρικό τους σκοπό και οι οποίες είναι εγκατεστημένες σε:

- α) κράτος – μέλος της Ευρωπαϊκής Ένωσης (ΕΕ) ή
- β) κράτος – μέλος της Συμφωνίας του Ευρωπαϊκού Οικονομικού Χώρου (ΕΟΧ) ή
- γ) τρίτες χώρες που έχουν υπογράψει και κυρώσει τη Συμφωνία περί Δημοσίων Συμβάσεων (ΣΔΣ), στο βαθμό που η υπό ανάθεση σύμβαση καλύπτεται από τα παραρτήματα 1,2,4 και 5 του Ν. 4412/2016 και τις γενικές σημειώσεις του σχετικού με την Ευρωπαϊκή Ένωση Προσαρτήματος Ι της ως άνω ΣΔΣ ή
- δ) τρίτες χώρες που δεν εμπίπτουν στις ανωτέρω περιπτώσεις και έχουν συνάψει διμερή ή πολυμερή συμφωνία με την Ε.Ε

Επισημαίνεται ότι κάθε διαγωνιζόμενος μπορεί να συμμετέχει στο διαγωνισμό είτε μεμονωμένα είτε ως μέλος μιας και μόνο κοινοπραξίας/ σύμπραξης.

Οι ενώσεις δεν απαιτείται να έχουν λάβει συγκεκριμένη νομική μορφή προκειμένου να υποβάλουν προσφορά. Σε περίπτωση που η σύμβαση ανατεθεί σε κάποια από αυτές, η Αναθέτουσα Αρχή θα ζητήσει πριν την υπογραφή της σύμβασης να συσταθεί Κοινοπραξία με συμβολαιογραφικό έγγραφο. Τα μέλη της Κοινοπραξίας ευθύνονται έκαστος, έναντι της Αναθέτουσας Αρχής, αλληλεγγύως και εις ολόκληρον για την εκτέλεση του συμβατικού αντικείμενου.

Δεν γίνονται δεκτές προσφορές που υποβάλλονται **αποκλειστικά** αυτοτελώς από πράκτορες ασφαλιστικών εταιρειών, συνδεδεμένους ασφαλιστικούς συμβούλους και φυσικά πρόσωπα εν γένει.

## 3. ΔΙΚΑΙΟΛΟΓΗΤΙΚΑ

Κατά την υποβολή προσφορών, οι συμμετέχοντες θα πρέπει να εσωκλείσουν στο φάκελό τους ενημερωμένη **υπεύθυνη δήλωση του ν. 1599/1986** των νόμιμων εκπροσώπων τους, ως **προκαταρκτική απόδειξη** προς αντικατάσταση των πιστοποιητικών που εκδίδουν δημόσιες αρχές ή τρίτα μέρη, στις οποίες θα δηλώνεται ότι:

- α) έλαβαν γνώση των όρων της πρόσκλησης και των Παραρτημάτων της και ότι τους αποδέχονται πλήρως και ανεπιφύλακτα
- β) έχουν μελετήσει λεπτομερώς τα στοιχεία του Πίνακα Ασφάλισης του Παραρτήματος ΙΙΙ

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γ) έχουν δικαίωμα συμμετοχής κατά τα οριζόμενα στο Άρθρο 2 της παρούσας και σε περίπτωση κατακύρωσης του διαγωνισμού θα προσκομίσουν πριν την υπογραφή του ασφαλιστηρίου συμβολαίου τα δικαιολογητικά του Άρθρου 3.1 της παρούσας

δ) ότι τα υποβαλλόμενα στοιχεία και πληροφορίες που υποβάλλουν με την προσφορά τους είναι ακριβή.

Στην περίπτωση υποβολής προσφοράς από ένωση νομικών προσώπων, η ανωτέρω υπεύθυνη δήλωση υποβάλλεται χωριστά από κάθε μέλος της ένωσης.

Επίσης, στο φάκελο προσφοράς τους, οι συμμετέχοντες θα πρέπει να εσωκλείσουν τα αποδεικτικά στοιχεία πλήρωσης των ουσιαστικών προσόντων που περιγράφονται στο Άρθρο 3.2 της παρούσας

### **3.1 Νομιμοποιητικά έγγραφα – Δικαιολογητικά συμμετοχής**

**Θα πρέπει να υποβληθούν από τον υποψήφιο Ανάδοχο, πριν την υπογραφή της σύμβασης, σε πρωτότυπα ή σε ευκρινή αντίγραφα. Στην περίπτωση υποβολής προσφοράς από ένωση νομικών προσώπων, τα κάτωθι έγγραφα υποβάλλονται χωριστά από κάθε μέλος της ένωσης.**

α) Απόσπασμα του ποινικού μητρώου έκδοσης του τελευταίου τριμήνου, ή, ελλείψει αυτού, ισοδύναμου εγγράφου που εκδίδεται από αρμόδια δικαστική ή διοικητική αρχή του κράτους-μέλους ή της χώρας καταγωγής ή της χώρας όπου είναι εγκατεστημένος ο συμμετέχων, από το οποίο προκύπτει ότι δεν υπάρχει εις βάρος του τελεσίδικη καταδικαστική απόφαση για αδίκημα σχετικό με την άσκηση της επαγγελματικής τους δραστηριότητας καθώς και για έναν από τους ακόλουθους λόγους:

i) συμμετοχή σε εγκληματική οργάνωση, όπως αυτή ορίζεται στο άρθρο 2 της απόφασης-πλαίσιο 2008/841/ΔΕΥ του Συμβουλίου της 24ης Οκτωβρίου 2008, για την καταπολέμηση του οργανωμένου εγκλήματος(EE L 300 της 11.11.2008 σ.42),

ii) δωροδοκία, όπως ορίζεται στο άρθρο 3 της σύμβασης περί της καταπολέμησης της διαφθοράς στην οποία ενέχονται υπάλληλοι των Ευρωπαϊκών Κοινοτήτων ή των κρατών-μελών της Ένωσης (EE C 195 της 25.6.1997, σ. 1) και στην παράγραφο 1 του άρθρου 2 της απόφασης-πλαίσιο 2003/568/ΔΕΥ του Συμβουλίου της 22ας Ιουλίου 2003, για την καταπολέμηση της δωροδοκίας στον ιδιωτικό τομέα (EE L 192 της 31.7.2003, σ. 54), καθώς και όπως ορίζεται στην κείμενη νομοθεσία ή στο εθνικό δίκαιο του οικονομικού φορέα,

iii) απάτη, κατά την έννοια του άρθρου 1 της σύμβασης σχετικά με την προστασία των οικονομικών συμφερόντων των Ευρωπαϊκών Κοινοτήτων (EE C 316 της 27.11.1995, σ. 48), η οποία κυρώθηκε με το ν. 2803/2000 (Α' 48),

iv) τρομοκρατικά εγκλήματα ή εγκλήματα συνδεδεμένα με τρομοκρατικές δραστηριότητες, όπως ορίζονται, αντιστοίχως, στα άρθρα 1 και 3 της απόφασης-πλαίσιο 2002/475/ΔΕΥ του Συμβουλίου της 13ης Ιουνίου 2002, για την καταπολέμηση της τρομοκρατίας (EE L 164 της 22.6.2002, σ. 3) ή ηθική αυτουργία ή συνέργεια ή απόπειρα διάπραξης εγκλήματος, όπως ορίζονται στο άρθρο 4 αυτής,

v) νομιμοποίηση εσόδων από παράνομες δραστηριότητες ή χρηματοδότηση της τρομοκρατίας, όπως αυτές ορίζονται στο άρθρο 1 της Οδηγίας 2005/60/ΕΚ του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 26ης Οκτωβρίου 2005, σχετικά με την πρόληψη της χρησιμοποίησης του χρηματοπιστωτικού συστήματος για τη νομιμοποίηση εσόδων από παράνομες δραστηριότητες και τη χρηματοδότηση της τρομοκρατίας (EE L 309 της 25.11.2005, σ. 15), η οποία ενσωματώθηκε στην εθνική νομοθεσία με το ν. 3691/2008 (Α' 166),

vi) παιδική εργασία και άλλες μορφές εμπορίας ανθρώπων, όπως ορίζονται στο άρθρο 2 της Οδηγίας 2011/36/ΕΕ του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 5ης Απριλίου 2011, για την πρόληψη και την καταπολέμηση της εμπορίας ανθρώπων και για την προστασία των θυμάτων της, καθώς και για την αντικατάσταση της απόφασης-πλαίσιο 2002/629/ΔΕΥ του Συμβουλίου (EE L 101 της 15.4.2011, σ. 1), η οποία ενσωματώθηκε στην εθνική νομοθεσία με το ν. 4198/2013 (Α' 215).

Ο προσφέρων αποκλείεται, εν προκύπτει ότι έχει εκδοθεί τελεσίδικη καταδικαστική απόφαση για μέλος του διοικητικού, διευθυντικού ή εποπτικού οργάνου του προσφέροντος ή για πρόσωπο που έχει εξουσία εκπροσώπησης, λήψης αποφάσεων ή ελέγχου σε αυτό.

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Στις περιπτώσεις εταιρειών περιορισμένης ευθύνης (β.Π.Ε.) και προσωπικών εταιρειών (Ο.Ε. και Ε.Ε.), η σημείωση του προηγούμενου εδαφίου αφορά κατ' ελάχιστον τους διαχειριστές. Στις περιπτώσεις ανωνύμων εταιρειών (Α.Ε.), η σημείωση του προηγούμενου εδαφίου αφορά κατ' ελάχιστον τον Διευθύνοντα Σύμβουλο, καθώς και όλα τα μέλη του Διοικητικού Συμβουλίου.

- β) Πιστοποιητικό που εκδίδεται από την αρμόδια αρχή του οικείου κράτους - μέλους ή χώρας, περί του ότι έχουν εκπληρωθεί οι υποχρεώσεις του συμμετέχοντα, όσον αφορά στην καταβολή φόρων (φορολογική ενημερότητα) και στην καταβολή των εισφορών κοινωνικής ασφάλισης (ασφαλιστική ενημερότητα), σύμφωνα με την ισχύουσα νομοθεσία του κράτους εγκατάστασης ή την ελληνική νομοθεσία αντίστοιχα, κατά την τελική ημερομηνία κατάθεσης των προσφορών.

Για τους προσφέροντες που είναι εγκατεστημένοι στην Ελλάδα τα σχετικά δικαιολογητικά που υποβάλλονται είναι

- φορολογική ενημερότητα που εκδίδεται από το Υπουργείο Οικονομικών (αρμόδια Δ.Ο.Υ) για τον συμμετέχοντα και για τις κοινοπραξίες στις οποίες συμμετέχει σε συμβάσεις που είναι σε εξέλιξη,
- ασφαλιστική ενημερότητα που εκδίδεται από τον αρμόδιο ασφαλιστικό φορέα και καλύπτει τόσο την κύρια όσο και την επικουρική ασφάλιση

Δεν αποκλείεται ο προσφέρων, όταν έχει εκπληρώσει τις υποχρεώσεις του είτε καταβάλλοντας τους φόρους ή τις εισφορές κοινωνικής ασφάλισης που οφείλει, συμπεριλαμβανομένων, κατά περίπτωση, των δεδουλευμένων τόκων ή των προστίμων είτε υπαγόμενος σε δεσμευτικό διακανονισμό για την καταβολή τους.

Επίσης, κατ' εξαίρεση, δεν αποκλείεται από τη διαδικασία προσφέρων, όταν ο αποκλεισμός κριθεί σαφώς δυσανάλογος, ιδίως όταν μόνο μικρά ποσά των φόρων ή των εισφορών κοινωνικής ασφάλισης δεν έχουν καταβληθεί ή όταν ο προσφέρων ενημερώθηκε σχετικά με το ακριβές ποσό που οφείλεται λόγω αθέτησης των υποχρεώσεών του όσον αφορά στην καταβολή φόρων ή εισφορών κοινωνικής ασφάλισης σε χρόνο κατά τον οποίο δεν είχε τη δυνατότητα να λάβει μέτρα, πριν από την εκπνοή της προθεσμίας υποβολής προσφορών.

- γ) Τα κατά περίπτωση νομιμοποιητικά έγγραφα σύστασης και νόμιμης εκπροσώπησης (όπως καταστατικά, πιστοποιητικά μεταβολών, αντίστοιχα ΦΕΚ, συγκρότηση Δ.Σ. σε σώμα, σε περίπτωση Α.Ε., κλπ., ανάλογα με τη νομική μορφή του διαγωνιζομένου). Από τα ανωτέρω έγγραφα πρέπει να προκύπτουν η νόμιμη σύσταση του νομικού προσώπου, όλες οι σχετικές τροποποιήσεις των καταστατικών, το/τα πρόσωπο/α που δεσμεύει/ουν νόμιμα την εταιρία κατά την ημερομηνία διενέργειας του διαγωνισμού (νόμιμος εκπρόσωπος, δικαίωμα υπογραφής κλπ.) καθώς και η θητεία του/των ή/και των μελών του διοικητικού οργάνου

### **3.2. Δικαιολογητικά Πλήρωσης Ουσιαστικών Προσόντων**

**Θα πρέπει να εσωκλείονται στον φάκελο προσφοράς των συμμετεχόντων, σε πρωτότυπα ή σε ευκρινή αντίγραφα. Στην περίπτωση υποβολής προσφοράς από ένωση νομικών προσώπων, τα κάτωθι έγγραφα υποβάλλονται χωριστά από κάθε μέλος της ένωσης.**

- α) Για την απόδειξη της εμπειρίας τους οι ενδιαφερόμενοι θα προσκομίσουν κατάλογο των μεγαλύτερων συμβολαίων Αστικής Ευθύνης Λιμένος (Marine Liability) εν γένει τελευταίας τριετίας, με όριο ασφάλισης τουλάχιστον € 1.000.000 ανά γεγονός και κατ' έτος.

Σε περίπτωση Κοινοπραξίας, η υπόψη εμπειρία μπορεί να καλύπτεται αθροιστικά από τα κοινοπρακτούντα μέλη.

- β) Οι συμμετέχοντες που είναι εγκατεστημένοι στην Ελλάδα πρέπει να έχουν συσταθεί και λειτουργούν νόμιμα σύμφωνα με την ελληνική νομοθεσία και συγκεκριμένα τις διατάξεις του Ν. 4364/2016, όμως ισχύει σήμερα και να είναι εγγεγραμμένοι στο οικείο επιμελητήριο. Για να αποδείξουν την προϋπόθεση αυτή συμμετοχής, θα πρέπει ως εκ τούτου να προσκομίσουν βεβαίωση της αρμόδιας Εποπτικής Αρχής ασφαλιστικών εταιρειών ότι έχουν την προβλεπόμενη από το Νόμο άδεια λειτουργίας (τελευταίου τριμήνου) και φωτοαντίγραφο πρόσφατου (ενός μηνός) πιστοποιητικού του οικείου επιμελητηρίου από το οποίο να προκύπτει η εγγραφή του, το αντικείμενο της δραστηριότητάς τους και η έδρα νόμιμης λειτουργίας του.

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Οι συμμετέχοντες που είναι εγκατεστημένοι στο εξωτερικό θα πρέπει να προσκομίσουν αντίστοιχο πιστοποιητικό/βεβαίωση του οικείου επαγγελματικού μητρώου ή άλλης αρμόδιας Αρχής της χώρας εγκατάστασής τους, με το οποίο πιστοποιείται η εγγραφή τους σε αυτό, το ειδικό επάγγελμά τους και η έδρα νόμιμης λειτουργίας τους

γ) Υπόδειγμα Ασφαλιστηρίου συμβολαίου:

Οι ενδιαφερόμενοι θα πρέπει να εσωκλείσουν υπόδειγμα ασφαλιστηρίου συμβολαίου, το οποίο θα είναι υπό ποινή αποκλεισμού, σύμφωνα με τον πίνακα ασφάλισης του Παραρτήματος III και θα ακολουθεί το λεκτικό του Παραρτήματος IV.

Η ΟΛΑ Α.Ε. επιφυλάσσεται να ζητήσει οποιοδήποτε άλλο έγγραφο κριθεί απαραίτητο μετά την ανάγνωση των δικαιολογητικών συμμετοχής και λοιπών εγγράφων και στοιχείων που θα υποβληθούν και οι ενδιαφερόμενοι υποχρεούνται να το προσκομίσουν. Η μη προσκόμιση των απαιτούμενων στοιχείων αποτελεί λόγο αποκλεισμού του ενδιαφερόμενου από τη διαδικασία επιλογής Αναδόχου.

#### 4. ΧΡΟΝΟΣ ΚΑΙ ΤΡΟΠΟΣ ΥΠΟΒΟΛΗΣ ΠΡΟΣΦΟΡΩΝ

- 4.1. Όσοι επιθυμούν να υποβάλλουν προσφορά οφείλουν, με ποινή αποκλεισμού, να την πρωτοκολλήσουν στη Γραμματεία της ΟΛΑ Α.Ε. (Εμπορικός Λιμένας Αλεξανδρούπολη, Τ.Κ. 68132) μέχρι την **21/02/2017** και ώρα 11.00 π.μ.. Με την κατάθεση της προσφοράς οι υποβάλλοντες θα παραλαμβάνουν απόδειξη στην οποία θα αναγράφεται η ημέρα και ώρα κατάθεσης.
- 4.2. Οι προσφορές μπορεί να αποστέλλονται στα γραφεία της ΟΛΑ Α.Ε. (Εμπορικός Λιμένας Αλεξανδρούπολης, Τ.Κ. 68132), με οποιοδήποτε τρόπο και παραλαμβάνονται με απόδειξη, με την απαραίτητη όμως προϋπόθεση ότι αυτές θα περιέρχονται στην Υπηρεσία, όπως περιγράφεται στην παράγραφο 4.1. της παρούσας.
- 4.3. Στις περιπτώσεις που οι υποβαλλόμενες ή οι ταχυδρομικά αποστελλόμενες προσφορές δεν πληρούν τα οριζόμενα των προηγούμενων παραγράφων του παρόντος άρθρου δεν λαμβάνονται υπόψη αλλά επιστρέφονται χωρίς να αποσφραγισθούν.

#### 5. ΠΡΟΣΦΟΡΕΣ – ΧΡΟΝΟΣ ΙΣΧΥΟΣ

- 5.1. Οι προσφορές υποβάλλονται μέσα σε σφραγισμένο φάκελο, που θα φέρει την ένδειξη «ΕΚΔΗΛΩΣΗ ΕΝΔΙΑΦΕΡΟΝΤΟΣ ΓΙΑ ΤΗ ΣΥΝΑΨΗ ΑΣΦΑΛΙΣΤΗΡΙΟΥ ΑΣΤΙΚΗΣ ΕΥΘΥΝΗΣ ΛΙΜΕΝΟΣ (MARINE LIABILITY) Ο.Λ.Α. Α.Ε.», ο οποίος θα περιλαμβάνει:
  - Την υπεύθυνη δήλωση του άρθρου 3 και τα ζητούμενα δικαιολογητικά πλήρωσης ουσιαστικών προσόντων του Άρθρου 3.2 της παρούσης.
  - Την Οικονομική Προσφορά (συμπληρωμένη σύμφωνα με το Υπόδειγμα του Παραρτήματος Ι). Η Οικονομική Προσφορά υπογράφεται από το νόμιμο εκπρόσωπο του συμμετέχοντος. Προσφορά που θα υποβληθεί ανυπόγραφη θεωρείται άκυρη. Σε περίπτωση σύμπραξης / κοινοπραξίας Εταιριών η προσφορά υπογράφεται και μονογράφεται αντίστοιχα από τους νόμιμους εκπροσώπους όλων των Εταιριών που συμμετέχουν στη σύμπραξη / κοινοπραξία. Μετά την υπογραφή των συμμετεχόντων τίθεται και η εταιρική σφραγίδα. Σε περίπτωση σύμπραξης / κοινοπραξίας τίθεται η σφραγίδα της κάθε εταιρίας-μέλους.
- 5.2. Όλα τα έγγραφα που απαιτούνται από την παρούσα πρόσκληση, συντάσσονται στην Ελληνική Γλώσσα, εκτός από Λεκτικό του ασφαλιστηρίου συμβολαίου (Παράρτημα IV) και τον Πίνακα Ασφάλισης ο οποίος συντάσσεται στην ελληνική και στην αγγλική γλώσσα. Διευκρινίζεται ότι τα αγγλικά κείμενα υπερισχύουν των ελληνικών.
- 5.3. Οι προσφορές δεν πρέπει να έχουν ξέσματα, σβησίματα, προσθήκες, διορθώσεις. Εάν υπάρχει στην προσφορά οποιαδήποτε διόρθωση, αυτή πρέπει να είναι καθαρογραμμένη και μονογραμμένη από τον προσφέροντα. Η προσφορά θα απορρίπτεται όταν υπάρχουν σ' αυτή διορθώσεις οι οποίες την καθιστούν ασαφή κατά την κρίση του οργάνου αξιολόγησης των προσφορών.

#### 5.4. Χρόνος Ισχύος Προσφοράς

Οι προσφορές ισχύουν και δεσμεύουν τους συμμετέχοντες τριάντα (30) ημέρες από την επομένη της καταληκτικής ημερομηνίας υποβολής προσφορών καθώς και για το χρόνο που αποδέχθηκαν να παρατείνουν την προσφορά τους, γεγονός το οποίο οι ενδιαφερόμενοι υποχρεούνται να δηλώσουν εγγράφως στην προσφορά τους. Προσφορά που ορίζει ΧΡΟΝΟ ισχύος ΜΙΚΡΟΤΕΡΟ του παραπάνω αναφερόμενου θα απορρίπτεται. Η ισχύς της προσφοράς μπορεί να παρατείνεται, εφόσον ζητηθεί από την Ο.Λ.Α. Α.Ε., πριν από τη λήξη της, κατ' ανώτατο όριο για χρονικό διάστημα ίσο με ενενήντα (90) ημέρες.

#### 6. ΚΡΙΤΗΡΙΟ ΑΝΑΘΕΣΗΣ

Η επιλογή του Αναδόχου θα γίνει μεταξύ των ενδιαφερομένων που πληρούν τους όρους υποβολής προσφορών και δεν συντρέχει λόγος αποκλεισμού τους με βάση τον έλεγχο των δικαιολογητικών συμμετοχής (νομιμοποιητικών εγγράφων και ουσιαστικών προσόντων).

Ανάδοχος θα ανακηρυχθεί εκείνος που θα υποβάλλει τα χαμηλότερα ασφάλιστρα.

#### 7. ΑΝΑΚΟΙΝΩΣΗ ΑΝΑΘΕΣΗΣ – ΥΠΟΧΡΕΩΣΕΙΣ ΑΝΑΔΟΧΟΥ

Στον συμμετέχοντα που θα ανακηρυχθεί Ανάδοχος αποστέλλεται σχετική έγγραφη ειδοποίηση από την Ο.Λ.Α. Α.Ε. Ο Ανάδοχος είναι υποχρεωμένος να αποστείλει σε κλειστό φάκελο τα δικαιολογητικά τα οποία αναφέρονται στο άρθρο 3.1 της παρούσης εντός 7 εργάσιμων ημερών από την ειδοποίησή του, καθώς επίσης αφενός να αποστείλει εντός 3 εργάσιμων ημερών από την ειδοποίησή του, σχετικό Πιστοποιητικό Ασφάλισης (Cover Note) και αφετέρου το αργότερο εντός 15 ημερών (ημερολογιακών) να αποστείλει το ΑΣΦΑΛΙΣΤΗΡΙΟ ΣΥΜΒΟΛΑΙΟ και την ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΚΑΛΗΣ ΕΚΤΕΛΕΣΗΣ (σύμφωνα με το υπόδειγμα του Παραρτήματος II), που να καλύπτει ποσοστό 5% του συνολικού ποσού της προσφοράς. Η εγγυητική επιστολή καλής εκτέλεσης θα είναι αορίστου ισχύος. Αντί της εγγυητικής επιστολής καλής εκτέλεσης μπορεί να κατατεθεί ως εγγύηση στην εταιρία ΟΛΑ ΑΕ το αντίστοιχο χρηματικό ποσό και αντίγραφο του γραμματίου είσπραξης.

Σε περίπτωση που ο διαγωνιζόμενος είναι κοινοπραξία / σύμπραξη, η εγγυητική επιστολή αυτή πρέπει να εκδοθεί υπέρ όλων των μελών της κοινοπραξίας / σύμπραξης και όχι υπέρ μεμονωμένων μελών ξεχωριστά. Η εγγύηση καλής εκτέλεσης ισχύει και παραμένει σε ισχύ και ενέργεια, μέχρι να ολοκληρωθούν ικανοποιητικά όλες οι απαιτήσεις της Σύμβασης. Η εγγύηση καλής εκτέλεσης επιστρέφεται άτοκα στον Ανάδοχο μετά την λύση ή λήξη της Σύμβασης με την προϋπόθεση ότι δεν εκκρεμούν αξιώσεις της ΟΛΑ Α.Ε για οποιαδήποτε υπαίτια ή ανυπαίτια αθέτηση των όρων της Σύμβασης και δεν έχει υπάρξει λόγος για κατάπτωση της εγγυητικής επιστολής καλής εκτέλεσης, ολικά ή μερικά.

Διευκρινίζεται ότι η ημερομηνία έναρξης ισχύος της Ασφαλιστικής Κάλυψης είναι η ημερομηνία που αναγράφεται στο Πιστοποιητικό Ασφάλισης (Cover Note).

#### 8. ΤΡΟΠΟΣ ΠΛΗΡΩΜΗΣ

Η πληρωμή των ασφαλιστρών θα γίνεται σε δύο ισόποσες δόσεις ως εξής:

Η 1<sup>η</sup> εντός 30 ημερών από την ημερομηνία έναρξης της κάλυψης.

Η 2<sup>η</sup> εντός 60 ημερών μετά την πληρωμή της 1<sup>ης</sup> δόσης.

Ο Πρόεδρος – Διευθύνων Σύμβουλος  
ΟΛΑ ΑΕ  
Χρήστος Δούκας

#### ΣΥΝΗΜΜΕΝΑ:

Παράρτημα (I) Έντυπο Οικονομικής Προσφοράς

Παράρτημα (II) Έντυπο Εγγυητική Επιστολής Καλής Εκτέλεσης

Παράρτημα (III) Πίνακας ασφάλισης στην Ελληνική γλώσσα και στην Αγγλική γλώσσα

Παράρτημα (IV) Λεκτικό συμβολαίου στα Αγγλικά

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**ΠΑΡΑΡΤΗΜΑ Ι**

**ΕΝΤΥΠΟ ΟΙΚΟΝΟΜΙΚΗΣ ΠΡΟΣΦΟΡΑΣ**

	ΣΥΝΟΛΟ ΣΕ ΕΥΡΩ
ΠΡΟΓΡΑΜΜΑ ΑΣΦΑΛΙΣΗΣ ΑΣΤΙΚΗΣ ΕΥΘΥΝΗΣ Ο.Λ.Α. Α.Ε.	
ΦΟΡΟΙ	
<b>ΤΕΛΙΚΟ ΣΥΝΟΛΟ</b>	

**Συνολικά ολικά ασφάλιστρα για την ετήσια διάρκεια του ασφαλιστηρίου συμβολαίου ΤΕΛΙΚΟ  
ΣΥΝΟΛΟ.....€**

**Ισχύς Προσφοράς.....**

*Τίθεται η Υπογραφή του Νομίμου Εκπροσώπου του Ενδιαφερομένου και η σφραγίδα της εταιρείας (σε περίπτωση κοινοπραξίας/ σύμπραξης τίθενται οι υπογραφές των νομίμων εκπροσώπων όλων των εταιρειών που συμμετέχουν στην κοινοπραξία/ σύμπραξη και η σφραγίδα έκαστης εκ των συμπραττουσών εταιρειών).*

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Ο ΥΠΟΓΡΑΦΩΝ

ΤΡΑΠΕΖΑ..... (1).....  
ΑΝΩΝΥΜΗ ΕΤΑΙΡΕΙΑ  
ΚΕΝΤΡΙΚΟ ΚΑΤΑΣΤΗΜΑ  
ΥΠΗΡΕΣΙΑ ΕΓΓΥΗΤΙΚΩΝ ΕΠΙΣΤΟΛΩΝ  
Δ/ΝΣΗ  
Αθήνα..... (2).....  
Προς: ..... (3)  
ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΑΡΙΘΜΟΣ..... (4)

Κύριοι,

Έχουμε την τιμή να σας γνωρίσουμε με την παρούσα ότι σας εγγυόμαστε ανεπιφύλακτα και ανέκκλητα, παραιτούμενοι της ένστασης της διζήσεως υπέρ..... (5), μέχρι το ποσόν των..... (6) στο οποίο και μόνο περιορίζεται η εγγύησή μας για την καλή εκτέλεση από τον παραπάνω της Σύμβασης που υπεγράφη την ..... (7) με αριθμ..... (7), για την ..... (8). Από αυτήν την εγγύηση θα απαλλάξουμε τον ενδιαφερόμενο πελάτη μας μετά την επιστροφή της παρούσας ή με βάση την έγγραφη εντολή σας.

Διευκρινίζεται ότι η παρούσα ισχύει μόνο για την καλή εκτέλεση της παροχής των υπηρεσιών της ως άνω Σύμβασης.

Το παραπάνω ποσό τηρούμε στη διάθεσή σας και θα σας καταβάλουμε χωρίς αντίρρηση, ένσταση και χωρίς να ερευνηθεί αν πράγματι υπάρχει ή αν είναι νόμιμη η απαίτηση (κύρια οφειλή) ολικά ή μερικά, σε περίπτωση ολικού ή μερικού καταλογισμού της εγγύησης καλής εκτέλεσης σε βάρος αυτού υπέρ του οποίου εκδόθηκε η παρούσα, μέσα σε τρεις ημέρες από την έγγραφη ειδοποίησή σας προς εμάς.

Σημειώστε, παρακαλούμε, ότι η παροχή εγγυητικών επιστολών έκδοσης της Τράπεζάς μας δεν έχει υπαχθεί σε κανένα περιορισμό ποσοτικού ορίου με τις σχετικές Υπουργικές διατάξεις, (ή δηλώνουμε ομοίως με την παρούσα ότι δεν υφίσταται παράβαση των διατάξεων για όριο της Τράπεζάς μας σε σχέση με τις εγγυητικές επιστολές).

Διατελούμε με τιμή ..... (9).

Οδηγίες συμπλήρωσης των κενών διαστημάτων

1. Επωνυμία εκδότη εγγύησης
2. Τόπος - χρονολογία
3. Η Αρχή προς την οποία απευθύνεται
4. Στοιχεία της εγγυοδοσίας
5. Ονοματεπώνυμο αυτού του οποίου εκδόθηκε η εγγύηση
6. Το ποσό της εγγύησης αριθμητικά και ολόγραφα
7. Ημερομηνία υπογραφής της Σύμβασης και αριθμός αυτής
8. Αντικείμενο σύμβασης
9. Υπογραφή εκπροσώπου της Τράπεζας. Ονοματεπώνυμο

1. **ΑΣΦΑΛΙΖΟΜΕΝΟΣ**  
ΟΡΓΑΝΙΣΜΟΣ ΛΙΜΕΝΟΣ ΑΛΕΞΑΝΔΡΟΥΠΟΛΗΣ Α.Ε. (Ο.Λ.Α. Α.Ε.)  
Εμπορικός Λιμένας Αλεξανδρούπολης  
681 32 Αλεξανδρούπολη
2. **ΔΙΑΡΚΕΙΑ ΑΣΦΑΛΙΣΗΣ**  
12 Μήνες
3. **ΡΗΤΡΕΣ ΑΣΦΑΛΙΣΗΣ**  
**ΔΙΑΧΕΙΡΙΣΗ ΦΟΡΤΙΟΥ**  
**Ασφαλιζόμενοι Κίνδυνοι:** C1, C2, C3, C4, C5, C7 **Όροι συνασφαλιζομένων:** Ουδείς  
**Πρόσθετοι Κίνδυνοι:** C15 **Γενικοί Όροι:** G1, G2, G3, G4, G6  
**ΛΙΜΕΝΙΚΕΣ ΑΡΧΕΣ**  
**Ασφαλιζόμενοι Κίνδυνοι:** P1, P2, P3, P4, P5, P7 **Όροι συνασφαλιζομένων:** Ουδείς  
**Πρόσθετοι Κίνδυνοι:** P15 **Γενικοί Όροι:** G1, G2, G3, G4, G6
4. **ΑΣΦΑΛΙΖΟΜΕΝΕΣ ΥΠΗΡΕΣΙΕΣ**  
**ΔΙΑΧΕΙΡΙΣΗ ΦΟΡΤΙΟΥ**  
**Λειτουργικές Υπηρεσίες**  
Τερματικός Σταθμός (συμπεριλαμβανομένων των χειριστών Γερανών), Φορτοεκφόρτωση / Στοιβάσια / Αποθήκευση εμπορευμάτων (Ξηρού Χύδην & Γενικού τύπου φορτίων και Ε/Κ), Ανέλκυση – Καθέλκυση και Διαχείριση μικρών σκαφών (αλιευτικών – αναψυχής)  
**Διαχείριση Κίνησης**  
Επιβάτες Πλοίων γραμμής & Κρουαζιερόπλοιων, φορτηγά ξηρού χύδην / γενικού φορτίου και Ε/Κ, επιβατηγά οχηματαγωγά πλοία, Ρυμουλκούμενα και άλλα Ro-Ro, Σκάφη βοηθητικών υπηρεσιών λιμένος (ρυμουλκά, λάντζες) αλιευτικά σκάφη (επαγγελματικά και ερασιτεχνικά), σκάφη αναψυχής.  
**Άλλες Δραστηριότητες**  
Καμία  
**ΛΙΜΕΝΙΚΕΣ ΑΡΧΕΣ**  
**Διαχείριση Κίνησης**  
Επιβάτες Πλοίων γραμμής & Κρουαζιερόπλοιων, φορτηγά ξηρού χύδην / γενικού φορτίου και Ε/Κ, επιβατηγά οχηματαγωγά πλοία, Ρυμουλκούμενα και άλλα Ro-Ro, Σκάφη βοηθητικών υπηρεσιών λιμένος (ρυμουλκά, λάντζες) αλιευτικά σκάφη (επαγγελματικά και ερασιτεχνικά), σκάφη αναψυχής.  
**Άλλες δραστηριότητες**  
Υπηρεσίες άμεσης ανάγκης, Συλλογή σκουπιδιών, Παραχώρηση χώρων στάθμευσης – καταστημάτων υγειονομικού ενδιαφέροντος – χώρων αναψυχής - αποθηκευτικών χώρων προς χρήση και εκμετάλλευση έναντι οικονομικού ανταλλάγματος
5. **ΑΠΑΛΛΑΓΕΣ ΚΑΙ ΟΡΙΑ**  
**Σημαντική Σημείωση**  
Εκτός κι αν οριστεί διαφορετικά, θα εφαρμόζεται ένα **Γενικό Όριο των EUR 2,500,000** για κάθε ατύχημα και μια **Γενική απαλλαγή των EUR 3,500** για κάθε ατύχημα.  
**\*ΑΑ:** Το ανώτατο όριο θα εφαρμόζεται σε αυτές τις απαιτήσεις συγκεντρώνοντας όλες τις απαιτήσεις που αφορούν τον ίδιο κίνδυνο για κάθε ασφαλιστικό έτος.  
**\*CA:** Το ανώτατο όριο θα εφαρμόζεται σε αυτές τις απαιτήσεις συγκεντρώνοντας όλες τις απαιτήσεις που αφορούν κάθε κίνδυνο με την επισήμανση CA\* για κάθε ασφαλιστικό έτος.  
**\*CS:** Συνδυασμένο κοινό Όριο θα εφαρμόζεται σε αυτές τις απαιτήσεις που επισημαίνονται ως CS, για κάθε ατύχημα.

Εάν μια απαίτηση προκύπτει από παραπάνω από έναν κίνδυνο, όπως αναφέρονται παρακάτω, τα όρια θα εφαρμόζονται σύμφωνα με τη Ρήτρα G1:6. Θα πρέπει να δοθεί ιδιαίτερη προσοχή στη Ρήτρα G1:6.5.1, αποτέλεσμα της οποίας είναι οι απαιτήσεις που απορρέουν από περισσότερους από έναν κινδύνους θα υπόκεινται σε συνδυασμένο κοινό όριο, εκτός εάν υπόκεινται σε ανώτατο όριο ή συνδυασμένο συνολικό όριο.

Θα πρέπει να δοθεί ιδιαίτερη προσοχή στη Ρήτρα G1:7, η οποία περιλαμβάνει διατάξεις στα όρια που εφαρμόζονται σχετικά με τρομοκρατικούς κινδύνους για τις εγκαταστάσεις, τον εξοπλισμό και τη διακοπή της λειτουργίας της επιχείρησης. Αυτές οι απαιτήσεις εφαρμόζονται εκτός και εάν αντικαθιστούνται συγκεκριμένα παρακάτω.

Όπου ένα ιδιαίτερο όριο αναφέρεται στην παράγραφο του πρότυπου λεκτικού, το ιδιαίτερο όριο θα εφαρμόζεται στην ασφάλισή εκτός και εάν:

- Η παράγραφος διαφοροποιείται συγκεκριμένα στον παρακάτω πίνακα, ή
- Ένα χαμηλότερο όριο αναφέρεται στον παρακάτω πίνακα όπως γενικά εφαρμόζεται στη ρήτρα στην οποία η παράγραφος περιέχεται.

Όσον αφορά το Όριο (σε ευρώ) ανά ατύχημα που αναφέρεται στον παρακάτω πίνακα, εφιστάται η προσοχή σας στην παράγραφο 3 της ρήτρας που αφορά τη Ρήτρα των εξόδων, το αποτέλεσμα της οποίας είναι ότι το κόστος της διερεύνησης και της υπεράσπισης (συμπεριλαμβανομένων των νομικών, της επιθεώρησης, των εμπειρογνομόνων και άλλων δαπανών) θα συμπεριλαμβάνονται εντός του ορίου που εφαρμόζεται από τον Ασφαλιστή για την απαίτηση στην οποία αναφέρονται, και δεν θα είναι πληρωτέα σε υπέρβαση του ορίου αυτού.

<b>ΔΙΑΧΕΙΡΙΣΗ ΦΟΡΤΙΟΥ</b>	<b>Απαλλαγή (EUR) ανά Ατύχημα</b>	<b>Όριο (EUR) ανά Ατύχημα</b>
<b>Ασφαλιζόμενοι Κίνδυνοι</b>		
C1 Υποχρεώσεις προς πελάτες	3,500	2,500,000
Ειδικό όριο σχετικά με τα Εμπορεύματα σε αποθήκη	3,500	250,000 *AA
Ιδιοκτησία του πελάτη, Πλοία και Αεροσκάφη (Παράγραφος 1.2)	20,000	2,500,000
Πολύτιμο Φορτίο (Παράγραφος 3)	3,500	100,000 *AA
C2 Λάθη και Παραλείψεις	3,500	500,000 *AA
C3 Υποχρεώσεις προς Τρίτους	3,500	2,500,000
C4 Πρόστιμα και Φόροι	3,500	250,000 *AA
C5 Κόστη (Εκτός Μείωσης – βλέπε C5:3 και C5:4)	-	2,500,000
C7 Διακριτική Ασφάλιση	-	2,500,000
<b>Πρόσθετοι Κίνδυνοι</b>		
C15 Συμβουλές και Πληροφορίες	3,500	500,000 *AA
<b>ΛΙΜΕΝΙΚΕΣ ΑΡΧΕΣ</b>		
<b>Ασφαλιζόμενοι Κίνδυνοι</b>		
P1 Υποχρεώσεις προς πελάτες	3,500	2,500,000
Ειδικό όριο σχετικά με τα εμπορεύματα σε αποθήκη	3,500	250,000 *AA
Πολύτιμο Φορτίο (Para 3)	3,500	100,000 *AA
P2 Ευθύνες σχετικά με Λάθη και Παραλείψεις	3,500	500,000 *AA
P3 Υποχρεώσεις προς Τρίτους	3,500	2,500,000
P4 Πρόστιμα και Φόροι	3,500	250,000 *AA
P5 Κόστη (Εκτός Μείωσης – βλέπε P5:3 and P5:4)	NIL	2,500,000
P7 Διακριτική Ασφάλιση	NIL	2,500,000
<b>Πρόσθετοι Κίνδυνοι</b>		
P15 Συμβουλές και Πληροφορίες	3,500	500,000 *AA



**Εισερχόμενα πλοία στα λιμάνια αρμοδιότητας Ο.Λ.Α. Α.Ε.**

- ένα Ε/Γ-Ο/Γ πλοίο με δρομολόγια μεταξύ Αλεξανδρούπολης - Σαμοθράκης 370 (αφίξεις-αναχωρήσεις) ανά έτος. Εντός του 2017 έχει εγκριθεί και αναμένεται επίσης η εξυπηρέτηση γραμμής Λαύριο – Λήμνος – Σαμοθράκη – Αλεξανδρούπολη (12 δρομολόγια κατά την καλοκαιρινή περίοδο -1 ανά εβδομάδα)
- φορτηγά πλοία  
2012-124 κ/τ  
2013-103 κ/τ  
2014-143 κ/τ  
2015-91 κ/τα  
2016 έως 11ο μήνα 72
- Δ/Ξ ΑΓΙΟΣ ΝΙΚΟΛΑΟΣ (περίπου 24 δρομολόγια ανά έτος)
- επαγγελματικά και ερασιτεχνικά αλιευτικά σκάφη, σκάφη αναψυχής, ρυμουλκά & λάντζες

**Οικονομικά στοιχεία**

Πραγματοποιηθείς κύκλος εργασιών προηγούμενων ετών

2011: 931.643 €  
2012: 810.271 €  
2013: 637.077 €  
2014: 605.769 €  
2015: 561.124 €

Προβλεπόμενος κύκλος εργασιών 2016: 1.020.000 €

Προβλεπόμενος κύκλος εργασιών 2017: 1.010.500 €

Προβλεπόμενη διακίνηση

	Εκτίμηση για το τρέχον έτος	Εκτίμηση για το επόμενο έτος
Τόνοι	200,000	240,000
Επιβάτες	140,000	150,000
Αυτοκίνητα	27,000	30,000

**ΕΙΔΙΚΗ ΣΥΜΦΩΝΙΑ**

Υπάρχει εγκεκριμένη Αξιολόγηση και Σχέδιο Ασφάλειας Λιμενικής Εγκατάστασης (ΑΑΛΕ και ΣΑΛΕ) του λιμένα Αλεξανδρούπολης, σύμφωνα με τις απαιτήσεις του διεθνούς κώδικα ISPS. Έχει επίσης οριστεί Υπεύθυνος Ασφάλειας Λιμενικής Εγκατάστασης (ΥΑΛΕ), κατάλληλα εκπαιδευμένος και πιστοποιημένος, ενώ και το προσωπικό του Οργανισμού έχει περάσει από αντίστοιχα σεμινάρια επί θεμάτων ασφαλείας του κώδικα ISPS.

Η εφαρμογή του παραπάνω Σχεδίου απαιτεί την υλοποίηση μίας σειράς επεμβάσεων οι οποίες δεν έχουν προχωρήσει ακόμη, όπως προμήθεια εξοπλισμού και εγκαταστάσεων ασφαλείας, συνεργασία με εταιρεία φύλαξης κλπ, έτσι ώστε να υπάρχει πλήρης συμβατότητα με τις απαιτήσεις του ΣΑΛΕ. Έως τότε, εφαρμόζονται τα προβλεπόμενα ισοδύναμα μέτρα σε συνεργασία με το Κεντρικό Λιμεναρχείο Αλεξανδρούπολης.

1. **ASSURED:**  
ALEXANDROUPOLIS PORT AUTHORITY S.A. (A.P.A. S.A.)  
Commercial Port of Alexandroupolis, Greece 68132
  
2. **PERIOD OF INSURANCE**  
12 months
  
3. **INSURANCE CLAUSES**  
**CARGO HANDLING FACILITY**  
**Standard Risks:** C1, C2, C3, C4, C5, C7      **Joint Assured Provisions:** None  
**Additional Risks:** C15      **General Provisions:** G1, G2, G3, G4, G6  
  
**PORT AUTHORITY**  
**Standard Risks:** P1, P2, P3, P4, P5, P7      **Joint Assured Provisions:** None  
**Additional Risks:** P15      **General Provisions:** G1, G2, G3, G4, G6
  
4. **INSURED SERVICES**  
**CARGO HANDLING FACILITY**  
**Operational Facilities**  
Marine terminal (including its Crane Operators), Handling / Stowage / Storage (Dry Bulk & General Cargo and Containers), Lifting - Launching and Wintering of small vessels (fishing - yachts), Stevedoring  
**Traffic Handled**  
Cruise/ liner passengers, Dry bulk/General cargo/Container ships, Ferry passengers, Trailers and other ro-ro cargo ships, Small vessels (tugs, fishing vessels, yachts etc)  
**Other Activities**  
None  
  
**PORT AUTHORITY**  
**Landlord Traffic Handled**  
Cruise/ liner passengers, Dry bulk/General cargo/Container ships, Ferry passengers, Trailers and other ro-ro cargo ships, Small vessels (tugs, fishing vessels, yachts etc)  
**Landlord Other Activities**  
Emergency Services provision, Garbage collection, Hiring of parking areas - stores - recreation areas - storage areas
  
5. **DEDUCTIBLES AND LIMITS**  
**Important Note**  
Unless otherwise stated a **General Limit of EUR 2,500,000** each accident and a **General Deductible of EUR 3,500** each accident applies.  
  
\*AA: An aggregate limit will apply to these claims by aggregating all claims under the same risk in each account year.  
  
\*CA: An aggregate limit will apply to these claims by aggregating all claims under all risk marked CA\* in each account year.  
  
\*CS: Combined Single Limit will apply to these claims marked CS, each accident.  
  
If a claim arises from more than one risk, as listed below, limits will be applied as per Clause G1:6. Your attention is drawn, in particular, to G1:6.5.1, the effect of which is that claims arising from more than one risk, unless subject to an aggregate or combined aggregate limit, will generally be subject to combined single limit.

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 Your attention is drawn to G1:7, which contains provisions on limits applying to terrorism claims for property, handling equipment and business interruption. These provisions apply unless they are **specifically** overridden below.

Where a special limit is stated in paragraph in the standard wordings the special limit will apply to your insurance unless:

- The paragraph is specifically amended in the Schedule below, or
- A lower limit is stated in the Schedule below as applying generally to the clause in which the paragraph is contained.

With respect to the Limit (EUR) each Accident listed in the Schedule below, your attention is drawn to paragraph 3 of the Costs Clause, the effect of which is that investigation and defence costs (including legal, survey, expert and other costs) will be included within the Club limit applicable to the substantive claim to which they relate, and will not be payable in excess of this limit.

<b>CARGO HANDLING FACILITY</b>	<b>Deductible (EUR) each Accident</b>	<b>Limit (EUR) each Accident</b>
<b>Standard Risks</b>		
C1 Customer Liabilities	3,500	2,500,000
Special Limit in respect of Goods in a Warehouse	3,500	250,000 *AA
Customer's Property, Ships & Aircraft ( <i>Para 1.2</i> )	20,000	2,500,000
Valuable Cargo ( <i>Para 3</i> )	3,500	100,000 *AA
C2 Errors & Omissions	3,500	500,000 *AA
C3 Third Party Liabilities	3,500	2,500,000
C4 Fines & Duty	3,500	250,000 *AA
C5 Costs (Except Mitigation – See C5:3 and C5:4)	NIL	2,500,000
C7 Discretionary Insurance	NIL	2,500,000
<b>Additional Risks</b>		
C15 Advice & Information	3,500	500,000 *AA
<b>PORT AUTHORITY</b>		
<b>Standard Risks</b>		
P1 Customer Liabilities	3,500	2,500,000
Special Limit in respect of Goods in a Warehouse	3,500	250,000 *AA
Valuable Cargo ( <i>Para 3</i> )	3,500	100,000 *AA
P2 Errors & Omissions Liabilities	3,500	500,000 *AA
P3 Third Party Liabilities	3,500	2,500,000
P4 Fines & Duty	3,500	250,000 *AA
P5 Costs (Expect Mitigation – See P5:3 and P5:4)	NIL	2,500,000
P7 Discretionary Insurance	NIL	2,500,000
<b>Additional Risks</b>		
P15 Advice & Information	3,500	500,000 *AA

6. ~~ASSETS - PHYSICAL RISKS~~ 1777966 2017-02-08  
None

7. **ADDITIONAL TERMS AND CONDITIONS**

DIC Clause as attached  
Specific Agreement No.1 (underwriting information)

8. **ADDITIONAL INTERESTS**

(Including JOINT ASSUREDS/ CO – ASSUREDS)  
As agreed

9. **APPROVED CONTRACTS**

Any compulsory international transport convention or national transport law.  
Any other agreed contract

10. **CONDITIONS**

As per attached wording

11. **LAW & JURISDICTION**

English Law & Jurisdiction

**Calls**

- One Passenger Vessel on Route Alexandroupoli – Samothraki island – 370 calls per annum. An extra line on Route Lavrio - Limnos - Samothraki - Alexandroupolis has also been approved and is expected in 2017 (12 calls during the summer period)
- Bulkers/Container Vessels
  - 2012-124 calls
  - 2013-103 calls
  - 2014-143 calls
  - 2015 -91 calls
  - 2016 -72 calls till November
- M/T AGIOS NIKOLAOS approx. 24 calls per annum
- Fishing vessels, yachts and tugs

**Financial Information**

Actual annual turnover for the last 5 years

- 2011: EUR931.643
- 2012: EUR810.271
- 2013: EUR637.077
- 2014: EUR605.769
- 2015: EUR561.124

Estimated turnover for 2016: EUR1.020.000

Estimated turnover for 2017: EUR1.010.500

Estimated traffic	Current Year	Forecast for 2017
Tonnes	200,000	240,000
Passengers	140,000	150,000
Cars	27,000	30,000

**SPECIFIC AGREEMENT NO.1**

There is an approved Evaluation and Port Facility Security Plan for the Alexandroupolis Port, according to the requirements of the international ISPS Code. It has also been appointed a Port Facility Security Officer, properly trained and certified, while staff has completed relevant seminars on security issues on the ISPS Code.

The application of this Plan requires the implementation of a series of interventions which have not progressed further such as supply of equipment and safety facilities, together with firm storage etc., so that the Alexandroupolis Port will be fully complied with the requirements of the Port Facility Security Plan. Until then, equivalent measures are implemented in cooperation with the Central Port Authority of Alexandroupolis.

**ΠΑΡΑΡΤΗΜΑ ΙV**  
**ΛΕΚΤΙΚΟ ΣΥΜΒΟΛΑΙΟΥ ΣΤΑ ΑΓΓΛΙΚΑ**

(συνοδεύει την υπ' αριθ. πρωτ. 09/03-01-2017 πρόσκληση  
εκδήλωσης ενδιαφέροντος)

**PORT AUTHORITY (PTA) COVER**

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**P1 CUSTOMER LIABILITIES CLAUSE**

**1 You are insured for:**

**Your liability for physical loss/ damage of:**

1.1 Cargo

1.2 Your customer's property including ships  
and consequential loss arising from 1.1  
and 1.2

**2 You are *not* insured under this Clause for liabilities under 1.1:**

2.1 incurred under a provision in a contract with your customer that  
you incur liability without your fault or negligence

2.2 to the extent that your liability is increased by a declaration of  
value by your customer

STANDARD RISKS

- 2.3 arising from unexplained losses discovered on inventory/stocktaking
- 2.4 which are liquidated damages

### 3 Valuable Cargo

3.1 You are *only* insured for liabilities in respect of:

- bullion
- precious stones/precious jewellery/precious metal
- cash/securities
- valuable works of art
- thoroughbred horses
- computers/handheld electronic products/mobile telephones (and electric components of these)

*if:*

3.1.1 your customer did not inform you that you were handling valuable cargo as defined in this paragraph (3.1) *unless* you should with reasonable care have known this *or*

3.1.2 you handle the cargo under your usual contract *and* you ensure that reasonable security measures are taken *and* your customer agrees that:

- your customer's bill of lading\* gives you the benefit of provisions in it which exclude/limit liability *and*
- your customer will indemnify you for any liability exceeding the lesser of:
- your liability under your contract with your customer
  - the liability which you would have incurred if the scope of your customer's bill of lading\* had included your services and you could have relied on its provisions excluding/limiting liability

*\*or other contract of carriage*

3.2 Special limit (3.1): US\$1,000,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

**P2 ERRORS & OMISSIONS LIABILITIES CLAUSE**

**1 You are insured for:**

**Your liability for:**

- 1.1 Financial loss incurred by:
  - 1.1.1 your customer or
  - 1.1.2 the person entitled to delivery under a bill of lading or other contract of carriage or handling documentation arising from delivery of cargo contrary to your contractual obligations
- 1.2 Financial loss incurred by your customer arising from failure to perform your contractual obligations - but *not* for liabilities for financial loss arising from physical loss/damage of cargo or property
- 1.3 Delay in handling cargo or your customer's equipment, ships or aircraft

**2 You are *not* insured under this Clause for:**

Contractual liabilities to your customer for failing to provide your

- 2.1 insured services at/within an agreed time
- 2.2 Your own operational loss (unless in mitigation of a claim as specified at P5:1.1)

**3 Intentional or Reckless Conduct**

The Directors may reduce or reject a claim if it appears to them that you or your employee has acted (or failed to act) intentionally or recklessly. In exercising this discretion the Directors may, among other things, consider your corporate systems/procedures

**4 References to P1**

The following paragraphs of P1 also apply:

- 4.1 2.1 No fault liability
- 4.2 2.3 Inventory/stocktaking
- 4.3 2.4 Liquidated damages

4.4 3 Valuable cargoes

**5 Special Limit**

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

**P3 THIRD PARTY LIABILITIES CLAUSE**

**1 You are insured for:**

**Your liability:**

1.1 For physical loss/damage of third party property

1.2 For death, injury or illness of any third party

You are *not* insured for your liability to your employee except as  
stated at 3 below.

You are not insured *in any case* as specified at 2.3

1.3\* To compensate a third party for *its* liability:

1.3.1 for physical loss/damage of third party property

1.3.2 for death or injury of any third party, *including* your employee  
*unless* excluded at 2.3

1.4\* To compensate:

1.4.1 a third party for its own third party liabilities *if* your liability  
arises solely under a contract:

- for lease/sale of equipment for use in your insured services or
- with your subcontractor or joint service/venture partner or

1.4.2 your subcontractor or joint service/venture partner for physical  
loss/damage to its own property *if* your liability arises solely  
under a contract with the subcontractor or joint  
service/venture partner

*\*you are insured under 1.3 and 1.4 for your contractual liability only*

1.5 To compensate:

1.5.1 a shipowner in respect of a claim under the 1969/1992 Civil  
Liability Conventions\*

1.5.2 the International Oil Pollution Compensation Fund in  
respect of a claim under the 1992 Fund Convention\*

*\*as amended*

1.6 For consequential loss arising from 1.1-1.3 and 1.4.1

**2 You are *not* insured under this Clause for liabilities:**

2.1 incurred under a provision in a contract that you incur liability without your fault or negligence

2.2 which are liquidated damages

2.3 *for* death, injury or illness of your employee which you incur as an employer

2.4 which would normally be insured under an Employers Liability insurance *except* as specified at 1.4 or 3

2.5 *arising from* ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed

2.6 *arising from an accident* in USA/Canada involving your\* chassis/trailer for use on public roads

2.7 *in respect of* your\* carrying equipment *not* insured for loss or damage

2.8 *as* owner/lessee of land which is *not* an insured location

2.9 *arising from* erection or dismantling of insured handling equipment - *unless* for inspection, maintenance or repair (or relocation if not excluded under 2.10)

2.10 *arising from* relocation of insured handling equipment - *other than* within the same terminal, port or depot

2.11 *for* physical loss/damage of your customer's property and consequential loss arising from this

2.12 which are *contractual* liabilities to compensate someone else for physical loss/damage to your\* property

*\*owned or leased*

**3 Employees**

The following are insured as specified at 1.2:

- The *assured* for liabilities directly to an employee of a joint assured and *conversely*
- A *joint assured* for liabilities directly to an employee of the assured or *another* joint assured

#### 4 **Transfer of Interest in Equipment under Contract of Sale**

You are *only* insured for liabilities in respect of equipment after your interest in it has been transferred under a contract of sale *if*:

- 4.1 we insured it immediately before the transfer *and*
- 4.2 the contract of sale:
  - provides that the equipment is sold "as is where is" *and*
  - includes no warranty except that the equipment is as described and that the purchaser has quiet use *and*
  - expressly excludes any other warranty, including fitness of use and merchantability
- 4.3 the accident occurs during your period of insurance. The date of the accident for these purposes is the date of the loss/damage (or death, injury or illness) - not the date of sale

#### 5 **Leased Equipment/Facilities**

You *are* insured in respect of port facilities or equipment leased to, or used with your consent by, someone else

#### 6 **Limit of Liability**

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

**7 Special Limits**

Special limit: US\$1,000,000 - each accident and in the aggregate each account year - unless otherwise stated in your certificate applies to claims:

- 7.1 under 1.3.2; 1.5 & 3 above (and consequential loss arising from these claims under 1.6)
- 7.2 in USA arising from host liquor

STANDARD RISKS

**P4 FINES & DUTY CLAUSE**

**1 You are insured for:**

**1.1 *The following arising from a breach of regulations specified at 1.2:***

1.1.1 Your liability for:

- Fines and other penalties
- Duty and sales/excise tax and similar fiscal charges imposed on you (or anyone acting for you) by an authority *and* which would not have been payable except for the breach of regulations specified at 1.2

1.1.2 Confiscation by an authority of property including your insured equipment

**1.2 *The regulations referred to at 1.1 relate to:***

1.2.1 import/export and carriage of cargo or your customer's equipment

1.2.2 immigration

1.2.3 safety at work

1.2.4 security/anti-terrorism

1.2.5 pollution

1.2.6 the following - *to the extent that you are insured for services to which the regulations apply:*

- navigational aids
- marine traffic control
- pilotage

**2**

**2.1 You are *not* insured under this Clause for liabilities:**

*in respect of regulations relating to tariffs, competition or regulation of companies*

- 2.2 *arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed*
- 2.3 *in respect of your owned/leased carrying equipment *not* insured for loss/damage*
- 2.4 *for liability/confiscation arising from your making your customs bond/guarantee available to another operator - *unless* this arises from:*
  - *assistance which the operator provides to you in your insured services *or**
  - *insured services which you provide to the operator*

3 *Joint Service/Venture Partner*

You are also insured for your liability to compensate your joint service/venture partner for its liability as specified at 1 above which arises from your failure to perform your contractual obligations

4 *Road Carriage*

The Directors may reduce or reject a claim for breach of regulations concerning weight of cargo or carrying equipment on a public road if it appears to them that you or your employee have acted (or failed to act) intentionally or recklessly

5 *Illegality*

If insurance for any of the mers specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

6 *Special Limits*

- 6.1 Special limit: US\$1,000,000\* - claims under 1.2.5 & 1.2.6
- 6.2 Special limit: US\$100,000\* - for liability/confiscation arising from your customer's failure to pay properly assessed duty/tax - either to an authority or to you

*\*each accident and in the aggregate each account year - unless otherwise stated in your certificate*

STANDARD RISKS

**P5 COSTS CLAUSE**

**1 You are insured for:**

The following costs:

**1.1 Mitigation**

Costs of minimising a claim under your policy

**1.2 Investigation & Defence**

Costs arising from investigating an accident which may give rise to a claim under this cover and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim under this cover

**1.3 Disposal**

Costs, additional to costs which you would have incurred in any event, of disposing of cargo, insured equipment/property or your customer's property

- *except a ship/aircraft (or wreck) - after an accident to it*

**1.4 Quarantine & Disinfection** (including fumigation) - other than in the normal course of business

**1.5 Wreck Removal**

Costs of removing the wreck of a ship which became a wreck as a result of an accident while you were insured and which are incurred:

- voluntarily or in exercise of your statutory right *and*
  - in order to avoid or minimise a claim under P1/P3
- less sums which you can recover from anyone else*

**1.6** *Pollution*

Clean up costs which you incur under compulsorily applicable law or by order of an authority

**2** **Approval/Agreement**

You are *only* insured if:

- 2.1 The Managers have agreed to the costs *or*
- 2.2 The Directors decide that the costs were properly incurred

**3** **Limits**

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

1.1-1.2: as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose

1.3-1.4: your general limit

1.5: US\$ 500,000\*

1.6: US\$ 1,000,000\*

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

**4** **Deductibles**

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

1.1: as for the claim being mitigated

1.2-1.5: nil

STANDARD RISKS

**HANDLING EQUIPMENT CLAUSE**

**1** **You are insured for:**

**1.1** **Physical loss/damage of insured handling equipment arising from:**

- any accidental cause - including mechanical/electrical breakdown or malfunction
- strikes riots & terrorist risks - subject to 4 and 8 below

1.2 **Per diem lease charges** incurred when re-delivery to the lessor of your insured leased handling equipment is:

- prevented because the equipment is a total loss *or* •  
delayed because you are obliged to repair it as a result of an insured risk *unless* the equipment is leased to you subject to a purchase option exercisable by you or for your benefit

Special limit (1.2): maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

**2 You are *not* insured under this Clause:**

2.1\* For costs of remedying/repairing:

2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a claim is excluded under this paragraph (2.1.1)

2.1.2 wear and tear

2.1.3 mechanical/electrical breakdown or malfunction of:

- communications equipment, alarm systems or external computers
- equipment with market value less than US\$75,000 2.2\*

For loss/damage arising from:

2.2.1 inherent vice or latent defect

2.2.2 subsidence *unless* this is sudden, unintended and unexpected

2.2.3 computer, data processing or program error/breakdown

*\*2.1-2.2 are limited to the equipment (or part of the equipment) immediately affected*

2.3 For loss/damage arising from:

2.3.1 mysterious disappearance (and loss discovered on inventory) - of spare parts, accessories, plant, tools or materials for maintenance/repair of equipment

2.3.2 nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority

2.3.3 overload\*

2.3.4 tests under abnormal conditions\*

- 2.3.5 any modification - *unless* agreed by:
    - the manufacturer *or*
    - an authority *or*
    - a surveyor approved by the Managers
  - 2.3.6 erection or dismantling of equipment - *unless* for inspection, maintenance or repair (or relocation if not excluded under 2.3.7)
  - 2.3.7 relocation of equipment - *other than* within the same terminal, port or depot
    - \* *unless to comply with regulations*
  - 2.4 For loss/damage or costs, fines (and other penalties):
    - 2.4.1 arising from the enforcement of any regulation concerning the use, reconstruction, repair or demolition of insured equipment
    - 2.4.2 imposed on you by an authority *other than* loss/damage by an authority during a fire, not caused (wholly/partly) by war risks, for the sole purpose of retarding the fire
  - 2.5 For loss/damage arising from cessation/fluctuation/insufficiency of water, gas or electricity supplies
  - 2.6 For loss/damage:
    - 2.6.1 *of an expendable/replaceable part - unless* arising from loss/damage to the equipment which is external to the part
    - 2.6.2 *after* the equipment has been requisitioned
    - 2.6.3 *after* you cease to have an interest in the equipment
  - 2.7 For war risks
  - 2.8 For cessation of work
- 3 *Declaration*
- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
  - 3.2 You will not reduce the insured value of any item during your account year
  - 3.3 You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim.

If we do not agree to the increased risk, we will not be liable for resulting claims

- 3.4 A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5.5

#### 4 SRT (Strikes Riots & Terrorist) Risks

- 4.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 4.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 4.3 Insurance for SRT risks will automatically terminate on:
- 4.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 4.3.2 war (declared or not) between permanent members of the UN Security Council

#### 5 **Amounts Recoverable from us - Damage**

- 5.1 We will at our option:
- 5.1.1 replace what is damaged with equipment of the nearest (but no worse) age, type or condition *or*
  - 5.1.2 pay reasonable repair costs - not exceeding the insured value including reasonable costs of your own labour and materials, not exceeding the market cost
- 5.2 We will deduct:
- the value of any part that can be used again
  - costs of any other work done in conjunction with the repair
- 5.3 We will not be responsible for the cost of temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair
- 5.4 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

- 5.5 If the insured value is also the *new replacement value* we will pay as at 5.1-5.3 without deduction for average. If the insured value is less than the *new replacement value* we will pay:
- cost of materials (including duties and taxes) - reduced by the percentage by which the insured value is less than the *new replacement value*
  - freight charges and labour costs - without deduction for average

## 6 Amounts Recoverable from us - Total Loss

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

## 7 *Market/Indemnity Value*

- 7.1 If no insured value has been agreed - substitute *market value* for insured value in 5-6 above
- 7.2 If the equipment is over five years old - substitute *indemnity value* for *insured value* in 5-6 above. *Five years old* means *handed over by the manufacturer five years before the start of the account year in which the accident occurs*

## 8 Definition of Accident

- 8.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event.
- 8.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):
- storm

- earthquake/volcanic eruption
  - strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
- 8.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
- no two periods overlap *and*
  - no period commences before your first recorded individual loss in that event during the period of your insurance
- 8.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the insured equipment and its receding, regardless of the time involved *except* that no *accident* will be deemed to:
- start before your first recorded individual loss in that accident occurring during the period of your insurance or
  - extend beyond 30 days after you cease to be insured
- 8.5 The definition of *accident* at G6:2 does not apply to this clause

STANDARD RISKS

**P7 DISCRETIONARY INSURANCE CLAUSE**

**1 You are insured as follows:**

In addition to insurance under other clauses the Directors may in their discretion decide that we will reimburse you for risks incurred:

- 1.1 incidental to insured services
- 1.2 in case of interference by an international organisation or authority, which the Directors consider is unwarranted or requires investigation
- 1.3 where the Directors by special direction consider this in our interests, or those of our members

ADDITIONAL RISKS

**P8 PROPERTY: PHYSICAL LOSS & DAMAGE CLAUSE**

**1 You are insured for:**

Direct physical loss/damage of insured property as specified below from any accidental cause:

- 1.1 Buildings and infrastructure
- 1.2 Plant, machinery, fixtures and fittings

**2 You are *not* insured under this Clause for:**

2.1\* Loss/damage arising from:

2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a claim is excluded under this paragraph (2.1.1) - *other than* loss/damage which directly arises from fire/explosion arising from this

2.1.2 the following in respect of equipment which you own or operate:

- mechanical/electrical breakdown or malfunction
- implosion/explosion of boilers or pressure/vacuum vessels
- operation of relief valves or safety devices

2.1.3 insects/vermin

2.1.4 inherent vice or latent defect

2.1.5 atmospheric conditions (dampness, dryness, extremes/changes of temperature), condensation or fog/smog

2.2\* The following:

2.2.1 wear and tear

2.2.2 rot, spoilage, decay, decomposition or leakage

2.2.3 microorganisms

2.2.4 normal settling, shrinking or expansion in buildings, structures or foundations

2.2.5 subsidence *unless* this is sudden, unintended and unexpected

2.2.6 computer, data processing or program error/breakdown

*\*2.1-2.2 are limited to the property (or part of the property)  
immediately affected*

2.3 War risks

2.4 Cessation of work

2.5 Loss/damage arising from nationalisation, embargo, quarantine, requisition, compulsory purchase or any order of an authority, depriving you of the use or value of insured property

2.6 Loss/damage or costs, fines (and other penalties):

2.6.1 arising from the enforcement of any regulation concerning the use, reconstruction, repair or demolition of insured property

2.6.2 imposed on you by an authority *other than* loss/damage by an authority during a fire, not caused (wholly/partly) by war risks, for the sole purpose of retarding the fire

2.7 Loss/damage arising from backing up of sewers/drains or seepage of any substance

2.8 Mysterious disappearance (and loss discovered on inventory)

2.9 Theft, fraud, wrongful conversion or abstraction by you\*, your employee or your bailee\* *whether or not*:

- in collusion with others
- in the course of your/his/her duties

*\*including any associate or officer*

2.10 Loss/damage arising from the insolvency (or financial impairment) of anyone to whom your property is entrusted

2.11 Loss/damage arising from renovating, repairing or working on insured property - *unless* the loss/damage is caused by fire or explosion which directly arises from renovating, repairing or working on insured property

2.12 Loss/damage to electronic recordings arising from electrical/magnetic interference - *other than* by lightning

2.13 Loss/damage arising from cessation/fluctuation/insufficiency of water, gas or electricity supplies

2.14 Loss/damage to personal property arising from:

- shrinkage, evaporation, loss of weight or leakage

- marring, scratching, exposure to light or change in colour/texture/flavour *unless* caused directly by fire or combating fire

2.15 The following property:

- 2.15.1 land - defined here as including land values, soil, earth, spoil, unmined minerals, open pits/pitwalls and roadways - and including land on which insured property is situated. The definition of land at G6:2 does *not* apply to this paragraph (2.15.1)
- 2.15.2 naturally occurring substances including water *unless* contained in plumbing or firefighting installations
- 2.15.3 shafts, mines, tunnels, wells, ponds, earth dams, dikes, embankments and earthen structures
- 2.15.4 driveways, pavements, kerbs and culverts
- 2.15.5 buildings/structures:
  - under construction (and materials/supplies for them)
  - vacant or inoperative for more than 30 days (and property inside them)
- 2.15.6 power transmission/feeder lines not on your premises
- 2.15.7 signs of all types, including ornamentation and lettering
- 2.15.8 awnings and glass
- 2.15.9 property in transit
- 2.15.10 property which you have sold (or over which you have a charge) after it leaves your/your employee's custody
- 2.15.11 cash/securities and valuable papers
- 2.15.12 aircraft, ships, road vehicles and railway locomotives/rolling stock
- 2.15.13 animals, plants and other living things
- 2.15.14 precious jewellery, precious stones, furs and garments
- 2.15.15 cargo

2.16 The following loss/damage in the countries specified below:

2.16.1 *France: Catastrophes Naturelles*

Declared a natural disaster and published in the Official Journal of the French Republic

2.16.2 *Germany: Sturmflut*

Flooding of dry land by storm driven waves on coastal areas into bays or inland waters connected to the ocean or sea

2.16.3 *Netherlands: Flood Exclusion*

Arising from damage/overflowing of dams, dikes, floodgates, and other similar works, whether or not the resulting flood is due to an accident covered by your insurance

2.16.4 *South Africa: SASRIA/Namibia: NASRIA*

Arising directly/indirectly from an from an accident for which a fund has been established under the War Damage Insurance and Compensation Act (No. 85 of 1976), commonly known as the SASRIA or NASRIA Pool

2.16.5 *Spain: Consorcio de Compensacion de Seguros & Calamidad Nacional*

Arising from an accident declared within the *Consorcio* or leading to the declaration of a *Calamidad*

3 *Valuation*

Property will be valued for the purposes of:

- the insured value according to your declaration
- your recovery from us in the event of a claim (which will not exceed the insured value)

3.1 *Third party property* the amount for which you are liable, not exceeding the indemnity value

3.2 *Tenants improvements/betterments* the indemnity value if you make the improvement/betterment (you are not insured in the case of improvement/betterment by others for your use)

3.3 *Film, tape, disc and electronic recording/storage media*

- *if electronic data is restored/replaced* the cost of restoring/replacing the media to its condition before the loss/damage, including recreating/ assembling data, subject to a limit per accident of US\$50,000 (unless otherwise stated in your certificate)
- *if electronic data is not (or cannot be) restored/replaced* not exceeding the cost of the media in unexposed or blank form

3.4 *Documents other than as at 3.3*

not exceeding the cost of blank material plus labour costs of restoration, transcription and copying

3.5 *All other property the indemnity value*

4 *Amounts Recoverable from us - Damage*

4.1 Subject to 6 below, we will at our option:

4.1.1 replace what is damaged with property of the nearest (but no worse) age, type or condition *or*

4.1.2 pay reasonable repair costs - not exceeding the insured value -

4.1.3 including reasonable costs of your own labour and materials, not exceeding the market cost

4.2 We will deduct:

- the value of any part or item that can be used again
- costs of any other work done in conjunction with the repair

4.3 We will not be responsible for the cost of temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair

5 *Amounts Recoverable from us - Total Loss*

5.1 *Actual total loss (ATL)*

We will pay the value:

- at the time of the accident
- calculated as at 3 above
- not exceeding the insured value
- subject to 6 below

5.2 *Constructive total loss (CTL)*

If the reasonable costs of repair of damage sustained in one accident, calculated as at 4 above, are estimated to exceed the insured value, we will pay as at 5.1, less any salvage value

**6** Average

If the actual value of property at the time of an accident is greater than the value declared as at 3 above, we will pay the cost of loss/damage reduced by the percentage by which the declared value of the property is less than the actual value. This paragraph (6) applies:

- *only* if the declared value is less than 80% of the actual value of the property
- separately to each item of property

**7** **Public Authorities**

7.1 You are insured for the additional cost of reinstatement of lost/damaged property solely to comply with a regulation, *excluding*:

7.1.1 Loss/damage which occurred before the commencement of your insurance

7.1.2 Loss/damage in respect of which notice was served on you before the loss/damage occurred

7.1.3 Loss/damage in respect of undamaged property (or part of property) *other than* foundations (unless foundations are excluded elsewhere under your policy)

7.1.4 Rates, taxes, duties, charges and assessments arising from capital appreciation arising from compliance with the regulation.

7.2 The reinstatement must be completed with reasonable despatch, and in any case within twelve months from the loss/damage, unless the Managers otherwise agree

**8** **Definition of Accident**

8.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event.

8.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):

- storm
- earthquake/volcanic eruption

- strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
- 8.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
- no two periods overlap *and*
  - no period commences before your first recorded individual loss in that event during the period of your insurance
- 8.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the insured property and its receding, regardless of the time involved *except* that no *accident* will be deemed to:
- start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
  - extend beyond 30 days after you cease to be insured
- 8.5 The definition of *accident* at G6:2 does not apply to this clause

9 SRT (Strikes Riots & Terrorist) Risks

- 9.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 9.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 9.3 Insurance for SRT risks will automatically terminate on:
- 9.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 9.3.2 war (declared or not) between permanent members of the UN Security Council

10 **Debris Removal Costs**

- 10.1 You are insured for the following costs in respect of insured property damaged as specified at 1 above:
- 10.1.1 debris removal from the site of the property, or immediately adjacent to it
  - 10.1.2 dismantling/demolishing the property

- 10.1.3 shoring/propping up the property
- 10.1.4 clearing drains/sewers
- 10.2 You are *not* insured under this paragraph 10 for costs arising from pollution/contamination
- 10.3 You are *not* insured under any other provision in your insurance for costs specified at 10.1 above
- 10.4 You are *only* insured for costs specified at 10.1 above if:
  - 10.4.1 The Managers have agreed to the costs *or*
  - 10.4.2 The Directors decide that the costs were properly incurred

ADDITIONAL RISKS

**P9 BUSINESS INTERRUPTION (EXCEPT BERTH) CLAUSE**

**1 You are insured for:**

- 1.1 The following arising from an accident as defined at 1.2 (and 6.1):
  - 1.1.1 **Loss of Profits** meaning here loss of *revenue* during the *indemnity period less*:
    - savings from reduction in necessary expenses\* during the *indemnity period*
    - revenue from re-located operations\*
    - taxes saved in consequence of loss of revenue
    - reduction of loss which would have been made possible by complete/partial resumption of operation of the equipment/property
  - \*as a result of the accident
  - 1.1.2 **Increased Cost of Working** meaning here additional costs during the *indemnity period* solely to avoid/minimise loss of *revenue*:
    - *not exceeding* the potential loss being avoided/minimised
    - *excluding* costs in extinguishing a fire
  - 1.1.3 **Costs**  
of investigating an accident which may give rise to a claim under this clause and protecting your interests in relation to it (including legal and survey fees) - but *only* if:
    - the Managers have agreed to the costs *or*

- the Directors decide that the costs were properly incurred

1.2 *Accident* as at 1.1 means, subject to 6.1, an accident which results in a claim for loss/damage of your insured handling equipment/property, which we accept, or which we would have accepted except for the applicable deductible *and* which results in your (wholly/partly) being unable to provide your insured services

**2 You are *not* insured under this Clause for:**

- 2.1 Your liability for sales tax
- 2.2 War risks
- 2.3 Cessation of work
- 2.4 Risks arising\* from subsidence *unless* this is sudden, unintended and unexpected
- 2.5 Risks arising\* from faulty repairs - the burden of proof on you if there is a dispute on this point
- 2.6 Increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order *unless* arising directly from insured business interruption and then only to the extent that this affects gross earnings during the *indemnity period*

- 2.7 Increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of insured equipment/property
- 2.8 Loss of market  
*\*directly/indirectly*

3 *Definitions*

- 3.1 *Revenue* means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.2 *Indemnity period* means here:
- 3.2.1 the period reasonably necessary to repair, rebuild or replace the lost/damaged equipment/property, not exceeding 12 months from the date of the accident - unless otherwise stated in your certificate (subject to 3.2.2)
- 3.2.2 in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, the *indemnity period* will not exceed the greater of:
- 30 consecutive days or the time reasonably necessary to reproduce the data from duplicates/originals - whichever is the less
  - the time reasonably required to rebuild, repair or replace any other lost/damaged insured equipment/property - not exceeding 12 months

4 *Loss Prevention*

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

5 *On Account Payment*

- 5.1 We may at your request make payments on account during the *indemnity period* provided you produce sufficient evidence to allow us to estimate your loss
- 5.2 You will immediately repay to us payments on account if, for any reason, you have been overpaid or the claim turns out to be invalid

6 *References to P6/P8*

- 6.1 The definition of *Accident* at P6:8\* applies also to this Clause
- 6.2 The provisions concerning SRT risks at P6:4\* apply also to this Clause \*or P8:8/P8:9 if the accident as specified at 1.2 above results in a claim to insured property

7 *Limits*

- 7.1 Special limit: US\$50,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 7.2 Without prejudice to G1:6, your total claim will not exceed any general or special limit which applies, regardless of the number of locations affected by business interruption arising from one accident

ADDITIONAL RISKS

**P10 BUSINESS INTERRUPTION (BERTH) CLAUSE**

- 1 You are insured for:**

- 1.1 The following arising from an accident as defined at 1.2 (and 6 below):
- 1.1.1 **Loss of Profits** meaning here loss of *revenue* during the *indemnity period less*:
- savings from reduction in necessary expenses\* during the *indemnity period*
  - revenue from re-located operations\*
  - taxes saved in consequence of loss of revenue
  - reduction of loss which would have been made possible by complete/partial resumption of operation of the berth
- \*as a result of the accident*
- 1.1.2 **Increased Cost of Working** meaning here additional costs during the *indemnity period* solely to avoid/minimise loss of *revenue*:
- *not exceeding* the potential loss being avoided/minimised
  - *excluding* costs in extinguishing a fire
- 1.1.3 **Costs**  
of investigating an accident which may give rise to a claim under this clause and protecting your interests in relation to it (including legal and survey fees) - but *only* if:
- the Managers have agreed to the costs *or*
  - the Directors decide that the costs were properly incurred
- 1.2 *Accident* as at 1.1 means, subject to 6 below, an accident which results in blockage of insured berth which has caused:
- sinking/stranding of a ship at the berth *or* • inability of ships to gain access to it *and* which results in your being unable (wholly/partly) to provide insured services
- 2 You are *not* insured under this Clause for:**
- 2.1 Your liability for sales tax
- 2.2 War risks
- 2.3 Cessation of work
- 2.4 Risks arising\* from subsidence *unless* this is sudden, unintended and unexpected

- 2.5 Risks arising\* from faulty repairs - the burden of proof on you if there is a dispute on this point
- 2.6 Increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order *unless* arising directly from insured business interruption and then only to the extent that this affects gross earnings during the *indemnity period*
- 2.7 Increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of the berth
- 2.8 Loss of market
- 2.9 Risks arising from nationalisation, requisition or compulsory purchase by an authority - of the berth or access to it  
*\*directly/indirectly*

### 3 *Definitions*

- 3.1 *Revenue* means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.2 *Indemnity period* means here the period during which revenue is affected, not exceeding 12 months from the date of the accident - unless otherwise stated in your certificate

### 4 *Loss Prevention*

- 4.1 You will give us immediate notice of:
  - any change to a reserve berth or other factor, which existed at the start of the insurance, and which could have reduced the risk of a claim under this clause
  - any alteration to a berth or its access which could increase the risk of a claim under this clauseIf we do not agree to the change in risk, we will not be liable for claims caused or increased by it
- 4.2 You will take all reasonable steps to:
  - prevent accidents
  - maintain any insured berth and its access in good working order
    - comply with regulations

- 4.3 You will allow us to examine an insured berth and its access at any reasonable time
- 4.4 We may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation

5 *On Account Payment*

- 5.1 We may at your request make payments on account during the *indemnity period* provided you produce sufficient evidence to allow us to estimate your loss
- 5.2 You will immediately repay to us payments on account if, for any reason, you have been overpaid or the claim turns out to be invalid

6 *Definition of Accident*

- 6.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event.
- 6.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):
  - storm
  - earthquake/volcanic eruption
  - strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
- 6.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
  - no two periods overlap *and*
  - no period commences before your first recorded individual loss in that event during the period of your insurance
- 6.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the berth and its receding, regardless of the time involved *except* that no *accident* will be deemed to:
  - start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
  - extend beyond 30 days after you cease to be insured

6.5 The definition of *accident* at G6:2 does not apply to this clause

**7** SRT (Strikes Riots & Terrorist) Risks

- 7.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 7.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 7.3 Insurance for SRT risks will automatically terminate on:
- 7.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 7.3.2 war (declared or not) between permanent members of the UN Security Council

**8** **Limits**

- 8.1 Special limit: US\$50,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 8.2 Without prejudice to G1:6, your total claim will not exceed any general or special limit which applies, regardless of the number of locations affected by business interruption arising from one accident

ADDITIONAL RISKS

**P11 CARRYING EQUIPMENT CLAUSE**

- 1.1 Physical loss/damage of insured carrying equipment arising from:
- any accidental cause
  - war/strikes riots & terrorist risks\*
- 1.2 Your liability for general average and salvage contributions in respect of insured carrying equipment (including war/strikes riots & terrorist risks\*) *\*subject to 5 below*
- 2** **You are *not* insured under this Clause:**

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- 2.1 For costs of remedying/repairing:
    - 2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a claim is excluded under this paragraph (2.1.1)
    - 2.1.2 wear and tear
    - 2.1.3 mechanical/electrical breakdown or malfunction
  - 2.2 For loss/damage arising from:
    - 2.2.1 mysterious disappearance (and loss discovered on inventory)
    - 2.2.2 order of any authority
    - 2.2.3 nationalisation, embargo, requisition or compulsory purchase by an authority
  - 2.3 For loss/damage to lights, winding handles, tyres/wheels of a chassis/trailer unless due to loss of the chassis/trailer or to an accident also damaging another part of the chassis/trailer
  - 2.4 For risks:
    - 2.4.1 while the equipment is leased to someone else
    - 2.4.2 after the equipment has been requisitioned
    - 2.4.3 after you cease to have an interest in the equipment
  - 2.5 For loss/damage - except actual total loss - to equipment valued as at 6 below at less than:
    - US\$5000: reefer/tank container or trailer; rail wagon
    - US\$3000: trailer
    - US\$1000: all other carrying equipment
- 3 *Declaration*
- 3.1 You will show in your declaration the number of items - and aggregate insured value on the adjustment date - of each type of carrying equipment
  - 3.2 You will not reduce the insured value of any item during your account year

## 4 *Container Stowage & Securing System*

The Directors may reduce or reject a claim arising from container stowage on a ship which you own or charter to the extent that the claim is incurred or increased by:

- 4.1 your failure to adhere to the relevant provisions of the SOLAS Convention, IMDG Code or any other IMO Code *or*
- 4.2 a stowage/securing system which is deficient *unless* the system:
  - complies with classification society recommendations *or*
  - has been approved by an organisation approved by the Managers *or* you have taken other reasonable measures to ensure the system was appropriate

## 5 War/SRT(Strokes Riots & Terrorist) Risks

### 5.1 CTL (Constructive Total Loss)

If you are deprived by capture or seizure\* of possession of equipment for a continuous period of 12 months, it will be regarded as a constructive total loss for the purposes of your insurance for war/SRT risks at the date this period commenced - *provided that* the equipment:

- was insured for war/SRT risks *on that date and*
- had not already become a total loss as a result of an insured risk *at some time during the period*

### 5.2 You are not insured *for war risks* arising from:

- 5.2.1 hostile detonation of a nuclear weapon
- 5.2.2 war (declared or not) between permanent members of the UN Security Council
- 5.2.3 capture or seizure\* by an authority of your country
- 5.2.4 seizure\* under *any* customs or quarantine regulation
- 5.2.5 ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause

### 5.3 You are not insured *for war or SRT risks* if your equipment is in:

- Afghanistan
- Algeria
- Angola (including Cabinda)
- Armenia
- Azerbaijan
- Israel & the Palestinian Authority
- Lebanon
- Libya (incl Gulf of Sidre/Sirte)
- Oman
- Pakistan

- Chechnya
- Congo
- Democratic Republic of Congo
- Egypt
- Eritrea
- Georgia
- Indonesia
- Iran
- Iraq
- Persian/Arabian Gulf (and adjacent waters including the Gulf of Oman North of 24°N)
- Gulf of Aqaba and the Red Sea
- Territorial waters of the countries and areas listed above
- Sierra Leone
- Somalia
- Sri Lanka
- Sudan
- Syria
- Tajikistan
- Turkmenistan
- Uzbekistan
- Yemen (entire territory)

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

5.5 The Managers may terminate your insurance for war/SRT risks on seven days notice, taking effect at 2400 GMT on the seventh day after issue of the notice

5.6 Insurance for war/SRT risks will automatically terminate on:

5.6.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)

5.6.2 war as at 5.2.2

*\*seizure here includes arrest, restraint, detainment, confiscation or expropriation*

## 6 Amounts Recoverable

Amounts recoverable from us will not exceed:

6.1 *Owned equipment: Loss:* insured value at time of loss – or market value if no insured value

6.2 *Damage:* reasonable repair costs\* - not exceeding insured value at the time of the damage or market value if no insured value

- 6.3 *Leased equipment: Loss:* amount payable under lease - or market value if no amount specified
- 6.4 *Damage:* reasonable repair costs\* - not exceeding amount payable under lease

*\*may include reasonable cost of your own labour and materials (not exceeding the market cost)*

**7 Constructive Total Loss (CTL)**

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the applicable amount specified at 6 above, we will pay this amount as a CTL, less any salvage value

**8 Interest in Ship/Aircraft**

G1:10 does not apply to this clause

**ADDITIONAL RISKS**

**P12 N AMERICAN CHASSIS LIABILITIES CLAUSE**

**1 You are insured for:**

***The following liabilities arising out of an accident in USA/Canada and involving a chassis or trailer for use on public roads which you own or lease***

**1.1 Your *non-contractual* liability for:**

1.1.1 Physical loss/damage of third party property

1.1.2 Death injury or illness of any third party

**1.2 Your *contractual* liability to:**

1.2.1 compensate a third party for its own third party liabilities *if* your liability arises solely under a contract:

- for lease/sale of equipment for use in your insured services  
*or*
- with your subcontractor/joint service partner *or*
- pertaining to chassis pooling

1.2.2 compensate your subcontractor/joint service partner for

physical loss/damage to its own property *if* your liability arises solely under a contract with the subcontractor/joint service partner

1.3 Your liability for consequential loss arising from 1.1 and 1.2.2

**2 You are *not* insured under this Clause for Liabilities:**

2.1 *for* death, injury or illness of your employee, or spouse, child, parent or sibling of your employee - or *contractual* liability to compensate anyone in respect of this

2.2 *arising from* ownership, lease or operation by you (or your employee) of a road vehicle which is required to be licensed

2.3 *arising from* an accident involving a chassis/trailer attached to a licensed vehicle which you (or your employee) own, lease or operate

2.4 *in respect of* your equipment leased to someone else *other than*:

- to your joint service partner for use in the joint service or
- while interchanged to a motor carrier or used in a chassis pool in which you participate

2.5 *in respect of* your handling equipment used with your consent by someone else

2.6 *in respect of* a chassis/trailer *not* insured for loss/damage

2.7 incurred *after* you cease to have an interest in the chassis/trailer. The date of the accident for the purposes of your insurance is the date of the loss/damage (or death injury or illness) - not the date on which your interest ceases

2.8 which are *contractual* liabilities to compensate someone else for physical loss/damage to your owned/leased property

2.9 *arising from* handling of cargo:

- *before* you accept cargo for movement on to the insured chassis/trailer
- *after* you move cargo from the insured chassis/trailer to the place where you finally deliver it

- 2.10 *arising from your product or any part of your product*
- 2.11 *arising from your work, after that work has been completed or abandoned. For the purposes of this paragraph (2.11) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf*
- 2.12 *arising from:*
- transportation of pollutants as waste
  - release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
  - investigation, clean up or removal of pollution
- This paragraph (2.12) will prevail in case of inconsistency with G1:9.2-9.3
- 2.13 *to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers*
- 2.14 *arising from loss/damage or death, injury or illness which:*
- 2.14.1 you intend or expect (without prejudice to G1:9.8)
- 2.14.2 results from movement of property by a mechanical device (other than a hand truck) unless the device is attached to an insured chassis/trailer
- 2.15 *for war risks*
- 2.16 *arising from the conduct of any current or past partnership or joint venture not specified as an assured under this clause in your certificate*

### **3 Scope of Insurance**

- 3.1 You are only insured to the extent that liabilities are *not* insured under other insurances available to you and *other parties* besides the *domestic policy*
- 3.2 You will use your best endeavours to recover losses, and claim indemnity from *other parties* (and their insurers)
- 3.3 This insurance:
- 3.3.1 does not insure *other parties*

3.3.2 is in excess of any sums recoverable from *other parties* (or their insurers)

3.3.3 is not automobile or excess automobile liability insurance

3.4 *Other parties* means parties other than you involved in the accident, and any owner, lessor, lessee, operator or user of the chassis/trailer (or motor vehicle towing it)

#### **4 Domestic Policy**

4.1 On your request we will provide you with a certificate of insurance evidencing a policy issued by an approved insurer in USA/Canada, insuring your liability as specified at 1 above (a *domestic policy*)

4.2 The *domestic policy* is subject to its terms, to a special limit of US\$ 10,000,000 each accident, *unless* a lower limit is specified in your certificate, and to a *retained amount* of US\$ 200,000 each accident

4.3 The limits at 4.2 are *not* in addition to your limit with us. The total of your limits under the domestic policy and under your insurance with us will therefore not exceed your limit for claims under this clause

4.4 You will be a joint assured together with us under the *domestic policy* but will not:

- be responsible for payment of premium to the domestic underwriter
- exercise any right to cancel the policy
- be responsible for the *retained amount* unless otherwise stated in your certificate

#### **5 Limit of Liability**

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

**6 Uniform Intermodal Interchange & Facilities Access Agreement**

It is a condition precedent that the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) of 15 September 2000, or other similar equipment interchange or lease agreement which the Managers have approved, remain in effect and in good standing at all times during your period of insurance

**ADDITIONAL RISKS**

**P13 SHIP REPAIRERS LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability for negligence as shiprepairer for physical loss/damage of:

**1.1 Ships:**

1.1.1 *in your possession/control:* for the purpose of being worked on *including*

- while shifting/moving within the limits of a port where the work is being done
- during trial trips within 100 miles of the port 1.1.2

*not in your possession/control:* on which you are working *except ships* at sea unless on trial trips

1.2 Property on or discharged from ships as defined at 1.1

1.3 Machinery/equipment removed from a ship and in your possession/control for the purpose of being worked on, including transit to/from manufacturers' or specialist repairers' premises

1.4 Third party property - arising from your operations

1.5 Your liability in negligence as shiprepairer for wreck removal

**2 You are *not* insured under this Clause for Liabilities:**

2.1 *in respect of* property which you own, use, lease, possess or control *except* as specified at 1.1-1.3 above

2.2 *which are* collision liability, towers liability or liability arising from the navigation of a ship operated by you or your affiliate/subsidiary

2.3 *in respect of* a ship which you accept solely to be stored

- 2.4 *in respect of* a new ship which you are building
- 2.5 *under* a penalty clause or for detention, demurrage or any consequential loss (including loss of time, freight, charter or market)
- 2.6 *arising from* ownership, lease or operation by you/your employee of:
  - a road vehicle which is required to be licensed
  - any other vehicle outside your premises
- 2.7 *arising from* original faulty design of any part
- 2.8 *in respect of* work which entails a change in dimension, tonnage or type of a ship - *unless* the Managers agree in advance
- 2.9 *arising\* from* war/strikes riots & terrorist risks
- 2.10 *arising\* from* destruction/damage of property by order of any authority
- 2.11 *assumed under* contract or in excess of your liability in the absence of a contract  
*\*directly/indirectly*

### **3 Discovery and Notification**

You are *only* insured in respect of loss/damage discovered and notified to the Managers within six months of: • delivery to the owners

- your completion of the work
- whichever occurs first. This paragraph will prevail in case of inconsistency with G2:1

### **4 Pollution**

- 4.1 Without prejudice to G1:9.2.1-9.2.3, you are *only* insured for risks arising from pollution if you are aware of it within 72 hours of its commencement. G1:9.2.4 does not apply to this clause
- 4.2 You are *not* insured for the following in respect of pollution:
  - 4.2.1 Fines/penalties
  - 4.2.2 Costs of monitoring/controlling seepage or contamination
  - 4.2.3 Costs of cleaning up or nullifying pollution on property which you own, lease, rent or control

**5 Oil and Gas**

You are not insured for liabilities:

- 5.1 in respect of an oil tank ship, or any ship previously engaged in carrying explosives or inflammable gases/liquids
- 5.2 arising from work on/near:
  - a fuel tank or pipeline of an oil burning ship or • a bunker space of a coal burning ship *unless* applicable regulations are complied with. If an authority does not require a gas free certificate this will be obtained from a chemist approved by a Lloyds agent before commencement of work

**6 Records of Gross Revenue**

You will keep a record of gross revenue and make this available to the Managers on request

**ADDITIONAL RISKS**

**P14 MARINA OPERATORS LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability for loss/damage of private pleasure watercraft and their motors, belonging to third parties, while in your possession/control for the purpose of:

- repairs, alteration or maintenance
- storage
- mooring at slips, spaces or buoys which you rent
- hauling out or launching
- fuelling and miscellaneous servicing

**2 You are *not* insured under this Clause for Liabilities:**

- 2.1 *for* death or injury
- 2.2 *assumed under* contract or in extension of your liability in the absence of a contract
- 2.3 *arising from* exceeding the registered/rated lifting capacity of any lift device, marine railway or drydock

- 2.4 *arising from* infidelity/dishonesty of yourself or of your subcontractor or employee
- 2.5 *for loss/damage* of property held for sale
- 2.6 *for loss/damage* of property which you use for rental or chartering
- 2.7 *for rectifying* faulty workmanship, materials or design
- 2.8 *arising from* war/strikes riots & terrorist risks *including* action by any authority (de jure/de facto) or military force against an actual, impending or expected attack

**3 Insured Locations**

You are *only* insured in respect of operations at premises listed in your Insured Locations Schedule *including*:

- adjacent moorings
- shifting/moving by land or water within 25 miles of the premises in connection with your insured services

**4 Records of Gross Revenue**

You will keep a record of gross revenue *and*

- make it available to the Managers on request
- report it to the Managers annually within 15 days after the review date

**5 Discovery of Loss**

You are *only* insured in respect of damage to property specified at 1 above occurring while it is in your possession/control if the damage is discovered by the owner within 60 days of delivery to the owner

**ADDITIONAL RISKS**

**P15 ADVICE & INFORMATION CLAUSE**

**1 You are insured for:**

Your liability for financial loss:

- incurred by someone engaging you as a supplier of advice/information on services of the same type as insured services *and*
- as a result of your negligence in providing the advice/information

**2 You are *not* insured under this Clause for liabilities:**

incurred in the provision of training

**3 Insurance under other Clauses**

You are not insured under any other clause in this cover for your liability specified at 1 above

**4 Special Limit**

Special limit: US\$500,000  
each accident and in the aggregate each account year - unless otherwise stated in your certificate

**ADDITIONAL RISKS**

**P16 PERSONAL RIGHTS CLAUSE**

**1 You are insured for:**

Your liability for:

- 1.1 **Malicious prosecution, false arrest, detention and imprisonment**
- 1.2 **Defamation - but not if the defamation:**
  - 1.2.1 was made before your insurance started - or a similar defamation was made before your insurance started
  - 1.2.2 concerns any organisation/business and was made by you (*or on your order or by or on the order of your executive officer*) knowing it to be false
  - 1.2.3 was made during or relates to your advertising/broadcasting activities
- 1.3 **Wrongful entry/eviction**  
or other invasion of rights of private occupancy

**2 You are *not* insured under this Clause for liabilities:**

- arising from wilful violation of a penal law/regulation - by you or
- 2.1 with your knowledge (*or* by or with the knowledge of your executive officer)
  - 2.2 to a person and relating to your employment of that person - directly or indirectly
  - 2.3 arising under a contract

**3 Special Limit**

Special limit: US\$1,000,000  
each accident and in the aggregate each account year - unless otherwise stated in your certificate

**ADDITIONAL RISKS**

**P17 PROPERTY: FIRE LEGAL LIABILITY CLAUSE**

**1 You are insured for:**

Your liability for physical destruction/damage by fire of buildings:

- leased to you *and*
- used by you in your insured services

**2 You are *not* insured under this Clause:**

- 2.1 Where you have a contractual obligation to insure the buildings against fire
- 2.2 For risks which are insured under any other insurance you may have *or* which would have been insured except for an exclusion/qualification. You are also not insured for any reduction in the amount recoverable from that insurance because of:
  - a deductible or limit of liability
  - the existence of our insurance (directly or indirectly)

**3 Contractual Liabilities**

You are only insured for contractual liabilities *to the extent that* your liability does *not* exceed what it would have been without the contract

**4**

**Special Limit**

Special limit: US\$500,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

ADDITIONAL RISKS

**P18 PROPERTY: TENANTS LEGAL LIABILITY CLAUSE**

**1 You are insured for:**

Your liability for physical destruction/damage of buildings:

- leased to you *and*
- used by you in your insured services

**2 You are *not* insured under this Clause:**

- 2.1 Where you have a contractual obligation to insure the buildings against the risk giving rise to your claim
- 2.2 For risks which are insured under any other insurance you may have or which would have been insured except for an exclusion/qualification. You are also not insured for any reduction in the amount recoverable from that insurance because of:
  - a deductible or limit of liability
  - the existence of our insurance (directly or indirectly)

**3 Contractual Liabilities**

You are only insured for contractual liabilities *to the extent that* your liability does *not* exceed what it would have been without the contract

4

**Special Limit**

Special limit: US\$500,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

PORT SHIPS RISKS

**X1 HULL & MACHINERY CLAUSE**

**1 You are insured:**

***In respect of your insured ships and within your insured trading area for:***

- Physical loss/damage to your ships
- Salvage contributions arising from the avoidance of loss/damage as above *arising from:*

- 1.1 Perils of the sea or other navigable waters
- 1.2 Fire, lightning or explosion
- 1.3 Piracy or violent theft by persons outside the ship
- 1.4 Jettison
- 1.5 Breakdown/accident to nuclear installations/reactors
- 1.6 Contact with berths, equipment, road vehicles or aircraft or objects falling from aircraft
- 1.7 Accidents in loading, discharging or shifting cargo/fuel
- 1.8 Bursting of boilers, breakage of shafts or latent defect in machinery/ hull
- 1.9 Negligence of seamen or pilots
- 1.10 Negligence of repairers or charterers - *unless* the repairers/charterers are insured under this clause
- 1.11 Barratry

1.12 Lawful acts of an authority in respect of existing or threatened pollution arising from damage to an insured ship from an insured risk

**2 You are *not* insured under this Clause for loss/damage:**

2.1 *arising from* earthquake/volcanic eruption

2.2 *arising from* war/strikes riots & terrorist risks

2.3 *arising from* a nuclear weapon

2.4 *arising after* the ship has been requisitioned *with* your prior agreement

2.5 *arising 15 days after* the ship has been requisitioned *without* your prior agreement

2.6 *arising after* you cease to have an interest in the ship

2.7 *arising after* you have bareboat chartered the ship to someone else

2.8 *arising from* lack of due diligence by:

- you *or*
- the owners/managers of the ship not acting as a seaman

**3 Bottom Plating**

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

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

**4 Wages/Maintenance**

We will not be responsible for wages/maintenance of seamen *unless* incurred:

- *solely* during removal of the ship, with the Managers' agreement, from one port to another for repairs or trials after repairs *and*
  - while the ship is moving through the water
- You are not insured for the charges of anyone whom you appoint to obtain/supply information or documents

## **5 Unrepaired damage**

- 5.1 If damage is unrepaired when your insurance ceases, we will pay the reasonable depreciation in the market value of the ship attributable to it, not exceeding:
- the reasonable cost of repairs *or*
  - the insured value of the ship
- 5.2 We will *not* pay for unrepaired damage if the ship subsequently becomes a total loss during the period of your insurance, even if this arises from an insured risk

## **6 Total Loss**

- 6.1 In case of actual total loss we will pay the insured value of the ship
- 6.2 If the reasonable cost of recovery and repairs arising from one accident is estimated to exceed the insured value, we will pay the insured value as a constructive total loss - *not* taking into account the salvage value

## **7 Tenders**

- 7.1 The Managers may:
- decide where the ship will go for repairs - and will refund to you the additional expense of any necessary voyage to get there
  - veto any repairer or place of repair
- 7.2 The Managers may take tenders (or require that further tenders be taken). If they do, and they accept a tender, you are entitled to a *tender allowance* of 30% on the insured value per year for time lost between sending invitations to tender and accepting tenders *if*:
- the time is lost solely as a result of taking tenders *and*
  - you accept the tender without delay

- 7.3 Credit will be given against the *tender allowance* for the following recovered for any part of the period covered by the allowance:
- amounts for fuel, stores and wages/maintenance of seamen - including amounts allowed in general average
  - damages from anyone else for detention, loss of profit or running expenses
- 7.4 If part of the cost of the repair (*except* the deductible) is not recoverable under this clause, the *tender allowance* will be reduced by the same proportion
- 7.5 If the Managers are not given a reasonable opportunity to require tenders, we will deduct 15% from the claim

## **8 Salvage**

- 8.1 If your ship is insured for less than its salved value:  
we will pay salvage contributions reduced by the percentage by which the insured value is less than the salved value
- 8.2 If your ship receives salvage services from another ship in the same ownership/ management:  
this will not affect your insurance *but* liability for the amounts payable will be determined by a sole arbitrator, agreed by you and by the Managers

## **9 New for Old**

We pay claims for physical loss/damage without deduction new for old

## **PORT SHIPS RISKS**

### **X2 COLLISION LIABILITIES CLAUSE**

#### **1 You are insured for:**

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

- 1.1 physical loss/damage of another ship\*
- 1.2 delay/loss of use of another ship\*

1.3 general average/salvage contributions in respect of another ship\* *\*or property on board it*

**2 Set Off**

If both ships are to blame, your claim will be limited to the proportion of the damage to the other ship (or property on board it) for which you are liable: • *unless* the liability of one or both of the ships is limited by law

- *irrespective* of the amount you have to pay, or which may be paid to you, after any set off of your claim against the other ship

**3 Associated Ships**

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

**4 Special Limit**

Special limit: the insured value of the ship

**PORT SHIPS RISKS**

**X3 THIRD PARTY LIABILITIES (excl COLLISION) CLAUSE**

**1 You are insured for:**

Your liability as owner of an insured ship

- within its insured trading area *and*
- arising from its management navigation or operation *for:*

1.1 Loss/damage to third party property - and consequential loss arising from this *except* to:

1.1.1 another ship with which the insured ship has collided (or property on the ship)

1.1.2 property of a builder/repairer, or for which the builder/repairer is responsible, on the insured ship

1.1.3 cash, securities, bullion, precious metal, precious jewellery, precious stones or valuable works of art belonging to anyone on board the insured ship

- 1.1.4 non-essential personal effects of seamen
- 1.2 Death, injury or illness of third parties - and consequential loss arising from this including payments for life salvage *except*:
- 1.2.1 death, injury or illness of your employee - or of anyone employed to work on or in connection with the insured ship, or with its repair, or with equipment used or property carried on it
- 1.2.2 your contractual liability to compensate someone else in respect of that other person's employees or your own employees
- 1.3 Your neglect/failure to raise remove or destroy the insured ship or any third party property - damaged as a result of an accident as specified at 1.1
- 1.4 Special compensation:
- to a salvor of your insured ship for measures taken to protect the environment
  - subject, if arising from actual or threatened pollution, to our special limit for pollution as stated in your certificate But *only* to the extent that it:
    - 1.4.1 is *not* payable by anyone with an interest in the salvaged property *and*
    - 1.4.2 is imposed on you under *Article 14 of the International Convention on Salvage 1989* (or legislation giving effect to this) *or* is assumed under a standard form of salvage agreement approved by the Managers
- 2 You are *not* insured under this Clause for liabilities:**

- 2.1 under a towage contract unless
- the contract is for customary towage for entering/leaving port or manoeuvring within port, during the ordinary course of trading *or*
- 2.2
- 2.3 • the Managers have approved it in advance arising from
- 2.4 pollution - *except* as specified at 1.4 in respect of your\* carrying equipment not insured for loss/damage which are *contractual* liabilities in respect of your\*:
- 2.4.1 fuel or property (*other than equipment*)
- 2.4.2 handling equipment not insured for loss/damage \*owned or leased

PORT SHIPS RISKS

**X4 FINES CLAUSE**

**1 You are insured for:**

- 1.1 ***Your liability arising from breach of regulations specified at 1.2 as owner of an insured ship:***
- within its insured trading area *and*
  - arising from its management, navigation or operation for fines imposed by an authority on you (or anyone acting for you) *and* which would not have been payable except for the breach of regulations specified at 1.2
- 1.2 ***The regulations referred to at 1.1 relate to:***
- 1.2.1 safety at work on or relating to the insured ship
- 1.2.2 smuggling - or any customs regulation relating to the construction/ adaptation/fitment of the insured ship
- 1.2.3 immigration
- 1.2.4 any other act neglect or default of your employees/agents - in the course of their duties in respect of the insured ship

**2 You are *not* insured under this Clause:**

- 2.1 For breach of regulations in respect of:
  - 2.1.1 overloading of an insured ship
  - 2.1.2 illegal fishing
  - 2.1.3 pollution
- 2.2 *in respect of* regulations relating to tariffs, competition or regulation of companies
- 2.3 In respect of your owned/leased carrying equipment *not* insured for loss/damage

**3 Intentional/Reckless Conduct**

The Directors may reduce or reject a claim if it appears to them that you or your employee have acted (or failed to act) intentionally or recklessly

**4 Illegality**

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

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***PORT SHIPS RISKS***

## **X5 COSTS CLAUSE**

### **1 You are insured for:**

For the following costs incurred as owner of an insured ship

- within its insured trading area and
- arising from its management, navigation or operation

#### **1.1 Mitigation**

Costs of minimising a claim under your policy

#### **1.2 Investigation & Defence**

Costs arising from investigating an accident which may give rise to a claim under this cover and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim under this cover

#### **1.3 Disposal & Wreck Removal**

Costs, additional to costs which you would have incurred in any event, of lighting, marking, raising (or attempted raising), removal or destruction of any object, including the wreck of an insured ship and property on board it following an accident to the object during your insurance

#### **1.4 Quarantine & Disinfection**

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

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

or persons saved at sea by the insured ship - cover is for *extra* costs only

### **2 You are *not* insured under this Clause for costs arising from:**

2.1 Delay while awaiting a substitute seaman

2.2 Earthquake/volcanic eruption

2.3 War risks/strikes riots & terrorist risks

2.4 A nuclear weapon

**3 Approval/agreement**

You are only insured if:

- 3.1 The Managers have agreed to the costs or
- 3.2 The Directors decide that the costs were properly incurred

**4 Limits**

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

- 1.1-1.2: as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose
- 1.3-1.5: your special limit for port ships risks or, if no special limit is specified, your general limit

**5 Deductibles**

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

- 1.1: as for the claim being mitigated
- 1.2-1.5: nil

**PORT SHIPS RISKS**

**X6 EXCLUSIONS & QUALIFICATIONS CLAUSE**

**1 Application**

This clause applies to X1-X7

**2 General provisions**

G1:10 does *not* apply to X1-X7

**3 Termination**

3.1 Unless 3.2/3.3 apply, your insurance in respect of an insured ship will terminate automatically on a change in its:

3.1.1 Classification Society

3.1.2 class - including suspension, discontinuance or expiry of

class 3.1.3 ownership, flag, management or control - voluntary or otherwise 3.2 If a change as at 3.1.1/3.1.2 results from loss/damage for which:

- we insure you *or*
- you would be insured under the Institute War and Strikes Clauses

Hulls/Time which were current at the time of the accident insurance will terminate *only* if the ship resumes navigation without prior Classification Society approval

3.3 If a change as at 3.1.3 results from requisition of the insured ship *without* your prior agreement, insurance will instead terminate automatically 15 days after the date of requisition

**4 Additional Insurances**

4.1 We may refuse to pay further claims if you effect additional insurances *for*: 4.1.1 disbursements, managers' commission, profits *or* excess/increased value of the hull and machinery - exceeding 25% of the insured value of the ship

4.1.2 premiums:

- exceeding the actual premiums of all interests insured *or*
- for a period of more than 12 months *or*
- for a sum that does *not* reduce pro rata monthly

4.1.3 returns of premium other than for an amount reflecting the actual returns allowable under any insurance which is irrevocable in the event of total loss of the ship, whether by risks insured or otherwise

4.1.4 total loss of ship on Policy Proof of Interest (PPI), Full Interest Admitted (FIA) or other similar terms

4.2 We will *not* refuse to pay claims by a joint assured - who is insured as mortgagee of the insured ship *and* who accepted this insurance without knowledge that additional insurance as at 4.1 had been effected

**5 Chartered Ship**

You are not insured in respect of an insured ship while it is chartered to someone else.

**PORT SHIPS RISKS**

**X7 POLLUTION CLAUSE**

**1 You are insured for:**

Your liability *arising from pollution* as owner of an insured ship:

- within its insured trading area *and*
- arising from its management, navigation or operation *for*:

1.1 Loss/damage to third party property - and consequential loss arising from this *except* to:

- 1.1.1 another ship with which the insured ship has collided (or property on the ship)
- 1.1.2 property carried on the insured ship
- 1.1.3 property of a builder/repairer, or for which the builder/repairer is responsible, on the insured ship
- 1.1.4 cash, securities, bullion, precious metal, precious jewellery, precious stones or valuable works of art belonging to anyone on board the insured ship
- 1.1.5 non-essential personal effects of seamen

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

- 1.2.1 death, injury or illness of your employee - or of anyone employed to work on or in connection with the insured ship, or with its repair, or with equipment used or property carried on it

1.2.2 your contractual liability to compensate someone else in respect of that other person's employees or your own employees

1.3 Fines and other penalties:

- imposed on you (or anyone acting on your behalf) by an authority and • arising from physical loss/damage of the insured ship for breach of regulations relating to pollution *except for:*

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

**2 You are *not* insured under this Clause for:**

Breach of regulations in respect of your owned/leased carrying equipment *not* insured for loss/damage

**3 Intentional/Reckless Conduct**

The Directors may reduce or reject a claim for breach of regulations if it appears to them that you or your employee have acted (or failed to act) intentionally or recklessly

**4 Illegality**

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

**GENERAL PROVISIONS**

**G1 GENERAL EXCLUSIONS & QUALIFICATIONS CLAUSE**

G1 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED

**1 Period of Insurance**

You are only insured for insured risks arising from accidents which occur during your insurance with us

**2 Indemnity Insurance**

2.1 Unless the Directors decide otherwise, it is a condition precedent that we pay you only after:

2.1.1 the loss of your owned insured equipment/property or

2.1.2 you have spent money - for example: by paying a claim for which you are liable, repairing your insured equipment/property or paying under a lease in respect of loss/damage of equipment

2.2 The Managers may, at their discretion, reimburse the costs of reasonable repair in cases where your owned damaged insured equipment/property is not repaired

**3 Overlapping Risks & Insured Services**

3.1 Where a risk appears to be insured under more than one paragraph, it will be insured only under, and in accordance with, the paragraph which relates most directly to it

3.2 An *express* exclusion or qualification of a risk in one paragraph in your policy (whether or not by Additional Term & Condition) will override an inclusion or reference elsewhere in your policy

3.3 If a service is specifically excluded in your policy you are not insured for risks arising from it - even if these risks also arise in the course of your insured services

**4 Insurance Terms**

A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them

**5 Deductibles**

5.1 *Special* deductibles apply to risks under specified clauses, paragraphs or insured services

*General* deductibles apply to all other risks under the cover specified

All deductibles are specified in your certificate

5.2 Except as specified at 5.3-5.4, if there is more than one deductible for claims arising from the same accident only the highest one will apply

5.3 In the case of two or more of the following types of claim arising from the same accident:

- handling  
equipment *and/or*  
property  
loss/damage
- business  
interruption •  
any other  
claim

a separate deductible will apply to each type of claim. (The highest deductible will apply, as at 5.2, if there is more than one for any type of claim)

5.4 In the case of claims under more than one cover:  
a separate deductible will apply to each cover

**6 Limits of Liability (except Terrorism)**

6.1 *Special* limits apply to risks under specified clauses, paragraphs or insured services

*General* limits apply to all other risks under the cover specified

Limits are specified in your certificate

6.2 Your General Limit is US\$1,000,000 each accident  
unless otherwise specified in your certificate

- 6.3 Total reimbursement in respect of one accident is subject to the provisions of your policy. Notwithstanding these provisions, total reimbursement will not exceed US\$50 million *unless* this paragraph (6.3) is specifically deleted in your certificate
- 6.4 Total reimbursement in respect of risks arising from:
- 6.4.1 one accident *or*
- 6.4.2 a series of accidents arising from a cause or series of causes which are repeated, intermittent or continuous will not exceed the limits specified at 6.2
- 6.5 Where there are risks under different provisions in your policy, including under different covers/clauses/paragraphs, arising from the same accident:
- 6.5.1 *If limits are specified separately for any of the risks:*
- each limit will apply to the part(s) of the claim for which it is specified
  - the total claim (including any part(s) to which separately specified limits already apply as above) will not exceed the highest of the separately specified limits. Unless the claim is subject to an aggregate or combined aggregate limit, this will be a combined single limit
- 6.5.2 *If the risks are under different covers:*  
a separate limit will apply to each cover
- 6.5.3 *In any case:*  
the total claim will not exceed the applicable limit shown in your certificate
- 6.6 If there are aggregate special limits under a clause and under a *paragraph* within the clause, claims under the *paragraph* will:
- count towards the limit under the clause *and*
  - not exceed the *lesser* of the unexhausted limit against:
  - the clause *or*
  - the *paragraph*
- 6.7 Limits are applied collectively to the assured and any joint assureds
- 6.8 Unless this paragraph (6.8) is specifically deleted in your certificate, claims for loss/damage of property/handling equipment and business interruption arising from:
- earthquake or volcanic eruption

- storm
- flood

within zones identified in the risk mapping model will be subject to the lesser of:

- any general/special limit stated elsewhere in your policy as applying to the claim
- a special limit of US\$5 million each accident

## **7 Limits of Liability (Terrorism)**

- 7.1 Subject to 7.2, a special limit each accident applies to claims for loss/damage to property/handling equipment and business interruption arising from terrorism as follows:
- *If a special limit for terrorism is specified in your certificate* the specified limit applies, subject to a maximum limit of US\$10 million
  - *If no special limit for terrorism is specified in your certificate* a limit of US\$1,000,000 applies
- 7.2 If a claim is subject to the US Terrorism Risk Insurance Act 2002 (TRIA), the Australian Commonwealth Terrorism Insurance Act 2003 (TIA) or similar legislation in other jurisdictions, 7.1 will be disregarded for the purposes of specifying the general/special limit which applies to it. But any part of the claim which would *not* have been reimbursed if 7.1 *had* applied to it, will be insured on TRIA/TIA\* terms. This is subject to any special limit which is specifically stated in your certificate as applying to TRIA/TIA\* claims.
- \*or other similar legislation*
- 7.3 A special limit applies as follows:
- 7.3.1 A special limit of Sterling £100,000 each accident per terrorism class applies to claims:
- for loss/damage to property/handling equipment and business interruption in the United Kingdom (excluding Northern Ireland, Channel Islands and Isle of Man) *and*
  - arising from fire/explosion arising (directly/indirectly) from terrorism

7.3.2 If there are:

- risks not included in a terrorism class and
- risks included in a terrorism class arising from the same accident, any limits applied under this paragraph will be ignored for the purposes of calculating limits applying to risks not included in a terrorism class

7.3.3 This paragraph (7.3) will prevail in the case of inconsistency with 6 above or 7.1

7.4 If a limit lower than the limit stated at 7.1/7.3.1 is stated elsewhere in your policy in respect of a claim arising from a risk specified at 7.1/7.3.1, the lower limit will apply to the claim

## **8 Reduction of Claims**

Claims will be reduced by:

8.1 amounts which you receive or to which you are entitled by way of salvage

8.2 your interest in any residual value in insured property

## **9 General Exclusions**

You are not insured for risks arising from:

9.1 **Radioactive/nuclear risks**

9.2 **Pollution** *unless:*

9.2.1 the accident occurred within your period of insurance *and*

9.2.2 the claim is made against you within one year from the accident *and*

9.2.3 the pollution is sudden, unintended *and* unexpected *and*

9.2.4 you are aware of it within one week of the first occurrence  
- *unless* arising from cargo not in your possession

9.3 **Landfill, operation/use of dump site or disposal of waste** which you perform or permit *other than* carriage, handling or storage of cargo prior to its disposal as waste

9.4 **Dredging operations** (while being performed) or dumping of spoil

9.5 ***Your failure to pay your debts\****

9.6 ***Your insolvency\****

- 9.7 **Your involvement in illegal trade** - about which you knew or reasonably should have known
- 9.8 **Your intentional/reckless conduct** (to the extent that the likelihood of your incurring a risk is increased by this)
- 9.9 **Punitive, exemplary or multiple damages** - against you or anyone for whose conduct you are liable

9.10 ***Your waiving your rights of recourse\****

- 9.11 **Your management/operation of an airport** - or area/building where aircraft land or manoeuvre or are housed, maintained or repaired

9.12 **Asbestos**

- 9.13 **Any chemical, biological, bio-chemical or electromagnetic weapon**
- 9.14 **Use of any computer, program, virus, or any other electronic system/process** as a means of inflicting harm

*\*or to the extent that a claim is increased by this*

**10 Interest in Ship/Aircraft**

- 10.1 You are not insured for risks:

- arising from your interest in a ship/aircraft *and* • arising from its management, navigation or operation

- 10.2 You have an interest if you:

10.2.1 own or operate the ship/aircraft

10.2.2 charter the ship except under a slot or space charter

10.2.3 charter the ship under a slot or space charter *unless*: •

You contract with the ship operator on terms which are no more adverse than Hague-Visby Rules or any compulsorily applicable transport law or convention *and*

- You are not liable to the ship owner, lessee or operator, or performing carrier, for risks arising from the management, navigation or operation of the ship *and* •

You are not responsible for loading the ship

10.2.4 charter the aircraft unless:

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

**11 Loss Prevention 11.1**

You will:

- 11.1.1 allow us to inspect your insured equipment/property
- 11.1.2 comply with regulations applying to your insured equipment
- 11.1.3 not habitually or intentionally overload your insured equipment except for inspection/testing
- 11.1.4 comply with regulations, and industry/national standards, relating to vertical tandem lifts
- 11.1.5 maintain in good order, and use as appropriate, any protection provided for your insured equipment/property
- 11.1.6 take all reasonable steps to avoid or reduce risks of a claim under your equipment/property clauses
- 11.1.7 comply with regulations relating to dangerous goods
- 11.1.8 comply with regulations, and industry/national standards, relating to safety, security/anti-terrorism and people smuggling
- 11.1.9 allow us to inspect your operations
- 11.1.10 allow us to have copies of your contracts
- 11.1.11 comply with our reasonable requirement to implement loss prevention measures
- 11.1.12 maintain a tracking system allowing the location of insured equipment to be ascertained at any time

**11.2 If you do not comply as at 11.1:**

- 11.2.1 we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do

11.2.2 the Directors may reduce or reject a claim which they consider results wholly or partly from the failure to comply

**12 Double Insurance**

If you are insured by us and by another insurer for the same risk, we will exclude any claim to the extent that it is recoverable from the other insurer, or would be recoverable except for a double insurance exclusion

**13 Benefit of the Insurance**

It is not the intention to confer any benefit of this insurance on any third party not specifically identified in the certificate

**14 Northern Ireland**

You are not insured for loss/damage to property/handling equipment or for business interruption in Northern Ireland arising (directly or indirectly) from civil commotion or terrorism

**15 Abandonment**

There will be no abandonment to us of any property

**16 Fraudulent Claims**

If you, or anyone acting on your behalf, makes a claim or seeks to obtain any benefit under your insurance which you know, or should have known, is in any respect fraudulent we may cancel all your insurances immediately. This cancellation will have the effect stated at G3:17

**17 Paperless Trading**

You are insured, subject to all other terms of your policy, for risks arising from your participation in the Bolero system, and in any other system of paperless trading/documentation approved by the Managers

**18 Currency**

If we pay a claim in a currency other than the Member currency, limits of liability and deductibles will be converted from the Member currency at the rate prevailing:

18.1 in respect of liability claims, on the date on which you paid the claim

18.2 in respect of equipment/property claims, on the date of loss

**19 English Language**

If we issue a version of any part of your policy in a language other than English, this is for guidance only. The English version will take precedence in the event of any dispute or possible inconsistency

**GENERAL PROVISIONS**

**G2 CLAIMS CLAUSE**

G2 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED

**1 Notification**

- 1.1 You will notify the Managers as at 1.2, and as directed in your certificate, of any accident likely to lead to a claim under your insurance *and* any claim made against you for which you are (or may be) insured
- 1.2 Notification as at 1.1 will be immediate and in *any case* by the earliest of the following:
  - 1.2.1 in time for appropriate investigation, defence or mitigation - for example: by survey
  - 1.2.2 before terms are agreed for your next account year
  - 1.2.3 three months after any accident or claim specified at 1.1

**2 Obligation of Member**

In the event of an accident/claim specified at 1 above you will:

- 2.1 take all reasonable measures to avoid/minimise the risk
- 2.2 give prompt notice to a third party who may be responsible
- 2.3 take all reasonable measures to obtain maximum recovery from a third party as at 2.2 and avoid time bars. You will fail to comply with this paragraph (2.3) if you fail to take measures because of the possibility of a claim/counterclaim by the third party against you arising from the same accident, *if* we are prejudiced by this
- 2.4 cooperate with the Managers:
  - 2.4.1 in the exercise of the powers specified at 7 below
  - 2.4.2 by promptly providing information/documentation and facilitating surveys

2.4.3 by complying with their request to establish whether a claim arises from terrorism

2.5 *not* admit liability or settle a claim without the Managers' prior agreement

### **3 Presentation of Claims**

Claims for reimbursement from us must be presented within one year from:

3.1 Claims for loss of equipment/property: Date of loss as at G1:2.1.1

3.2 Other claims eg liability or repair of equipment: Date of payment as at G1:2.1.2

### **4 Proof of Loss**

If you make a claim, you will if the Managers require:

- 4.1 provide signed and sworn proof of your payment or loss as specified at 1 above
- 4.2 submit to examination on oath

### **5 Directors Discretion**

The Directors may reduce or reject your claim if you fail to comply with 1-4 above - and in that event you will return to us sums already reimbursed (unless the Directors decide otherwise)

### **6 Distribution of Third Party Recoveries**

- Amounts recovered from third parties in respect of a claim will be credited to us to the full extent of the amounts which we have paid out (including costs of making the recovery)
- Any balance will be credited to you to the extent of amounts which you have incurred (for example: deductibles)
- Any excess will be distributed equitably between you and us - taking into account amounts paid/incurred and the relevant dates

**7 Powers of the Managers**

The Managers may:

- 7.1 direct the conduct of any claim or proceedings relating to a risk for which you are or may be insured
- 7.2 settle, compromise or dispose of the claim/proceedings as at 7.1 as they see fit
- 7.3 at any time appoint - and discontinue the appointment of - lawyers, surveyors and others on your behalf, in connection with a matter which may result in a claim
- 7.4 require from persons appointed as at 7.3 relevant advice, documents and information in their control:
  - at any time - whether or not the appointment has been discontinued
  - as if the persons were appointed to act and at all times had acted on *our* behalf
  - notwithstanding legal or other privilege

**8 Death, Injury & Illness**

1-7 above apply also to claims for death, injury and illness for which you would/might have been insured except for a deductible

**GENERAL PROVISIONS**

**G3 POLICY CONDITIONS CLAUSE**

***G3 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED***

**1 Material Information**

It is a condition precedent that you will:

- 1.1 provide full and accurate information in response to the Managers' request - in connection with your application for insurance, or at any other time
- 1.2 provide the Managers with all material information
  - 1.2.1 when you apply for insurance
  - 1.2.2 when an amendment to the terms of insurance is sought

1.2.3 when the policy is reviewed - whether or not changes to the policy are agreed

1.2.4 promptly at any other time during the period of your insurance

## **2 Powers**

2.1 If you fail to comply with 1 above we may:

2.1.1 avoid the insurance

2.1.2 reject a claim which relates to circumstances which should have been disclosed or which is the subject of misleading/inaccurate information

2.2 If the Directors consider that information specified at 1 above adversely affects the nature of the risk under your insurance we may inform you, with at least 30 days notice, that you will cease to be insured

## **3 Audit**

3.1 We may examine your books and records at any time during your insurance, and for three years afterwards, as far as they relate to your insurance (without prejudice to G1:11)

3.2 If you fail to cooperate with the Managers as at 3.1 we may avoid the insurance

## **4 Surveys**

The Managers may require a survey of your premises, operations, equipment or insured ships at any reasonable time, whether before or after your insurance has commenced. If: • you fail to comply with this requirement *or*

- the results of the survey are, in the opinion of the Managers, unsatisfactory *or*

- you fail to comply with the Managers' recommendations following a survey within a reasonable time

we may inform you, with at least 30 days notice, that you will cease to be insured

**5 Confirmation of Insurance**

If the assured requests us to confirm insurance to someone else, our confirmation:

- is only for information
- confers no rights on the person to whom we make it
- does not extend or amend the insurance

**6 The Assured and Joint Assureds**

- 6.1 There is only one assured under each policy - designated in the certificate. Anyone else insured under the same policy is a joint assured
- 6.2 An applicant for joint assurance:
- 6.2.1 will comply fully with 1.1 - in case of failure to do this we may avoid the insurance of the assured and all joint assureds
- 6.2.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively
- 6.3 If the Managers agree to joint assurance:
- 6.3.1 the insurance will be subject to all the provisions of the assured's insurance - and to terms relating to the joint assurance
- 6.3.2 the joint assured is insured only for risks arising out of the assured's insured services and for which the assured would itself have been insured

**7 Assignment**

- 7.1 You will not assign your insurance (or any interest under it) unless and to the extent that the Managers agree
- 7.2 Any purported assignment without the Managers' agreement (or not complying with any terms which the Managers require) will be void
- 7.3 We may, in settling a claim presented by the assignee, retain an amount which the Managers estimate as sufficient to discharge the assignor's liabilities to us which:
- are in existence at the time of the assignment *or*
  - have arisen later *or*
  - are thought likely to arise later

We may do this whether or not it is stipulated as a term of the Managers' agreement to the assignment

## 8 Continuous Contract

Every insurance is a continuous contract and terms continue unchanged from one year to the next - *unless* otherwise agreed, and subject to 9-11 and 16-17 below

- This is not affected by the issue of subsequent policies
- Policies apply from 0000 GMT on the commencement date specified in the certificate - unless another time is specified

## 9 Notice

9.1 Not later than one month in advance the Managers may give the assured or the assured may give the Managers - notice that on the review date:

9.1.1 a change in terms may be required *or*

9.1.2 the insurance will cease

9.2 If notice is given as at 9.1.1 and no change is agreed by the review date: 9.2.1 the Managers may agree a *continuation period* - subject to agreed terms

9.2.2 changes agreed during the *continuation period* will apply retrospectively from the review date - or as otherwise agreed

9.3 Your insurance will cease automatically:

9.3.1 on the review date if no change or *continuation period* is agreed

9.3.2 on expiry of a *continuation period* if no change is agreed

9.4 The Directors may give you notice that your insurance will cease - taking effect not less than 30 days from the date on which the notice is given

## 10 Cesser of Insurance

You immediately cease to be insured on:

10.1 your winding up/bankruptcy

10.2 termination of your insured services

10.3 your ceasing to have an insurable interest in the subject matter of the insurance

10.4 your death or insanity - in the case of an individual

**11 Effect of Cesser**

- 11.1 If you cease to be insured as specified at the following paragraphs of this Clause (G3): 9.3, 9.4 or 10 - *unless* 16-17 below apply:
- 11.1.1 you remain liable for amounts due from you to us - whether levied before or after cessation
- 11.1.2 we remain liable for claims arising from accidents on or before the date of cessation
- 11.2 If premium is a lump sum or deposit subject to a minimum *and* you cease to be insured as specified at 9.3 or 10.1 you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
- 11.3 otherwise than as at 11.2 - premium will be calculated pro-rata up to cessation

~~**12 Mutual Premium**~~

~~The price for your insurance is a mutual premium - unless the Managers agree that it will be a fixed premium, or a combination of the two~~

**13 Calculation of Premium**

- 13.1 Premium may be:
- a lump sum
  - a deposit - which may be subject to a minimum and adjusted by an adjustment rate
  - determined by applying an adjustment rate
  - any combination of the above
- 13.2 If premium is calculated by applying an adjustment rate you will provide the Managers with a declaration within 28 days after the adjustment date, to allow the premium to be calculated

**14 Interest**

We may charge you interest on amounts due not received by the due date. The rate is determined by the Directors in accordance with para 4.2 Part E Section 1 of the Bye-Laws

**15 Claims Held**

If we do not receive an amount due from you in due time we may withhold any payments due from us to you until the amount is received

**16 Cancellation**

- 16.1 If we do not receive an amount due or declaration from you in due time the Managers may (in addition to our rights specified at 14-15 above) give notice requiring you to pay (or make the declaration) by a specified date within not less than seven days from the date the notice is served
- 16.2 If we do not receive full payment (or the declaration) by the date specified at 16.1, all your insurances are cancelled immediately and without further formality
- 16.3 If the insurance has previously ceased under 9 or 10 above, this paragraph (16) and 17 below will supersede 11 above
- 16.4 If at the time your insurance ceases as specified at 10.1 we have not received any due payment or declaration, the insurance will be cancelled without notice or formality - but the Directors may decide to reinstate it on terms as they think fit

**17 Effect of Cancellation**

- 17.1 In the event of cancellation as at 16 above or as at G1:16, you remain liable for amounts due from you to us - whether levied before or after cessation
- 17.1.1 If premium is a lump sum or deposit subject to a minimum - you will pay the lump sum or minimum premium in full - if already paid no part will be repayable
- 17.1.2 Otherwise than at 17.1.1 - premium will be calculated pro-rata up to cancellation
- 17.2 We cease to be liable for claims unpaid at the date of cancellation *whether:*
- the claim arises before the date of cancellation - *or* after it
  - the claim arises during the account year in which the insurance is cancelled - *or* in any other year
  - we have admitted responsibility or appointed a lawyer, surveyor etc - *or* not

- 17.3 The Directors may admit claims excluded as at 17.2 on terms as they think fit
- 17.4 If we receive the amount (or declaration) after cancellation, the Managers may reinstate the insurance - but you will not be insured, unless the Directors decide otherwise, for claims arising out of accidents occurring between the dates of cancellation and reinstatement

**18 Set Off**

- 18.1 No set off will be taken into account in assessing amounts due from you to us - including set off arising from winding up or bankruptcy - even if set off has been allowed in the past
- 18.2 We may set off any amounts due from you to us against amounts due from us to you - without prejudice to any other provision in your insurance

**19 Claims for Amounts Due**

You will claim (in writing) amounts due to you from us (including repayment of premium) within six months from the end of the account year to which the credit relates - otherwise your claim is absolutely barred

**20 Directors & Managers Discretion**

The Directors and Managers may exercise, or refrain from exercising, any power or duty under the policy or Bye-Laws in their absolute discretion

**21 Brokers**

Your insurance broker:

- is your agent, not ours
- has no authority to issue or confirm policies on our behalf to anyone

**22 Service of Notices**

- 22.1 We will serve notices required by your insurance in accordance with the Bye-Laws Part F:

- by post/fax to the assured or its broker, at the address or fax number last recorded by the Managers
- personally (on a director/officer in the case of a company)  
Notice will be deemed served:
- if sent by post - on the third day after posting, subject to 22.2
- if sent by fax - on the date of transmission

22.2 A notice terminating insurance for war/strikes riots & terrorist risks will be deemed served on the day it is posted, collected by courier or sent by fax

## **23 Law & Jurisdiction**

23.1 Our insurance, and any other contract between you and us, is subject to English law. Every insurance which we provide and the rights and obligations of you (or anyone else) and us arising out of or in connection with the insurance is subject to and will be construed in accordance with English law

23.2 All disputes between you (or anyone else, including your broker) and us relating to the insurance (or application for or offer of insurance) or contract will be referred to London arbitration in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment. If the parties are unable to agree on a sole arbitrator within 21 days of the first party giving notice of a dispute and calling for the appointment of an arbitrator, then the Chairman of the General Council of the Bar of England and Wales will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to English law

23.3 In respect of disputes as at 23.2:

- No other action or legal proceedings will be maintained against us unless and until the dispute has been referred to arbitration and the award has been published and become final
- Our sole obligation is to pay any sum as directed by the final arbitration award

23.4 23.1-23.3 also apply to disputes involving:

- the Managers
- anyone acting on our, or the Managers', behalf
- your broker

**GENERAL PROVISIONS**

**G4 INSURED SERVICES CLAUSE**

**1 Insured Services**

- 1.1 You may be insured for your liability arising from any service:
- listed in this clause *and* specified in your certificate. If a service listed in this clause is *not* specified in your certificate, you are not insured for liabilities in respect of it
  - *not* listed in this clause, which is specified in your certificate
- 1.2 You are also insured for the following to the extent that they are solely in support of your insured services:
- 1.2.1 administration and sales/marketing activities
- 1.2.2 facilities for visitors at your insured location
- This paragraph (1.2) is subject to any exclusion in your policy relating to liabilities to your employee

**2 Transport Operator Cover**

You may be insured, subject to 1 above, for your liability arising from any of the following services provided directly or through your subcontractor. You are in any case insured for transit storage and incidental handling

**2.1 Transport Operator Services**

Air charterer	Rail operator
Barge operator	Ship operator (short sea)
Cargo broker	<u>Slot/space charterer</u>
<u>FDA Agent</u>	Stack train operator
<u>Freight forwarder</u>	Tank operator
Haulage operator	Truck broker
<u>NVOC</u>	

- 2.2 Warehouse operator - see 9 below
- 2.3 Customs (house) broker or customs carrier

**3 Cargo Handling Facility and Operational Port Authority Cover**

including North American Port Authorities

You may be insured, subject to 1 above, for your liability arising from any of the following services:

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- provided directly or through your subcontractor *and*
- in respect of premises included in your Insured Locations Schedule

## 3.1 *Operational facilities*

Air freight terminal	Intermodal rail depot
Bonded area/customs warehouse	Marine terminal
Container freight station	Storage/repair depot
Inland container depot	
Leasing company depot for containers/trailers	

## 3.2 *Traffic handled*

Cars (accompanied on ferries)	Fruit/meat/fish (non-containerised)
Cars (new)	General cargo (breakbulk)
Containers	Livestock
Cruise/liner passengers	Oil/gas/hazardous liquids
Dry bulk	Trailers/other ro-ro cargoes
Ferry passengers	
Wet bulk (other than oil/gas/hazardous liquids)	

## 3.3 *Other activities*

Advice and information	New car preparation
Chassis pool	Reefer container pre-trip inspection
Fumigation/coloration of cargo	Ships' Agency
<u>Freight forwarder</u>	Social Club
Garbage collection	Stevedoring: at your terminal
Haulage operator	Stevedoring: <i>not</i> at your terminal
Lighterage	Tank container repair/cleaning
Minor maintenance/repair	
Local collection/delivery of <u>cargo</u> from/to your premises	
Provision/installation/maintenance for your customer of computer hardware/software	

## 3.4 *Warehouse Operator*

see 9 below

- 3.5 You are only insured for liabilities arising from ship repair or marina operations as follows:
- *Ship repair*: if Clause C13 (or N13/P13) applies to your insurance
  - *Marina*: if Clause C14 (or N14/P14) applies to your insurance

#### **4 Landlord Port Authority Cover**

including North American Port Authorities

##### **4.1 Port traffic**

You may be insured\* for your liability as landlord port authority in respect of any of the following - or for any of the warehouse operator services specified at 8 below:

Cars (accompanied on ferries)	Fruit/meat/fish (non-containerised)
Cars (new)	General cargo (breakbulk)
Containers	Livestock
Cruise/liner passengers	Oil/gas/hazardous liquids
Dry bulk	Trailers/other ro-ro cargoes
Ferry passengers	
Wet bulk (other than oil/gas/hazardous liquids)	

##### **4.2 Port activities/facilities (1)**

You may be insured\* for your liability arising from any of the following activities:

- as landlord port authority *and/or*
- undertaken by you directly or through your subcontractor as specified in your certificate

Advice and information	Marine traffic control
Buoys/lights provision	Navigational aids provision
Diving	Pilotage
Drydock	River authority
Emergency services provision	Security
Garbage collection	Social club
Maintenance of clean berths/channels - subject to G1:9.4 - excluding liability arising during dredging operations	

Provision/installation/maintenance for your customer of computer hardware/software

4.3 *Port activities/facilities (2)*

You may be insured\* for your liability as landlord port authority only in respect of any of the following facilities:

Factories/warehouses	Residential property
Fishing berths/port	Restaurants
Offices	Shop
Public car parks	

4.4 *Port activities/facilities (3)*

You may be insured\* for your liability arising from any of the following activities:

- as landlord port authority and/or
- undertaken through your subcontractor, subject to G1:10 as specified in your certificate. You cannot be insured if you undertake these activities directly (unless you are insured under port ships cover):

Ferry services within port	Tug provision
Operation of pilot ships	

4.5 You are only insured for liabilities arising from ship repair or marina operations as follows:

- *Ship repair*: if Clause P13 (or N13) applies to your insurance
  - *Marina*: if Clause P14 (or N14) applies to your insurance

*\*subject to 1 above, in respect of facilities included in your Insured Locations Schedule*

**5 Airport Cover**

You may be insured, subject to 1 above, for your liability from any of the following services: Airport owner/operator  
Airport contractor (under a contract specified in your Approved Contract Schedule)  
Supplier of aviation fuel (including fuelling/de-fuelling aircraft)

**6 Small Ships Cover**

You may be insured, subject to 1 above, for your liability arising as any of the following:

Owner/bareboat charterer  
Time charterer  
Ship manager  
Ship operator

**7 Logistics Operator Cover**

You may be insured, subject to 1 above, for your liability as specified at 2 and 3 above and 9 below (in addition to services specified at L1:4)

**8 Rail Operator Cover**

You may be insured, subject to 1 above, for your liability as specified at 2 and 3 above and 9 below

**9 Warehouse Operator Cover**

*at your insured locations*

Cover as specified at 2.2, 3.4, 7 & 8 for:

Transit storage and consolidation/deconsolidation:

- for your other insured services
- for other operators

Operating a bonded area or customs warehouse

Operating delivery vans for your other insured services

Operating temperature controlled warehouses

Storing cargo (other than transit storage)

**GENERAL PROVISIONS**

**G5 REINSURANCE CLAUSE**

**1 Structure**

- 1.1 The *reinsured insurer* insures the *primary assured*, under a *primary insurance policy*
- 1.2 We reinsure the *reinsured insurer*

## 2 Certificate of Reinsurance

We issue a *Certificate of Reinsurance* to the *reinsured insurer*

### 2.1 The certificate will specify:

- the percentage which we reinsure
- the conditions of reinsurance

### 2.2 The certificate may also confer membership of the Association on the primary assured

## 3 Premium

### 3.1 ~~The *reinsured insurer* pays a mutual premium as set out in the certificate~~

### 3.2 The *primary assured* will receive return of premium or pay additional premium at the same percentage of its basic premium as the percentage which we pay to our assureds - adjusted proportionately in respect of:

- the period covered by the *primary insurance* policy
- the percentage of the liability of the *reinsured insurer* which we reinsure (if we do not fully reinsure this liability)

## 4 More than One Insurer

If the *primary insurance* policy is subscribed by more than one *reinsured insurer*:

- the *reinsured insurers* will be liable to the assureds and • the assureds will be liable to the *reinsured insurers* jointly, not severally, for any amounts due - in the proportions set out in the policy

## 5 Powers etc under the *Primary Insurance*

### 5.1 It is a condition precedent to our liability under the reinsurance that the *reinsured insurer* will:

- #### 5.1.1 not exercise any of its powers, duties and discretions (including those of the *reinsured insurer's* management) without the Managers' prior approval

- #### 5.1.2 comply with G2:1-3

### 5.2 We will control handling of claims likely to affect our reinsurance

## 6 Definitions

The following words will be interpreted as stated below

6.1 For the purpose of construing the primary insurance: *we/us* *the Reinsured Insurer*  
*you/the assured* *the Primary Assured*  
*the Managers* *the Managers for the time being of the Reinsured Insurer*

*Certificate of Insurance* *Certificate of Reinsurance*

6.2 For the purpose of construing the reinsurance:

*we/us* *as at G6:1.3.2*

*you/the assured* *the Reinsured Insurer* *the*

*Managers* *as at G6:1.3.4*

*Certificate of Insurance* *Certificate of Reinsurance*

## **7 Premium**

G3:12 does not apply to the *primary insurance* policy

## **8 Primary Insurance**

The term *primary* is used in this clause solely to distinguish the insurance of the primary assured by the reinsured insurer and does not mean that the insurance is primary to any other insurance

## **GENERAL PROVISIONS**

### **G6 DEFINITIONS CLAUSE**

#### **1 Introduction**

##### **1.1 Application**

In any documentation relating to an offer or policy of insurance the words listed below have the meaning set against them - if not inconsistent with the context

##### **1.2 Layout**

1.2.1 capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance

1.2.2 text is *generally* (although not necessarily) underlined, for guidance only, to indicate that a word or phrase is included in the list at 2 below

1.3 **You and We**

1.3.1 *You/your* means:

an assured and any joint assured under the assured's insurance as designated in your certificate(s)

1.3.2 *We/us/the Association (our)* means:

~~the Club (Club's), ie Through Transport Mutual Insurance Association Limited or Through Transport Mutual Insurance Association (EurAsia) Limited, whichever one is providing the insurance cover in any particular case~~

1.3.3 *Assured/Joint Assured* means:

the person(s) so designated in your certificate

1.3.4 *The Managers* means:

the Managers of the Club (or its branches) as defined at 1.3.2 and their employees and agents acting within the scope of their authority

1.3.5 *The Directors* means:

the Board of Directors for the time being of the Club as defined at

1.3.2

1.4 **Documentation**

1.4.1 *Policy (of insurance)* means:

the terms of your insurance with us, as set out in the Act, the ByeLaws and your certificate of insurance (and schedules) - which incorporates, to the extent stated in the certificate in each particular case, your policy book (as at 1.4.6)

1.4.2 *Certificate (of insurance)* includes:

endorsements, schedules and certificates of reinsurance

1.4.3 *Cover* means: a grouping of clauses, *for example*

Transport Operator cover

1.4.4 *Clause* means:

a constituent, numbered part of your cover, *for example* T1 - Cargo Liabilities as part of the Transport Operator cover

1.4.5 *Paragraph* means:

a numbered paragraph within a clause, *for example* T1:6 - rules concerning personal effects within the Transport Operator cover for Cargo Liabilities

1.4.6 *Policy Book* means:

a collection of clauses (as at 1.4.4) which are, wholly or partly, incorporated into your policy by means of your certificate

1.5 **Insurance/insured**

*Insurance/insured* means insurance/insured - or reinsurance/reinsured - by us in accordance with the applicable terms. Subject to this: • *insured berth* means a berth specified in your Assets Schedule

- *insured (carrying/handling) equipment* means equipment specified in your Assets Schedule
- *insured location* is defined separately at 2 below
- *insured property* is defined separately at 2 below
- *insured services* is defined separately at 2 below
- *insured ship* means a ship specified in your Assets Schedule
- *insured trading area* is the area stated in respect of each ship in your Assets Schedule
- *insured value* is defined separately at 2 below

1.6 **General Interpretation**

1.6.1 *May* is "permissive"

1.6.2 *Will* is "imperative"

1.6.3 Singular words include the plural - and vice versa

1.6.4 Words representing persons, eg *anyone, another person, someone else*, also include companies and associations

1.6.5 *By* includes *on behalf of*

1.6.6 *Agree/agreed/agreement* means *agree (etc) in writing*

1.6.7 *Carried* includes intended for *carriage and having been carried*

1.6.8 *Costs* includes *expenses*

1.6.9 *Electrical* includes *electronic*

1.6.10 *For example (eg)* means *by way of example without limitation of the generality of the foregoing*

1.6.11 *General limit* means *our general limit of liability* as defined at G1:6

1.6.12 *Includes/including* means *includes/including without limitation of the generality of the foregoing*

1.6.13 *Injury* means *bodily injury*

- 1.6.14 *Liability (liable)* means *legal liability (legally liable)*
- 1.6.15 *Notice* means *notice in writing*
- 1.6.16 *Port* includes *harbour*
- 1.6.17 *Premium (used on its own)* means a ~~mutual premium, a fixed premium or a combination of the two~~
- 1.6.18 *Regulations* means *regulations made by any authority*
- 1.6.19 *Risk* means *(legal) liability, loss, damage or costs*
- 1.6.20 *Special limit* means *our special limit of liability* as defined at G1:6
- 1.6.21 *Terms* includes *conditions, exclusions, qualifications* and (where applicable) *price*

## 2 The Definitions

### **Accident**

one accident or occurrence or a series of accidents or occurrences arising from one fortuitous event

### **Account year**

the annual period of the insurance of the assured commencing each year on the date shown in your certificate

### **Act**

- in respect of ~~Through Transport Mutual Insurance Association Limited the Through Transport Mutual Insurance Association Limited Consolidation and Amendment Act (Bermuda 1993) (and every amendment thereto in force)~~
- in respect of ~~Through Transport Mutual Insurance Association (EurAsia) Limited the Memorandum of Association~~

### **Adjustment date**

~~the date on which the declaration of your gross freight receipts, gross annual income or similar earnings, insured values, movements, handling~~  
or any other agreed adjustment factor is to be made

### **Adjustment rate**

one of the following rates, as specified in your certificate:

- a rate on your gross freight receipts or gross annual income or similar earnings during an account year
- a rate per movement or handling during an account year
- a rate per annum on the insured value of equipment

- any other rate agreed by the Managers **Aircraft** includes aeroplane/helicopter (fixed or rotary wing), airship and balloon **All risks policy** policy covering fortuities generally though not inevitabilities such as wear and tear or depreciation **Amount due (from you)** any of the following amounts due from you to us:

- all or part of any ~~mutual~~/fixed/supplementary/release premium
- any amount due from you in respect of a claim
- any other sum due for any reason whatsoever **Asbestos** asbestos in any form whether or not the asbestos was at any time
  - airborne as a fibre, particle or dust
  - contained in or formed as part of a product, structure or other real or personal property
  - carried on clothing
  - inhaled or ingested
  - transmitted by any other means

#### **Authority**

- any central or local government, or agency of such government
- any body or person empowered to make regulations or issue directions in relation to:
  - the administration of any seaport, airport or railway
  - the import, export or transport of any cargo
  - safety of working conditions
  - immigration
  - the imposition of any tax or duty
  - the control of pollution
- any court or tribunal **Avalanche** includes mudslide **Average** reduction of reimbursement of a claim because the value of equipment or property in your declaration is less than its actual or new replacement value (see also *general average*)

#### **Barratry**

intentional sinking of a vessel by the master or crew to the prejudice of, and without the connivance of, the owner **Berth**

any quay, jetty, pier, wharf or other structure or object alongside which ships moor **Breach of copyright** includes infringement of plans, patents, trade names, trade marks and registered designs **Breakbulk cargo** (except bulk cargo) which is not in carrying equipment, when carried on board a ship **Broker** an insurance broker, consultant or other intermediary or agent directly or indirectly involved in dealing on your behalf as regards your insurance **Bulk**

unpackaged goods of a homogeneous nature

**Bullion**

gold, silver or platinum in bars or similar

bulk form **Bye-laws** as the case may be:

- ~~the Bye-Laws for the time being of Through Transport Mutual Insurance Association Limited or~~
- ~~the Articles of Association for the time being of Through Transport Mutual Insurance Association (EurAsia) Limited~~ **Cargo**

goods, including:

- carrying equipment *unless* supplied by you
- anything used or intended to be used to pack or secure goods, carried from one place to another place

in respect of which you contract to provide services, or in which you have an insurable interest **Carrying equipment**

any container, chassis, trailer, rolling stock, genset, swap body, igloo and anything else specified as carrying equipment in your Assets Schedule

**Cash**

bank notes and coins (whether or not currently legal tender) - and travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services **Cessation of work** loss/damage arising from

- cessation of work (total or partial)
- cessation, interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers - *except* physical loss/damage directly caused by strikers, locked out workers or similar persons **Charter(chartered)** a time,

voyage, space or slot *charter*, but *not* a bareboat charter  
(*chartered* under a time, voyage, space or slot charter)

**Chassis**

- a trailer or semi-trailer designed to be hauled by a truck or tractor and used for the transportation of containers or intermodal cargo
- a part, including spares and accessories, of a chassis
- plant, tools or materials for the maintenance or repair of a chassis **Clean Up Costs**

costs of removal of a pollutant after pollution of land, sea, the atmosphere, any watercourse or body of water **Combined single limit**

the limit to which a total claim in respect of one accident, parts of which arise from different risks, will be subject

**Computer**

a device which accepts information in digital form and processes it for some result based on a program or sequence of instructions and which can perform substantial computation, including numerous arithmetic operations or logic operations - including the base unit but not a keyboard, monitor or other peripheral

**Condition precedent**

a condition which must be fulfilled for the cover to be valid

**Container**

- an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage
- plant tools or materials for the maintenance or repair of a container **Contract (contractual)**

any contract relating to your insured services, including a port statute, port tariff and port regulations to which you are subject (under such a contract)

**Conveyance**

any ship, aircraft, road vehicle or rail wagon used or intended to be used for the carriage of cargo

**Customer**

any person for whom you provide, directly or through your subcontractors, insured services **Damage protection plan** an agreement between you and a customer whereby, in return for additional premium, the lessee is relieved of its obligation under the leasing contract to pay for repair of damage to equipment during the period of the lease

**Death, injury or illness**

includes hospital, medical and funeral expenses

**Death or injury**

includes hospital, medical and funeral expenses

**Declaration**

declaration of information which is to be provided by you to us in order to calculate your premium **Defamation**

libel, slander and publication or utterance of disparaging material in violation of privacy rights **Deposit**

the part of the premium payable each account year in advance, adjusted at the adjustment rate on the adjustment date, subject to any applicable minimum **Earthquake**

includes seaquake, tsunami and seismic activity

**Electronic components**

integrated circuits, system boards and SIM cards, computer memory and computer processors, CD-ROM drives, DVD drives, sound cards, video cards and modems **Equipment**

carrying or handling equipment

**Executive officer**

any director, board member, commissioner, president, vice-president or managerial employee

**Expendable/replaceable parts**

flexible drives, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, trailing wires and cables, flexible pipes and hoses, jointing and packing materials, transistors, fuses and similar electrical component

**FDA Agent**

Food and Drugs Administration US Resident Agent

**Financial lessor**

lessor of property/equipment under an agreement or option to purchase **Fiscal representative**

a person acting as representative for tax or duty purposes or as otherwise defined in any applicable national or international law or convention **Fixed ~~Fixed premium~~**

~~price (or any part of price) for insurance which has not been agreed to be a mutual premium~~

**Flood**

rising water, surface water, waves, tidal waves, tidal water, overflow of streams, rivers, lakes, ponds or other bodies of water, spray from any of

the foregoing, all whether driven by wind or not **Freight**

**forwarder** a transport operator providing services, which may include documentation and customs clearance, as agent or principal, but sub contracting all physical carriage and handling to one or more operators

**General average**

sacrifice or expenditure to save property involved in a sea voyage, to which, in principle, all owners of the saved property contribute proportionately (see also *average*) **Gross**

**freight receipts**

gross revenue plus payments to agents and subcontractors in respect of services as transport operator, but excluding customs duty, sales tax or similar fiscal charges, paid on behalf of customers

**Gross revenue**

revenue net of payments to agents and subcontractors in respect of services as transport operator **Handheld**

**electronic products**

products designed primarily for the storage, management, use or transmission of information by electronic means (for example: organisers, computer games, remote control devices), but not products in which the electronic component only controls another, mechanical or other, function

(for example: toothbrushes, power tools)

**Handling equipment**

- an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment, and operations incidental to such activities
- a part, including spares and accessories, of handling equipment
- plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment
- anything specified as handling equipment in your Assets

**Schedule Host Liquor**

supplying alcoholic beverages in the course of your insured services *as long as* you are not in the business of manufacturing, distributing, selling or serving alcoholic beverages **illegal trade** handling, movement, storage of, or transaction in, people, goods, cargo or money in the course of trade which is prohibited by national law or

international

agreement/convention **In**

**writing/written**

visibly expressed in any permanent mode, including telegram,

fax and electronic means **Incur as an employer**

includes incurring liability under any state or private workers compensation

insurance, disability benefits or similar law or scheme

**Indemnity value**

the cost of replacing an item of insured equipment/property with equipment/property of the nearest (but no worse) type, age and condition, and any labour, dismantling, freight and erection costs of the replacement equipment/property but only to the extent that the total of such costs does not exceed the insured value

**Indirect declarant** a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law or

convention **In flight** the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run and its engines are shut down **Insanity**

becoming incapable by reason of mental disorder of managing and administering property and affairs

**Insured location**

the location at which you provide any insured services and in respect of which the Managers have agreed that you are insured, and which is included in your Insured Location Schedule (or Assets Schedule) **Insured property** property *at the locations specified in your certificate* which is:

- specified in your certificate *or*
- third party property in your care, custody and control which you are legally liable to insure against physical loss and damage **Insured services**

services set out in your certificate in respect of which the Managers have agreed that you are insured **Insured value** an amount, which may be *new replacement value, depreciated value, indemnity value* or other *agreed value*, which the Managers have agreed

that we will pay in the event of the total loss of an insured item **Joint service partner**

a ship operator or NVOC with whom you operate a joint service **Joint venture partner**

an operator with whom you pool equipment in order to operate a joint service

**Lack of due diligence**

failure to exercise reasonable skill, care and competence in the circumstances **Land**

includes buildings and other things fixed to land so as to become part of it, mines, subsoil and airspace **Landlord port authority** an authority which owns or is responsible for the infrastructure of a port, but which does not itself handle cargo (either directly or through subcontractors) and which itself undertakes activities or operates facilities (either directly or through subcontractors) in respect of which it is insured

only if, and to the extent, specified in your policy

**Lease/leased/lessor/lessee**

includes rent and hire, but excludes owning and re-positioning of carrying equipment in respect of which payment is not made or

received **Leasing contract** a contract approved by the Managers for the purposes of your lessor cover whereby you lease equipment to a customer on terms, amongst others, that the customer will be responsible for all physical loss/damage of the equipment (other than fair wear and tear) from the time the customer takes delivery of it until either the customer redelivers it to you or you repossess it, and will also be responsible for all third party liabilities arising from its condition or use during that period **Liquidated damages** a fixed sum agreed in advance under your contract with your customer as payable in the event of a breach of the contract

**Logistics operator** an operator:

- undertaking supply chain management, defined as planning, implementing and controlling the flow and storage of goods, services and related information from point of origin to point of consumption
- operating under contracts specified in your Approved Contracts Schedule which extend liability provisions, for example: to just in time delivery, assembly (including packing, labelling and bar coding) and financial penalties for failure to conform **Loss Payee**

includes mortgagees and mortgagors specified in your Loss Payee or Loss

Payee Joint Assured Schedule

**Lump sum**

a premium not subject to adjustment by means of an adjustment rate **Material information** information and facts, and any changes in information and facts, which you know or ought to know, and which would influence us in fixing the premium or determining whether we will take the risk or accept an amendment which you seek, and, if so, on what terms, *including*:

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

mould, mildew, fungus, spores or other microorganism of any type, including any substance the presence of which poses actual or potential threat to health

**Mutual premium**

price (or any part of price) for insurance which is subject to supplementary, return, and release premiums in accordance with Part E of the Bye Laws

**NVOC**

(non vessel owning carrier) - a carrier, who is not a ship operator, providing freight forwarder services as a principal, usually under a bill of lading

**Navigational aids**

- provision and maintenance of marine navigational aid
- provision and maintenance of charted and advertised water depths
- provision and maintenance of buoyage and lighting for fairways, wrecks and obstruction
- provision of navigational information and warnings **New for old** without deduction for

depreciation **Non-contractual**

other than under a contract

**Nuclear weapon**

any weapon of war employing nuclear fission or fusion or other like reaction or radioactive force or matter **Off lease (equipment)** equipment which at the time of an accident giving rise to a claim under your lessor cover was *not* on lease **On lease (equipment)** equipment which at the time of an accident giving rise to a claim under your lessor cover:

- was on lease to your customer pursuant to a leasing contract or
- had been leased to your customer under a leasing contract which had terminated by reason of default or breach of the customer and had not yet been redelivered to or repossessed by you **Operation of airfield control tower**

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

a person who owns, leases, charters or otherwise operates means of transport or storage or handling facilities specified in your insured services **Oversea ship**

a ship carrying insured equipment from one port or place to another when the voyage includes a sea passage **Overspill claim** that proportion of a political risks claim which is unpaid as a result of the total political risks claims for the political risks account year exceeding the political risks maximum and which is carried forward to the next political risks account year

**Own/owned/ownership**

includes lease purchase and bareboat charter

**Personal property**

all property except land

**Picking**

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

**Ploeking**

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

**Pollutant**

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, liquid, gas, oil, petroleum substance or derivative acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

**Pollution**

the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse or body of water which is not naturally present in the environment in the amounts/concentrations discovered **Port authority**

includes port operator, harbour board, harbour authority or harbour operator

**Precious jewellery** jewellery made from

precious stones or precious metal **Precious**

**metal**

gold (any carat and any colour), palladium, platinum, silver and objects

made of or plated with precious metal (as defined here)

**Precious stones**

diamonds, emeralds, sapphires and rubies - except where made up into precious jewellery **Products liability** liability for loss/damage of property or bodily injury arising from any

product, including containers packaging or labelling, which: •  
is sold, supplied, erected, constructed, repaired, altered,  
treated, converted, installed, processed, manufactured, tested,  
serviced, hired out, stored, carried or delivered by or through  
you *and*

- has ceased to be in your possession, care, custody or control  
*and*
- is defective for the purposes of applicable products liability law

**Professional services**

includes preparation/approval of, maps, charts, plans, reports,  
surveys, designs calculations or specifications and supervisory,  
inspection, engineering or data processing services and services of  
or in the nature of a profession which would normally be insured  
by a professional Indemnity Insurer (whether actually insured or  
not) - and advice of a professional nature **Project cargo** cargo  
carried under a contract which requires you to accept liability:

- if delivery is not made within a time limit specified in the  
contract, *unless* the liability is calculated by reference to the  
freight in respect of the cargo *or*
- for loss or damage to cargo without a financial limit of liability  
based on the weight or the number of packages of the cargo

**Quiet use**

freedom from interference in enjoyment of the property by the  
seller or by anyone claiming through the seller

**Radioactive/nuclear risks** risks caused or increased (directly or  
indirectly) by:

- ionising radiations from or contamination by radioactivity from  
any nuclear fuel or from any nuclear waste from combustion of  
nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties  
of:
  - an explosive nuclear assembly or nuclear component thereof *or*
  - *source material, special nuclear material or by product material*  
as defined by the US Atomic Energy Act 1954 (and  
amendments) *or* • radioactive products carried as cargo - other  
than *excepted matter* *excepted matter* is defined under s26(i) of

the United Kingdom Nuclear Installations Act 1965 as nuclear matter consisting only of one or more of the following:

- (a) isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes
- (b) natural uranium
- (c) any uranium of which isotope 235 forms not more than 0.72 per cent.
- (d) nuclear matter of such other description, if any, in such circumstances as may be prescribed (or, for the purposes of the application of this Act to a relevant foreign operator, as may be excluded from the operation of the relevant international agreement by the relevant foreign law)

**Refurbishment**

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

**Review date**

the date on which your policy is reviewed as stated in your certificate **Risk mapping model**

precise details are available from the Managers. Subject to this, and *for guidance only*:

*For earthquake/volcanic eruption:*

Afghanistan, Albania, Armenia, Azerbaijan, Canada (West Coast), Canary Islands, Chile, Colombia, Costa Rica, Cyprus, Ecuador, El Salvador, Greece, Guam, Guatemala, Honduras, Iceland, India (North West), Indonesia (excl Kalimantan), Iran, Israel, Italy (part), Japan, Leeward & Windward Islands, Mexico, Morocco, New Zealand, Nicaragua, Pakistan, Panama, Papua New Guinea, China (earthquake zones), Peru, Philippines, Taiwan, Turkey, USA (West Coast), Venezuela *For storm:* Bangladesh, Bermuda, Caribbean, Fiji, Guam, Honduras, Hong Kong, India, Indonesia, Macao, Mauritius, Mexico, Nauru, China (flood zones), Philippines,

Reunion, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tonga, Tuvalu, Vanuata, USA (below Virginia, East Coast & Gulf) *For flood:*

Bangladesh, Botswana, Chile (North), Ecuador, Germany, India, Netherlands, Peru, China (flood zones), Thailand, USA (Mississippi Delta)

**Road vehicle**

a vehicle with integral means of mechanical or electrical propulsion for use on public roads **Rolling Stock**

railway wagon without integral means of mechanical or electrical propulsion

**Seaman**

any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract

of service or employment to serve on board a ship

**Securities**

bonds, negotiable instruments or securities of any kind

**Semi-trailer**

- a trailer constructed to be attached to, and supported at its forward end by, the fifth wheel device of a tractor - but excluding for the purposes of your policy any semi-trailer which is defined as a chassis
- a part, including spares and accessories, of a semi-trailer
- plant, tools or materials for the maintenance or repair of a semi-trailer **Ship**

boat (whether self propelled or not), hovercraft and any other vessel or

structure for use in navigation on, under, over or in

water **Ship operator**

the owner, part owner, operator, charterer or manager of a ship **Slot charter**

an agreement under which the shipowner agrees to place a certain number of container slots at the charterer's disposal

**Space charter**

an agreement under which the shipowner agrees to place part of the ship's capacity at the charterer's disposal **Specified lessee** a lessee specified in your Specified Lessee Schedule

**Statutory obligation**

any obligation, liability or discretion imposed by any legislative enactment, decree, order or regulation having the force of law in any country

**Storm**

includes hurricane, typhoon, windstorm, rainstorm or tornado

**Strikes riots & civil commotion risks** risks arising from strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

**Strikes riots & terrorist risks**

risks arising from:

- strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
- terrorists or persons acting from a political motive

**Subsidence**

includes landslip and heave

**Terrorism(terrorist)**

(an act of) any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes to: • overthrow or influence any government (de facto or de jure) or

- put the public in fear for such purposes by force or violence

**Terrorism class**

as defined in the *Pool Reinsurance Company Limited 2002* rules for the purposes of reinsurance of risks arising from terrorism. The classes are (in brief):

- property damage/ buildings
- property damage/ other property (including handling equipment)
- business interruption
- book debts

**Third party**

anyone other than us, the assured or a joint assured

**Third party liability**

- liability for physical loss of or damage to third party property and for resulting consequential loss
- liability for death, injury or illness of any third party, and for resulting consequential loss **Third party property** any property of a third party except:
- cargo
- property leased to the assured or a joint assured (*for example: equipment, land or buildings*)

**Trailer**

- a vehicle, without integral means of propulsion, designed to be hauled by a truck or tractor for the purpose of transporting goods - but excluding for the purposes of your policy any trailer which is defined as a chassis
- a part, including spares and accessories, of a trailer
- plant, tools or materials for the maintenance or repair of a trailer **Transit storage**

storage of cargo during, or immediately before or after, carriage (which is other than solely local distribution), if at the commencement of such storage it was intended that the storage would not exceed 30 days **Transport operator**

a person undertaking transport of cargo, either directly or through a subcontractor, as specified at G4:2 - which may include transit storage and incidental handling **Unspecified lessee**

a lessee other than a specified lessee **Valuable papers** formal documents expressing property, or debt, relations between parties and classified as follows:

- share capital certificates *if* it is possible to receive credit from a bank on the document
- bond certificates - issued by both companies and governments
- documents expressing proprietary interests *including* bills, cheques, warrants, certificates of deposit, bills of lading and other commercial papers
- international valuable papers *including* euroshares and eurobonds **Valuable works of art**

includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds US\$20,000 each item or set of items

**Vertical tandem lift**

Lift of more than one container linked together vertically **War risks** risks caused by the following:

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture, seizure, arrest, restraint, detainment (piracy excepted), confiscation or expropriation and the consequences thereof and attempts thereat
- mines, torpedoes, bombs, rockets, missiles, shells, explosives or other similar weapons of war **Wear and tear**

wastage, wearing away or wearing out of any material or part arising from ordinary usage or working, or other gradual deterioration, rust, oxidisation, corrosion, or erosion, including slowly developing deformation, distortion, cracks or other flaws

**Winding up/bankruptcy**

- in the case of a corporation:
- the passing of a resolution for voluntary winding up
- an order being made for compulsory winding up
- dissolution
- appointment of a receiver or manager of all or part of the business or undertaking
- possession being taken by a secured party of any property
- commencing proceedings under any insolvency laws to seek protection from creditors or to reorganise its affairs
- in the case of an individual:
- having a receiving order made against him/her
- becoming bankrupt
- making a composition or arrangement with creditors generally

**Your country** any

country in which:

- you are incorporated *or*
- the management of your business is conducted *or*

- your principal place of business is situated **Your product** any goods, other than real property, manufactured, sold, handled, distributed or disposed of by:
- you
- others trading under your name
- anyone whose business or assets you have acquired

*Your product includes*

- containers (other than vehicles), materials, parts or equipment furnished in connection with your goods or products
- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product *and*
- the providing of, or failure to provide, warnings or instructions

**Your work**

- any work or operations performed by you or on your behalf *and*
- any materials, parts or equipment furnished in connection with this work or operations

*Your work includes:*

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work *and*
- the providing of, or failing to provide, warnings or instructions

ADDITIONAL INTERESTS

**J1 LOSS PAYEE CLAUSE**

**1 The Schedule identifies**

Loss payees in respect of specified:

- equipment *or*
- property *or*
- ships

supplied or financed for use in the assured's insured services *and* agreements under which the equipment/property/ships are supplied or financed

## **2 Payment**

We will pay claims for physical loss/damage of an item specified at 1 above:

- 2.1 To the order of the assured - unless and until we receive notice from the loss payee that the assured/joint assured is in default under the agreement specified at 1 above
- 2.2 To the order of a loss payee specified at 1 above - on receipt of notice as at 2.1

## **3 General Qualifications**

- 3.1 We are not bound to pay as specified at 2.2 until the expiration of the next two business days after receipt of the notice
- 3.2 The assured/loss payee will clearly identify the equipment/property/ship involved
- 3.3 If the claim results from an accident which also gives rise to other claims, any deductible or limit of liability will be apportioned pro rata

## **4 Cesser**

A loss payee will cease to be a loss payee:

- 4.1 as specified in the Schedule
- 4.2 on expiry/termination of an agreement specified in the Schedule
- 4.3 on cancellation/cessation of the assured's insurance

## **5 Notice to Loss Payee**

- 5.1 Notice to a loss payee will be served:

- by post/fax to the loss payee or its broker, at the address or fax number last recorded by the Managers
- personally (on a director/officer in the case of a company)  
Notice will be deemed served:
- If sent by post - on the third day after posting
- If sent by fax - on the date of transmission

5.2 If we have undertaken to give notice regarding a similar matter to another loss payee or joint assured we may (but are not obliged to) give notice to all loss payees/joint assureds within the longest period of notice required by the undertakings

## **6 Notice of Change**

We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:

- as specified at G3:9.3
- for war/strikes riots & terrorist risks

## **7 Notice of Cancellation**

If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the loss payee

## **ADDITIONAL INTERESTS**

### **J2 LOSS PAYEE JOINT ASSURED CLAUSE**

#### **1 The Schedule identifies**

Joint assured loss payees in respect of specified:

- equipment *or*
- property *or*
- ships

supplied or financed for use in the assured's insured services *and*

agreements under which the equipment/property/ships are supplied or financed

**2 A Joint Assured is insured:**

- in respect of its interest specified at 1 above
- to the extent that the assured is insured *for*:

- 2.1 liabilities arising from condition/use of an item specified at 1 above
- 2.2 physical loss/damage of an item specified at 1 above
- 2.3 general average/salvage contributions in relation to an item specified at 1 above

**3 Exclusions**

A joint assured is *not* insured under this clause for liabilities arising:

- 3.1 from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 3.2 solely by reason of the joint assured's own interest in the equipment/property/ship specified at 1 above

**4 Payment**

We will pay claims for physical loss/damage of an item specified at 1 above:

- 4.1 To the order of the assured - unless and until we receive notice from the loss payee that the assured/joint assured is in default under the agreement specified at 1 above
- 4.2 To the order of a joint assured as loss payee specified at 1 above - on receipt of notice as at 4.1

**5 Relationship of *Insureds*\***

- 5.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds*\* will cease or be cancelled at the same time
- 5.2 *No insured*\* is insured for any liability to any other *insured*\*
- 5.3 *Insureds*\* are jointly and severally liable for amounts due to us
- 5.4 Receipt by one *insured*\* of a sum from us relieves us of liability to all *insureds*\*
- 5.5 Conduct of one *insured*\* disentitling it to recovery from us disentitles all other *insureds*\* in respect of the risk
- 5.6 A customer of one *insured*\* is deemed to be a customer of all *insureds*\*

- 5.7 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy*

**6 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**7 General Qualifications**

- 7.1 We are not bound to pay as specified at 4.2 until the expiration of the next two business days after receipt of the notice
- 7.2 The assured/loss payee will clearly identify the equipment/property/ship involved
- 7.3 If the claim results from an accident which also gives rise to other claims, any deductible or limit of liability will be apportioned pro rata

**8 Cesser**

Insurance of a joint assured will cease:

- 8.1 as specified in the Schedule (in respect of the equipment/property/ship or of the joint assured)
- 8.2 on expiry/termination of an agreement specified in the Schedule
- 8.3 on cancellation/cessation of the assured's insurance

**9 Notice to Joint Assured**

- 9.1 Notice to a joint assured will be served:
- by post/fax to the joint assured or its broker, at the address or fax number last recorded by the Managers
  - personally (on a director/officer in the case of a company)  
Notice will be deemed served:
    - if sent by post - on the third day after posting
    - if sent by fax - on the date of transmission
- 9.2 If we have undertaken to give notice regarding a similar matter to another loss payee or joint assured we may (but are not obliged to)

give notice to all loss payees/joint assureds within the longest period of notice required by the undertakings

## **10 Notice of Change**

We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:

- as specified at G3:9.3
- for war/strikes riots & terrorist risks

## **11 Notice of Cancellation**

If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured

## **ADDITIONAL INTERESTS**

### **J3 CONTRACTOR JOINT ASSURED CLAUSE**

#### **1 The Schedule identifies**

Joint assureds in respect of specified agreements under which they provide services

#### **2 A Joint Assured is insured for:**

Liabilities incurred in performing services specified at 1 above:

- arising from the fault or negligence of the assured or an operational joint assured
- to the extent that the assured is insured

#### **3 Relationship of *Insureds\****

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *Insureds\** are jointly and severally liable for amounts due to us
- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk

3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**

3.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**

3.7 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of third party at

G6:2 is modified to this extent

*\*insured is defined **for the purposes of this paragraph 3 only** as the assured and all joint assureds under the same policy*

#### **4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

#### **5 Cesser**

Insurance of a joint assured will cease:

5.1 as specified in the Schedule

5.2 on cessation of the assured's relevant insured services

5.3 on cancellation/cessation of the assured's insurance

### **ADDITIONAL INTERESTS**

#### **J4 SUPPLIER JOINT ASSURED CLAUSE**

##### **1 The Schedule identifies**

Joint assureds in respect of specified:

- equipment, land or premises - which the joint assured supplies for use in the assured's insured services
- agreements - under which the joint assured supplies the equipment, land or premises

##### **2 A Joint Assured is insured for:**

Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that the assured is insured

**3 Exclusions**

A joint assured is *not* insured under this clause for liabilities arising:

- 3.1 from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 3.2 solely by reason of the joint assured's own interest in the equipment, land or premises specified at 1 above

**4 Relationship of Insureds\***

- 4.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 4.2 *Insureds\** are jointly and severally liable for amounts due to us
- 4.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 4.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 4.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 4.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**
- 4.7 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of third party at G6:2 is modified to this extent  
*\*insured is defined for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy*

**5 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**6 Cesser**

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule
- 6.2 on cessation of the assured's relevant insured services

- 6.3 on expiry/termination of an agreement specified in the Schedule  
6.4 on cancellation/cessation of the assured's insurance

**ADDITIONAL INTERESTS**

**J5 CUSTOMER JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint assureds in respect of specified agreements - under which the assured or operational joint assureds perform insured services for the joint assureds

**2 A Joint Assured is insured for:**

Liabilities arising from the performance by the assured or an operational joint assured of services specified at 1 above:

- arising from fault or negligence of the assured or operational joint assured
- to the extent that the assured is insured

**3 Relationship of *Insureds\****

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *Insureds\** are jointly and severally liable for amounts due to us
- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**
- 3.7 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of third party at G6:2 is modified to this extent

*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cessation of the assured's relevant insured services
- 5.3 on cancellation/cessation of the assured's insurance
- 5.4 on expiry/termination of the agreement specified in the Schedule

**ADDITIONAL INTERESTS**

**J6 DIRECTORS & OFFICERS JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Directors & Officers Joint Assureds

**2 A Joint Assured is insured for:**

Liabilities arising from the assured's insured services - to the extent that the assured (or any joint assured) is insured for a claim directed against it

**3 Relationship of *Insureds*\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds*\* will cease or be cancelled at the same time
- 3.2 *No insured*\* is insured for any liability to any other *insured*\*
- 3.3 Receipt by one *insured*\* of a sum from us relieves us of liability to all *insureds*\*
- 3.4 Conduct of one *insured*\* disentitling it to recovery from us disentitles all other *insureds*\* in respect of the risk

3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**

3.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**

*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

#### **4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

#### **5 Separate Insurance**

Separate directors and officers insurance will be maintained for each joint assured, to the extent permitted by law. Insurance under this clause (J6) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

#### **6 Cesser**

Insurance of a joint assured will cease:

6.1 as specified in the Schedule

6.2 on cancellation/cessation of the assured's insurance

### **ADDITIONAL INTERESTS**

#### **J7 CONNECTED INTERESTS CLAUSE**

##### **1 The Schedule identifies**

Connected Interests

##### **2 The Assured is insured for:**

Claims enforced against connected interests specified at 1 above:

- arising from the assured's insured services
- to the extent that the assured (or any joint assured) is insured for a claim directed against it

**3 Separate Insurance**

Connected interests will insure their own operations. Insurance under this clause (J7) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

**4**

**Cesser**

4.1 Insurance under this clause will cease:

4.2 as specified in the Schedule on

4.3 cancellation/cessation of the assured's insurance on the connected interest ceasing

ADDITIONAL INTERESTS

**J8 CONNECTED INTERESTS JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Connected Interests Joint Assureds

**2 A Joint Assured is insured for:**

Claims enforced against the joint assured:

- arising from the assured's insured services
- to the extent that the assured (or any other joint assured) is insured for a claim directed against it

**3 Exclusions**

A joint assured is *not* insured under this clause for liabilities arising from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors

**4 Relationship of Insureds\***

4.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time

4.2 *No insured\** is insured for any liability to any other *insured\**

- 4.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 4.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 4.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 4.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy*

**5 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**6 Separate Insurance**

Joint assureds will insure their own operations. Insurance under this clause (J8) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

**7 Cesser**

Insurance of a joint assured will cease:

- 7.1 as specified in the Schedule
- 7.2 on cancellation/cessation of the assured's insurance
- 7.3 on the connected interest ceasing

**ADDITIONAL INTERESTS**

**J9 EQUIPMENT LESSEE JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint Assureds

**2 A Joint Assured is insured for:**

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

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *No insured\** is insured for any liability to any other *insured\**
- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 At the Directors' discretion, conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.6 Communication between us (or our representative) and the assured will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cancellation/cessation of the assured's insurance
- 5.3 on termination of the lease concerned

**ADDITIONAL INTERESTS**

**J10 OPERATIONAL JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Operational Joint Assureds

**2 A Joint Assured is insured for:**

Liabilities arising from the assured's insured services - for which the assured would be insured if it had itself incurred the liability

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *No insured\** is insured for any liability to any other *insured\**
- 3.3 *Insureds\** are jointly and severally liable for amounts due to us
- 3.4 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.5 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.6 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.7 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**

*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cancellation/cessation of the assured's insurance.

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**CARGO HANDLING FACILITY (CHF) COVER**

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**C1 CUSTOMER LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability for physical loss/damage of:

- 1.1 Cargo
- 1.2 Your customer's property including ships and aircraft and consequential loss arising from 1.1 and 1.2

**2 You are *not* insured under this Clause for liabilities under 1.1:**

- incurring under a provision in a contract with your customer that
- 2.1 you incur liability without your fault or negligence
- 2.2 to the extent that your liability is increased by a declaration of

value by your customer

- 2.3 arising from unexplained losses discovered on inventory/stocktaking
- 2.4 which are liquidated damages

### 3 Valuable Cargo

3.1 You are *only* insured for liabilities in respect of:

- bullion
- precious stones/precious jewellery/precious metal
- cash/securities
- valuable works of art
- thoroughbred horses
- computers/handheld electronic products/mobile telephones (and electric components of these) *if:*
  - 3.1.1 your customer did not inform you that you were handling valuable cargo as defined in this paragraph (3.1) *unless* you should with reasonable care have known this *or*
  - 3.1.2 you handle the cargo under your usual contract *and* you ensure that reasonable security measures are taken *and* your customer agrees that:
    - your customer's bill of lading\* gives you the benefit of provisions in it which exclude/limit liability *and*
    - your customer will indemnify you for any liability exceeding the lesser of:
      - your liability under your contract with your customer
      - the liability which you would have incurred if the scope of your customer's bill of lading\* had included your services and you could have relied on its provisions excluding/limiting liability

*\*or other contract of carriage*

- 3.2 Special limit (3.1): US\$1,000,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

**1 You are insured for:**

Your liability for:

- 1.1 Financial loss incurred by:
  - 1.1.1 your customer or
  - 1.1.2 the person entitled to delivery under a bill of lading or other contract of carriage or handling documentation arising from delivery of cargo contrary to your contractual obligations
- 1.2 Financial loss incurred by your customer arising from failure to perform your contractual obligations - but *not* for liabilities for financial loss arising from physical loss/damage of cargo or property
- 1.3 Delay in handling cargo or your customer's equipment, ships or aircraft

**2 You are *not* insured under this Clause for:**

Contractual liabilities to your customer for failing to provide your

- 2.1 insured services at/within an agreed time
- 2.2 Your own operational loss (unless in mitigation of a claim as specified at C5:1.1)

**3 Intentional or Reckless Conduct**

The Directors may reduce or reject a claim if it appears to them that you or your employee has acted (or failed to act) intentionally or recklessly. In exercising this discretion the Directors may, among other things, consider your corporate systems/procedures

**4 References to C1**

The following paragraphs of C1 also apply:

- 4.1 2.1 No fault liability
- 4.2 2.3 Inventory/stocktaking
- 4.3 2.4 Liquidated damages
- 4.4 3 Valuable cargoes

**5 Special Limit**

Special limit: US\$100,000

each accident and in the aggregate each account year - unless otherwise stated in your certificate

**C3 THIRD PARTY LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability:

- 1.1 For physical loss/damage of third party property
- 1.2 For death, injury or illness of any third party  
You are *not* insured for your liability to your employee except as stated at 3 below.  
You are not insured *in any case* as specified at 2.3
- 1.3\* To compensate a third party for *its* liability:
  - 1.3.1 for physical loss/damage of third party property
  - 1.3.2 for death or injury of any third party, *including* your employee
- 1.4\* To compensate:
  - 1.4.1 a third party for its own third party liabilities *if* your liability arises solely under a contract:
    - for lease/sale of equipment for use in your insured services or
    - with your subcontractor or joint service/venture partner  
*or*
  - 1.4.2 your subcontractor or joint service/venture partner for physical loss/damage to its own property *if* your liability arises solely under a contract with the subcontractor or joint service/venture partner
- 1.5 For consequential loss arising from 1.1-1.3 and 1.4.1  
*\*you are insured under 1.3 and 1.4 for your contractual liability only*

**2 You are *not* insured under this Clause for Liabilities:**

- 2.1 incurred under a provision in a contract that you incur liability without your fault or negligence
- 2.2 which are liquidated damages
- 2.3 *for* death, injury or illness of your employee which you incur as an employer
- 2.4 which would normally be insured under an Employers Liability insurance - *except* as specified at 1.4 or 3
- 2.5 *arising from* ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed
- 2.6 *arising from* an accident in USA/Canada involving your\* chassis/trailer for use on public roads
- 2.7 *in respect of* your\* equipment leased to someone else *other than* to your joint service/venture partner for use in the joint service
- 2.8 *in respect of* your handling equipment used with your consent by someone else
- 2.9 *in respect of* your\* carrying equipment *not* insured for loss or damage
- 2.10 *as* owner/lessee of land which is *not* an insured location
- 2.11 *arising from* erection or dismantling of insured handling equipment - *unless* for inspection, maintenance or repair (or relocation if not excluded under 2.12)
- 2.12 *arising from* relocation of insured handling equipment - *other than* within the same terminal, port or depot
- 2.13 *for* physical loss/damage of your customer's property and consequential loss arising from this
- 2.14 which are *contractual* liabilities to compensate someone else for physical loss/damage to your\* property  
*\*owned or leased*

### 3 Employees

The following are insured as specified at 1.2:

- The *assured* for liabilities directly to an employee of a joint assured and *conversely*
- A *joint assured* for liabilities directly to an employee of the assured or *another* joint assured

### 4 Transfer of Interest in Equipment under Contract of Sale

You are *only* insured for liabilities in respect of equipment after your interest in it has been transferred under a contract of sale *if*:

4.1 we insured it immediately before the transfer *and*

4.2 the contract of sale:

- provides that the equipment is sold "as is where is" *and*
- includes no warranty except that the equipment is as described and that the purchaser has quiet use *and*
- expressly excludes any other warranty, including fitness of use and merchantability

*and*

4.3 the accident occurs during your period of insurance. The date of the accident for these purposes is the date of the loss/damage (or death, injury or illness) - not the date of sale

### 5 Limit of Liability

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

**6 Special Limits**

Special limit: US\$1,000,000 - each accident and in the aggregate each account year - unless otherwise stated in your certificate applies to claims:

- 6.1 under 1.3.2 & 3 above (and consequential loss arising from these claims under 1.5)
- 6.2 in USA arising from host liquor

**STANDARD RISKS**

**C4 FINES & DUTY CLAUSE**

**1 You are insured for:**

*The following arising from a breach of regulations specified at 1.2:*

- 1.1 1.1.1 Your liability for:
  - Fines and other penalties
  - Duty and sales/excise tax and similar fiscal charges imposed on you (or anyone acting for you) by an authority and which would not have been payable except for the breach of regulations specified at 1.2
- 1.1.2 Confiscation by an authority of property including your insured equipment
- 1.2 *The regulations referred to at 1.1 relate to:*
  - 1.2.1 import/export and carriage of cargo or your customer's equipment
  - 1.2.2 immigration
  - 1.2.3 safety at work
  - 1.2.4 security/anti-terrorism
  - 1.2.5 pollution
- 2 **You are *not* insured under this Clause for Liabilities:**

*in respect of regulations relating to tariffs, competition or*

- 2.1 regulation of companies
- 2.2 *arising from ownership, lease or operation by you/your employee of a road vehicle which is required to be licensed*
- 2.3 *in respect of your owned/leased carrying equipment not insured for loss/damage*
- 2.4 *for liability/confiscation arising from your making your customs bond/guarantee available to another operator - *unless* this arises from:*
  - assistance which the operator provides to you in your insured services or
  - insured services which you provide to the operator

**3 *Joint Service/Venture Partner***

You are also insured for your liability to compensate your joint service/venture partner for its liability as specified at 1 above which arises from your failure to perform your contractual obligations

**4 *Road Carriage***

The Directors may reduce or reject a claim for breach of regulations concerning weight of cargo or carrying equipment on a public road if it appears to them that you or your employee have acted (or failed to act) intentionally or recklessly

**5 *Illegality***

If insurance for any of the matters specified at 1 above is held to be illegal, this will apply only to the matters concerned and will not affect other insurance under this clause or elsewhere in your policy

**6 Special Limits**

- 6.1 Special limit: US\$1,000,000\* - claims under 1.2.5
- 6.2 Special limit: US\$100,000\* - for liability/confiscation arising from your customer's failure to pay properly assessed duty/tax - either to an authority or to you  
*\*each accident and in the aggregate each account year - unless otherwise stated in your certificate*

**STANDARD RISKS**

**C5 COSTS CLAUSE**

**1 You are insured for:**

The following costs:

- 1.1 **Mitigation**  
Costs of minimising a claim under your policy
- 1.2 **Investigation & Defence**  
Costs arising from investigating an accident which may give rise to a claim under this cover and protecting your interests in relation to it (including legal and survey fees) - including the costs of recovering a debt if payment is withheld solely because of a claim under this cover
- 1.3 **Disposal**  
Costs, additional to costs which you would have incurred in any event, of disposing of cargo, insured equipment/property or your customer's property - *except* a ship/aircraft (or wreck) - after an accident to it
- 1.4 **Quarantine & Disinfection** (including fumigation) - other than in the normal course of business

**2 Approval/Agreement**

You are *only* insured if:

- 2.1 The Managers have agreed to the costs *or*
- 2.2 The Directors decide that the costs were properly incurred

**3 Limits**

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

- 1.1-1.2: as for the claim being investigated/defended, or mitigated, and costs will be included in this claim for this purpose
- 1.3-1.4: your general limit

**4 Deductibles**

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

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

**STANDARD RISKS**

**C6 HANDLING EQUIPMENT CLAUSE**

**1 You are insured for:**

**Physical loss/damage of insured handling equipment arising**

**1.1 from:**

- any accidental cause - including mechanical/electrical breakdown *or* malfunction
- strikes riots & terrorist risks - subject to 4 and 8 below

**1.2 Per diem lease charges**

incurred when re-delivery to the lessor of your insured leased handling equipment is:

- prevented because the equipment is a total loss *or* • delayed because you are obliged to repair it as a result of an insured risk *unless* the equipment is leased to you subject to a purchase option exercisable by you or for your benefit
- Special limit (1.2): maximum of charges which you incur for 30 days from and including the original redelivery date - unless another period is specified in your certificate

**2 You are *not* insured under this Clause:**

**2.1\*** For costs of remedying/repairing:

2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a claim is excluded under this paragraph (2.1.1)

2.1.2 wear and tear

2.1.3 mechanical/electrical breakdown or malfunction of: • communications equipment, alarm systems or external computers

- equipment with market value less than US\$75,000

**2.2\*** For loss/damage arising from:

2.2.1 inherent vice or latent defect

2.2.2 subsidence *unless* this is sudden, unintended and unexpected

2.2.3 computer, data processing or program error/breakdown

*\*2.1-2.2 are limited to the equipment (or part of the equipment) immediately affected*

**2.3** For loss/damage arising from:

2.3.1 mysterious disappearance (and loss discovered on inventory) - of spare parts, accessories, plant, tools or materials for maintenance/repair of equipment

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- 2.3.2 nationalisation, embargo, quarantine, requisition or compulsory purchase by an authority
- 2.3.3 overload\*
- 2.3.4 tests under abnormal conditions\*
- 2.3.5 any modification - *unless* agreed by:
  - the manufacturer *or*
  - an authority *or*
  - a surveyor approved by the Managers
- 2.3.6 erection or dismantling of equipment - *unless* for inspection, maintenance or repair (or relocation if not excluded under 2.3.7)
- 2.3.7 relocation of equipment - *other than* within the same terminal, port or depot
  - \* *unless to comply with regulations*
- 2.4 For loss/damage or costs, fines (and other penalties):
  - 2.4.1 arising from the enforcement of any regulation concerning the use, reconstruction, repair or demolition of insured equipment
  - 2.4.2 imposed on you by an authority *other than* loss/damage by an authority during a fire, not caused (wholly/partly) by war risks, for the sole purpose of retarding the fire
- 2.5 For loss/damage arising from cessation/fluctuation/insufficiency of water, gas or electricity supplies
- 2.6 For loss/damage:
  - 2.6.1 *of an* expendable/replaceable part - unless arising from loss/damage to the equipment which is external to the part
  - 2.6.2 *while* the equipment is leased to, or used with your consent by, someone else
  - 2.6.3 *after* the equipment has been requisitioned
  - 2.6.4 *after* you cease to have an interest in the equipment
- 2.7 For war risks
- 2.8 For cessation of work

**3 Declaration**

- 3.1 You may add additional items subject to notifying us within 28 days of acquisition, and terms to be agreed
- 3.2 You will not reduce the insured value of any item during your account year
- 3.3 You will give us immediate notice of any change in location/working conditions which may increase the risk of a claim. If we do not agree to the increased risk, we will not be liable for resulting claims
- 3.4 A statement of value in your certificate reflects information which you have provided and is not binding on us for the purposes of 5.5

**4 SRT (Strikes Riots & Terrorist) Risks**

- 4.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 4.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 4.3 Insurance for SRT risks will automatically terminate on:
  - 4.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 4.3.2 war (declared or not) between permanent members of the UN Security Council

**5 Amounts Recoverable from us - Damage**

- 5.1 We will at our option:
  - 5.1.1 replace what is damaged with equipment of the nearest (but no worse) age, type or condition *or*
  - 5.1.2 pay reasonable repair costs - not exceeding the insured value - including reasonable costs of your own labour and materials, not exceeding the market cost
- 5.2 We will deduct:

- the value of any part that can be used again
- costs of any other work done in conjunction with the repair

5.3 We will not be responsible for the cost of temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair

5.4 You may commence permanent repairs immediately after notifying the Managers - provided you keep any damaged part for our inspection

5.5 If the insured value is also the *new replacement value* we will pay as at 5.15.3 without deduction for average. If the insured value is less than the *new replacement value* we will pay:

- cost of materials (including duties and taxes) - reduced by the percentage by which the insured value is less than the *new replacement value*
- freight charges and labour costs - without deduction for average

## **6 Amounts Recoverable from us - Total Loss**

6.1 *Actual total loss (ATL)*

We pay the insured value

6.2 *Constructive total loss (CTL)*

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

6.3 *Leased equipment*

Our payment will not exceed the lesser of:

- the amount you are obliged to pay under the lease
- the insured value

## **7 Market/Indemnity Value**

7.1 If no insured value has been agreed - substitute *market value* for insured value in 5-6 above

7.2 If the equipment is over five years old - substitute indemnity value for *insured value* in 5-6 above. *Five years old* means *handed over by*

*the manufacturer five years before the start of the account year in which the accident occurs*

**8 Definition of Accident**

- 8.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event
- 8.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):
- storm
  - earthquake/volcanic eruption
  - strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
- 8.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
- no two periods overlap *and*
  - no period commences before your first recorded individual loss in that event during the period of your insurance
- 8.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the insured equipment and its receding, regardless of the time involved *except* that no *accident* will be deemed to:
- start before your first recorded individual loss in that accident occurring during the period of your insurance or
  - extend beyond 30 days after you cease to be insured
- 8.5 The definition of *accident* at G6:2 does not apply to this clause

**STANDARD RISKS**

**C7 DISCRETIONARY INSURANCE CLAUSE**

**1 You are insured as follows:**

In addition to insurance under other clauses the Directors may in their discretion decide that we will reimburse you for risks incurred:

- 1.1 incidental to insured services
- 1.2 in case of interference by an international organisation or authority, which the Directors consider is unwarranted or requires investigation
- 1.3 where the Directors by special direction consider this in our interests, or those of our members

## **ADDITIONAL RISKS**

### **C8 PROPERTY: PHYSICAL LOSS & DAMAGE CLAUSE**

#### **1 You are insured for:**

Direct physical loss/damage of insured property as specified below from any accidental cause:

- 1.1 Buildings and infrastructure
- 1.2 Plant, machinery, fixtures and fittings

#### **2 You are *not* insured under this Clause for:**

- 2.1\* Loss/damage arising from:
  - 2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a

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claim is excluded under this paragraph (2.1.1) - *other than* loss/damage which directly arises from fire/explosion arising from this

2.1.2 the following in respect of equipment which you own or operate:

- mechanical/electrical breakdown or malfunction
- implosion/explosion of boilers or pressure/vacuum vessels
- operation of relief valves or safety devices

2.1.3 insects/vermin

2.1.4 inherent vice or latent defect

2.1.5 atmospheric conditions (dampness, dryness, extremes/changes of temperature), condensation or fog/smog

2.2\* The following:

2.2.1 wear and tear

2.2.2 rot, spoilage, decay, decomposition or leakage

2.2.3 microorganisms

2.2.4 normal settling, shrinking or expansion in buildings, structures or foundations

2.2.5 subsidence *unless* this is sudden, unintended and

unexpected 2.2.6 computer, data processing or program error/breakdown \*2.1-2.2 are limited to the property (or part of the property) immediately affected

2.3 War risks

2.4 Cessation of work

2.5 Loss/damage arising from nationalisation, embargo, quarantine, requisition, compulsory purchase or any order of an authority, depriving you of the use or value of insured property

2.6 Loss/damage or costs, fines (and other penalties):

2.6.1 arising from the enforcement of any regulation concerning the use, reconstruction, repair or demolition of insured property

2.6.2 imposed on you by an authority *other than* loss/damage by an authority during a fire, not caused (wholly/partly) by war risks, for the sole purpose of retarding the fire

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- 2.7 Loss/damage arising from backing up of sewers/drains or seepage of any substance
- 2.8 Mysterious disappearance (and loss discovered on inventory)
- 2.9 Theft, fraud, wrongful conversion or abstraction by you\*, your employee or your bailee\* *whether or not:*
  - in collusion with others
  - in the course of your/his/her duties*\*including any associate or officer*
- 2.10 Loss/damage arising from the insolvency (or financial impairment) of anyone to whom your property is entrusted
- 2.11 Loss/damage arising from renovating, repairing or working on insured property - unless the loss/damage is caused by fire or explosion which directly arises from renovating, repairing or working on insured property
- 2.12 Loss/damage to electronic recordings arising from electrical/magnetic interference - *other than* by lightning
- 2.13 Loss/damage arising from cessation/fluctuation/insufficiency of water, gas or electricity supplies
- 2.14 Loss/damage to personal property arising from:
  - shrinkage, evaporation, loss of weight or leakage
  - marring, scratching, exposure to light or change in colour/texture/flavour *unless* caused directly by fire or combating fire
- 2.15 The following property:
  - 2.15.1 land - defined here as including land values, soil, earth, spoil, unmined minerals, open pits/pitwalls and roadways - and including land on which insured property is situated. The definition of land at G6:2 does *not* apply to this paragraph (2.15.1)
  - 2.15.2 naturally occurring substances including water *unless* contained in plumbing or firefighting installations
  - 2.15.3 shafts, mines, tunnels, wells, ponds, earth dams, dikes, embankments and earthen structures
  - 2.15.4 driveways, pavements, kerbs and culverts
  - 2.15.5 buildings/structures:
    - under construction (and materials/supplies for them)

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- vacant or inoperative for more than 30 days (and property inside them)
  - 2.15.6 power transmission/feeder lines not on your premises
  - 2.15.7 signs of all types, including ornamentation and lettering
  - 2.15.8 awnings and glass
  - 2.15.9 property in transit
  - 2.15.10 property which you have sold (or over which you have a charge) after it leaves your/your employee's custody
  - 2.15.11 cash/securities and valuable papers
  - 2.15.12 aircraft, ships, road vehicles and railway locomotives/rolling stock
  - 2.15.13 animals, plants and other living things
  - 2.15.14 precious jewellery, precious stones, furs and garments
  - 2.15.15 cargo
- 2.16 The following loss/damage in the countries specified below:
  - 2.16.1 *France: Catastrophes Naturelles*  
Declared a natural disaster and published in the Official Journal of the French Republic
  - 2.16.2 *Germany: Sturmflut*  
Flooding of dry land by storm driven waves on coastal areas into bays or inland waters connected to the ocean or sea
  - 2.16.3 *Netherlands: Flood Exclusion*  
Arising from damage/overflowing of dams, dikes, floodgates, and other similar works, whether or not the resulting flood is due to an accident covered by your insurance
  - 2.16.4 *South Africa: SASRIA/Namibia: NASRIA*  
Arising directly/indirectly from an from an accident for which a fund has been established under the War Damage Insurance and Compensation Act (No. 85 of 1976), commonly known as the SASRIA or NASRIA Pool
  - 2.16.5 *Spain: Consorcio de Compensacion de Seguros & Calamidad Nacional*  
Arising from an accident declared within the *Consorcio* or leading to the declaration of a *Calamidad*

### **3 Valuation**

Property will be valued for the purposes of:

- the insured value according to your declaration
- your recovery from us in the event of a claim (which will not exceed the insured value)

3.1 Third party property the amount for which you are liable, not exceeding the indemnity value

3.2 Tenants improvements/betterments  
the indemnity value if you make the improvement/betterment (you are not insured in the case of improvement/betterment by others for your use)

3.3 Film, tape, disc and electronic recording/storage media •  
if electronic data is restored/replaced  
the cost of restoring/replacing the media to its condition before the loss/damage, including recreating/ assembling data, subject to a limit per accident of US\$50,000 (unless otherwise stated in your certificate)

- if electronic data is not (or cannot be) restored/replaced  
not exceeding the cost of the media in unexposed or blank form

3.4 Documents other than as at 3.3  
not exceeding the cost of blank material plus labour costs of restoration, transcription and copying

3.5 All other property  
the indemnity value

### **4 Amounts Recoverable from us - Damage**

- 4.1 Subject to 6 below, we will at our option:
- 4.1.1 replace what is damaged with property of the nearest (but no worse) age, type or condition *or*
  - 4.1.2 pay reasonable repair costs - not exceeding the insured value - including reasonable costs of your own labour and materials, not exceeding the market cost

4.2 We will deduct:

- the value of any part or item that can be used again
- costs of any other work done in conjunction with the repair

4.3 We will not be responsible for the cost of temporary repairs, or for damage arising from use of equipment in a state of temporary repair, unless we have approved the temporary repair

## **5 Amounts Recoverable from us - Total Loss**

5.1 *Actual total loss (ATL)*

We will pay the value:

- at the time of the accident
- calculated as at 3 above
- not exceeding the insured value
- subject to 6 below

5.2 *Constructive total loss (CTL)*

If the reasonable costs of repair of damage sustained in one accident, calculated as at 4 above, are estimated to exceed the insured value, we will pay as at 5.1, less any salvage value

## **6 Average**

If the actual value of property at the time of an accident is greater than the value declared as at 3 above, we will pay the cost of loss/damage reduced by the percentage by which the declared value of the property is less than the actual value. This paragraph (6) applies:

- *only* if the declared value is less than 80% of the actual value of the property
- separately to each item of property

## **7 Public Authorities**

7.1 You are insured for the additional cost of reinstatement of lost/damaged property solely to comply with a regulation, *excluding*:

- 7.1.1 Loss/damage which occurred before the commencement of your insurance
  - 7.1.2 Loss/damage in respect of which notice was served on you before the loss/damage occurred
  - 7.1.3 Loss/damage in respect of undamaged property (or part of property) *other than* foundations (unless foundations are excluded elsewhere under your policy)
  - 7.1.4 Rates, taxes, duties, charges and assessments arising from capital appreciation arising from compliance with the regulation
  - 7.2 The reinstatement must be completed with reasonable despatch, and in any case within twelve months from the loss/damage, unless the Managers otherwise agree
- 8 Definition of Accident**
- 8.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event.
  - 8.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):
    - storm
    - earthquake/volcanic eruption
    - strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
  - 8.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
    - no two periods overlap *and*
    - no period commences before your first recorded individual loss in that event during the period of your insurance
  - 8.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the insured property and its receding, regardless of the time involved *except* that no *accident* will be deemed to:

- start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
  - extend beyond 30 days after you cease to be insured
- 8.5 The definition of *accident* at G6:2 does not apply to this clause

**9 SRT (Strikes Riots & Terrorist) Risks**

- 9.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 9.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 9.3 Insurance for SRT risks will automatically terminate on:
- 9.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 9.3.2 war (declared or not) between permanent members of the UN Security Council

**10 Debris Removal Costs**

- 10.1 You are insured for the following costs in respect of insured property damaged as specified at 1 above:
- 10.1.1 debris removal from the site of the property, or immediately adjacent to it
  - 10.1.2 dismantling/demolishing the property
  - 10.1.3 shoring/propping up the property
  - 10.1.4 clearing drains/sewers
- 10.2 You are *not* insured under this paragraph 10 for costs arising from pollution/contamination
- 10.3 You are *not* insured under any other provision in your insurance for costs specified at 10.1 above
- 10.4 You are *only* insured for costs specified at 10.1 above if:
- 10.4.1 The Managers have agreed to the costs *or*
  - 10.4.2 The Directors decide that the costs were properly incurred

**ADDITIONAL RISKS**

**C9 BUSINESS INTERRUPTION (EXCEPT BERTH) CLAUSE**

**1 You are insured for:**

The following arising from an accident as defined at 1.2 (and 6.1):

1.1 1.1.1 **Loss of Profits** meaning here loss of *revenue* during the *indemnity period* less:

- savings from reduction in necessary expenses\* during the *indemnity period*
- revenue from re-located operations\*
- taxes saved in consequence of loss of revenue
- reduction of loss which would have been made possible by complete/partial resumption of operation of the equipment/property

*\*as a result of the accident*

1.1.2 **Increased Cost of Working**

meaning here additional costs during the *indemnity period* solely to avoid/minimise loss of *revenue*:

- *not exceeding* the potential loss being avoided/minimised
  - *excluding* costs in extinguishing a fire
- 1.1.3 **Costs** of investigating an accident which may give rise to a claim under this clause and protecting your interests in relation to it (including legal and survey fees) - but *only* if:
- the Managers have agreed to the costs *or*
  - the Directors decide that the costs were properly incurred

1.2 *Accident* as at 1.1 means, subject to 6.1, an accident which results in a claim for loss/damage of your insured handling equipment/property, which we accept, or which we would have accepted except for the applicable deductible *and* which results in your (wholly/partly) being unable to provide your insured services

**2 You are *not* insured under this Clause for:**

- 2.1 Your liability for sales tax
- 2.2 War risks

2.3 Cessation of work

- 2.4 Risks arising\* from subsidence *unless* this is sudden, unintended and unexpected
- 2.5 Risks arising\* from faulty repairs - the burden of proof on you if there is a dispute on this point
- 2.6 Increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order *unless* arising directly from insured business interruption and then only to the extent that this affects gross earnings during the *indemnity period*

2.7 Increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of insured equipment/property 2.8 Loss of market \**directly/indirectly*

**3 Definitions**

- 3.1 *Revenue* means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.2 *Indemnity period* means here:
- 3.2.1 the period reasonably necessary to repair, rebuild or replace the lost/damaged equipment/property, not exceeding 12 months from the date of the accident - unless otherwise stated in your certificate (subject to 3.2.2)
- 3.2.2 in the case of loss/damage of media/records for electronic data processing or electronically controlled equipment, and data on these, the *indemnity period* will not exceed the greater of:
- 30 consecutive days or the time reasonably necessary to reproduce the data from duplicates/originals - whichever is the less
  - the time reasonably required to rebuild, repair or replace any other lost/damaged insured equipment/property - not exceeding 12 months

**4 Loss Prevention**

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

**5 On Account Payment**

- 5.1 We may at your request make payments on account during the *indemnity period* provided you produce sufficient evidence to allow us to estimate your loss
- 5.2 You will immediately repay to us payments on account if, for any reason, you have been overpaid or the claim turns out to be invalid

**6 References to C6/C8**

- 6.1 The definition of *Accident* at C6:8\* applies also to this Clause
- 6.2 The provisions concerning SRT risks at C6:4\* apply also to this Clause  
*\*or C8:8/C8:9 if the accident as specified at 1.2 above results in a claim to insured property*

**7 Limits**

- 7.1 Special limit: US\$50,000  
each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 7.2 Without prejudice to G1:6, your total claim will not exceed any general or special limit which applies, regardless of the number of locations affected by business interruption arising from one accident

## ADDITIONAL RISKS

### C10 BUSINESS INTERRUPTION (BERTH) CLAUSE

#### 1 You are insured for:

The following arising from an accident as defined at 1.2 (and 6

#### 1.1 below):

1.1.1 **Loss of Profits** meaning here loss of *revenue* during the *indemnity period less*:

- savings from reduction in necessary expenses\* during the *indemnity period*
- revenue from re-located operations\*
- taxes saved in consequence of loss of revenue
- reduction of loss which would have been made possible by complete/partial resumption of operation of the berth

*\*as a result of the accident*

#### 1.1.2 **Increased Cost of Working**

meaning here additional costs during the *indemnity period* solely to avoid/minimise loss of *revenue*:

- *not exceeding* the potential loss being avoided/minimised
- *excluding* costs in extinguishing a fire

1.1.3 **Costs** of investigating an accident which may give rise to a claim under this clause and protecting your interests in relation to it (including legal and survey fees) - but *only* if:

- the Managers have agreed to the costs *or*
- the Directors decide that the costs were properly incurred

#### 1.2 *Accident* as at 1.1 means, subject to 6 below, an accident which

results in blockage of insured berth which has caused: •

sinking/stranding of a ship at the berth *or* • inability of ships to gain access to it *and* which results in your being unable (wholly/partly) to provide insured services

#### 2 You are *not* insured under this Clause for:

2.1 Your liability for sales tax

2.2 War risks

2.3 Cessation of work

- 2.4 Risks arising\* from subsidence *unless* this is sudden, unintended and unexpected
- 2.5 Risks arising\* from faulty repairs - the burden of proof on you if there is a dispute on this point
- 2.6 Increases in loss arising from suspension, lapse or cancellation of a lease, licence, contract or order *unless* arising directly from insured business interruption and then only to the extent that this affects gross earnings during the *indemnity period*
- 2.7 Increases in loss arising from enforcement of a regulation relating to the use, reconstruction, repair or damage of the berth
- 2.8 Loss of market
- 2.9 Risks arising from nationalisation, requisition or compulsory purchase by an authority - of the berth or access to it  
*\*directly/indirectly*

**3** ***Definitions***

- 3.1 *Revenue* means monies which you receive for providing insured services. We will take account of the previous experience of your operations and probable future experience if no loss/damage had occurred
- 3.2 *Indemnity period* means here the period during which revenue is affected, not exceeding 12 months from the date of the accident - unless otherwise stated in your certificate

**4** ***Loss Prevention***

- 4.1 You will give us immediate notice of:
- any change to a reserve berth or other factor, which existed at the start of the insurance, and which could have reduced the risk of a claim under this clause
  - any alteration to a berth or its access which could increase the risk of a claim under this clause
- If we do not agree to the change in risk, we will not be liable for claims caused or increased by it

- 4.2 You will take all reasonable steps to:
- prevent accidents
  - maintain any insured berth and its access in good working order
  - comply with regulations
- 4.3 You will allow us to examine an insured berth and its access at any reasonable time
- 4.4 We may give notice that your insurance is suspended until you comply with our reasonable requirements for safe operation

## **5 On Account Payment**

- 5.1 We may at your request make payments on account during the *indemnity period* provided you produce sufficient evidence to allow us to estimate your loss
- 5.2 You will immediately repay to us payments on account if, for any reason, you have been overpaid or the claim turns out to be invalid

## **6 Definition of Accident**

- 6.1 For the purposes of this clause, *accident* means all individual losses or damage arising out of or directly occasioned by one event.
- 6.2 The extent of an accident is limited to 72 consecutive hours if the cause of the insured loss/damage is one of the following (or if an accident includes one or more individual losses or damage arising from one of the following):
- storm
  - earthquake/volcanic eruption
  - strikes riots & terrorist risks (in this case the accident is also limited to one city, town or village)
- 6.3 You may choose the date and time when the period of 72 hours commences and if any event lasts longer than 72 hours you may divide it into two *accidents* provided:
- no two periods overlap
  - no period commences before your first recorded individual loss in that event during the period of your insurance

- 6.4 In the case of flood, *accident* means loss/damage, wherever occurring, arising between the movement of water into or over the berth and its receding, regardless of the time involved *except* that no *accident* will be deemed to:
- start before your first recorded individual loss in that accident occurring during the period of your insurance *or*
  - extend beyond 30 days after you cease to be insured
- 6.5 The definition of *accident* at G6:2 does not apply to this clause

## **7 SRT (Strikes Riots & Terrorist) Risks**

- 7.1 You are not insured for SRT risks arising from war (including civil war, revolution, rebellion, insurrection and hostile act by/against a belligerent power)
- 7.2 The Managers may terminate your insurance for SRT risks on seven days notice - taking effect at 2400 GMT on the seventh day after issue of the notice
- 7.3 Insurance for SRT risks will automatically terminate on:
- 7.3.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
  - 7.3.2 war (declared or not) between permanent members of the UN Security Council

## **8 Limits**

- 8.1 Special limit: US\$50,000  
each accident and in the aggregate each account year - unless otherwise stated in your certificate
- 8.2 Without prejudice to G1:6, your total claim will not exceed any general or special limit which applies, regardless of the number of locations affected by business interruption arising from one accident

**ADDITIONAL RISKS**

**C11 CARRYING EQUIPMENT CLAUSE**

**1 You are insured for:**

- 1.1 Physical loss/damage of insured carrying equipment arising from:
- any accidental cause
  - war/strikes riots & terrorist risks\*
- 1.2 Your liability for general average and salvage contributions in respect of insured carrying equipment (including war/strikes riots & terrorist risks\*)

*\*subject to 5 below*

**2 You are *not* insured under this Clause:**

For costs of remedying/repairing:

- 2.1 2.1.1 defects in design/manufacture - or for loss/damage to property or equipment arising from the replacement, repair or rectification of property/equipment in respect of which a claim is excluded under this paragraph (2.1.1)
- 2.1.2 wear and tear
- 2.1.3 mechanical/electrical breakdown or malfunction
- 2.2 For loss/damage arising from:
- 2.2.1 mysterious disappearance (and loss discovered on inventory)
- 2.2.2 order of any authority
- 2.2.3 nationalisation, embargo, requisition or compulsory purchase by an authority
- 2.3 For loss/damage to lights, winding handles, tyres/wheels of a chassis/trailer unless due to loss of the chassis/trailer or to an accident also damaging another part of the chassis/trailer
- 2.4 For risks:
- 2.4.1 while the equipment is leased to someone else
- 2.4.2 after the equipment has been requisitioned
- 2.4.3 after you cease to have an interest in the equipment

- 2.5 For loss/damage - except actual total loss - to equipment valued as at 6 below at less than:
- US\$5000: reefer/tank container or trailer; rail wagon
  - US\$3000: trailer
  - US\$1000: all other carrying equipment

### **3 Declaration**

- 3.1 You will show in your declaration the number of items - and aggregate insured value on the adjustment date - of each type of carrying equipment
- 3.2 You will not reduce the insured value of any item during your account year

### **4 Container Stowage & Securing System**

The Directors may reduce or reject a claim arising from container stowage on a ship which you own or charter *to the extent that* the claim is incurred or increased by:

- 4.1 your failure to adhere to the relevant provisions of the SOLAS Convention, IMDG Code or any other IMO Code *or*
- 4.2 a stowage/securing system which is deficient *unless* the system:
- complies with classification society recommendations *or*
  - has been approved by an organisation approved by the Managers *or* you have taken other reasonable measures to ensure the system was appropriate

### **5 War/SRT(Strikes Riots & Terrorist) Risks**

#### 5.1 CTL (Constructive Total Loss)

If you are deprived by capture or seizure\* of possession of equipment for a continuous period of 12 months, it will be regarded as a constructive total loss for the purposes of your insurance for war/SRT risks at the date this period commenced - *provided that* the equipment:

- was insured for war/SRT risks *on that date and*

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- had not already become a total loss as a result of an insured risk *at some time during the period*
- 5.2 You are not insured *for war risks* arising from:
- 5.2.1 hostile detonation of a nuclear weapon
  - 5.2.2 war (declared or not) between permanent members of the UN Security Council
  - 5.2.3 capture or seizure\* by an authority of your country
  - 5.2.4 seizure\* under *any* customs or quarantine regulation
  - 5.2.5 ordinary judicial process, failure to pay a fine/penalty or provide security or any financial cause
- 5.3 You are not insured *for war or SRT risks* if your equipment is in:
- Afghanistan • Israel & the Palestinian Authority
  - Algeria • Lebanon
  - Angola (including Cabinda) • Libya (incl Gulf of Sidre/Sirte)
  - Armenia • Oman
  - Azerbaijan • Pakistan
  - Chechnya • Sierra Leone
  - Congo • Somalia
  - Democratic Republic of Congo • Sri Lanka
  - Egypt • Sudan
  - Eritrea • Syria
  - Georgia • Tajikistan
  - Indonesia • Turkmenistan
  - Iran • Uzbekistan
  - Iraq • Yemen (entire territory)
  - Persian/Arabian Gulf (and adjacent waters including the Gulf of Oman North of 24°N)
  - Gulf of Aqaba and the Red Sea
  - Territorial waters of the countries and areas listed above
- 5.4 Subject to 5.3, if the equipment is not on board an oversea ship or aircraft when the loss/damage occurs you are insured for war risks only up to a limit of US\$50,000 - each accident and in the aggregate each account year

- 5.5 The Managers may terminate your insurance for war/SRT risks on seven days notice, taking effect at 2400 GMT on the seventh day after issue of the notice
- 5.6 Insurance for war/SRT risks will automatically terminate on:
- 5.6.1 hostile detonation of a nuclear weapon (*anywhere* - whether your equipment is involved or not)
- 5.6.2 war as at 5.2.2
- \*seizure here includes arrest, restraint, detainment, confiscation or expropriation*

## 6 Amounts Recoverable

Amounts recoverable from us will not exceed:

- 6.1 *Owned equipment: Loss:* insured value at time of loss - or market value if no insured value
- 6.2 *Damage:* reasonable repair costs\* - not exceeding  
**insured value at the time of the damage -**  
or market value if no insured value
- 6.3 *Leased equipment: Loss:* amount payable under lease - or market value if no amount specified
- 6.4 *Damage:* reasonable repair costs\* - not exceeding amount payable under lease
- \*may include reasonable cost of your own labour and materials (not exceeding the market cost)*

## 7 Constructive Total Loss (CTL)

If the reasonable costs of repair of damage sustained in one accident are estimated to exceed the applicable amount specified at 6 above, we will pay this amount as a CTL, less any salvage value

## 8 Interest in Ship/Aircraft

G1:10 does not apply to this clause

**ADDITIONAL RISKS**

**C12 N AMERICAN CHASSIS LIABILITIES CLAUSE**

**1 You are insured for:**

***The following liabilities arising out of an accident in USA/Canada and involving a chassis or trailer for use on public roads which you own or lease***

1.1 Your *non-contractual* liability for:

1.1.1 Physical loss/damage of third party property

1.1.2 Death injury or illness of any third party

1.2 Your *contractual* liability to:

1.2.1 compensate a third party for its own third party liabilities *if* your liability arises solely under a contract:

- for lease/sale of equipment for use in your insured services or
- with your subcontractor/joint service partner or
- pertaining to chassis pooling

1.2.2 compensate your subcontractor/joint service partner for physical loss/damage to its own property *if* your liability arises solely under a contract with the subcontractor/joint service partner

1.3 Your liability for consequential loss arising from 1.1 and 1.2.2

**2 You are *not* insured under this Clause for Liabilities:**

2.1 *for* death, injury or illness of your employee, or spouse, child, parent or sibling of your employee - or *contractual* liability to compensate anyone in respect of this

2.2 *arising from* ownership, lease or operation by you (or your employee) of a road vehicle which is required to be licensed

2.3 *arising from* an accident involving a chassis/trailer attached to a licensed vehicle which you (or your employee) own, lease or operate

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- 2.4 *in respect of your equipment leased to someone else *other than*:*
- to your joint service partner for use in the joint service *or*
  - while interchanged to a motor carrier or used in a chassis pool in which you participate
- 2.5 *in respect of your handling equipment used with your consent by someone else*
- 2.6 *in respect of a chassis/trailer *not* insured for loss/damage*
- 2.7 *incurred *after* you cease to have an interest in the chassis/trailer. The date of the accident for the purposes of your insurance is the date of the loss/damage (or death injury or illness) - not the date on which your interest ceases*
- 2.8 *which are *contractual* liabilities to compensate someone else for physical loss/damage to your owned/leased property*
- 2.9 *arising from handling of cargo:*
- *before* you accept cargo for movement on to the insured chassis/trailer
  - *after* you move cargo from the insured chassis/trailer to the place where you finally deliver it
- 2.10 *arising from your product or any part of your product*
- 2.11 *arising from your work, after that work has been completed or abandoned. For the purposes of this paragraph (2.11) your work includes manufacture and remanufacture of chassis/trailers but excludes maintenance or repair of chassis/trailers by you or on your behalf*
- 2.12 *arising from:*
- transportation of pollutants as waste
  - release of gases, fumes or vapours within a building from materials brought there in connection with operations performed by you or on your behalf
  - investigation, clean up or removal of pollution
- This paragraph (2.12) will prevail in case of inconsistency with G1:9.2-9.3
- 2.13 *to the extent that they are incurred/increased by your agreeing to hold harmless a transporter of chassis/trailers*
- 2.14 *arising from loss/damage or death, injury or illness which:*
- 2.14.1 you intend or expect (without prejudice to G1:9.8)

2.14.2 results from movement of property by a mechanical device (other than a hand truck) unless the device is attached to an insured chassis/trailer

2.15 *for war risks*

2.16 *arising from* the conduct of any current or past partnership or joint venture not specified as an assured under this clause in your certificate

### **3** *Scope of Insurance*

3.1 You are only insured to the extent that liabilities are *not* insured under other insurances available to you and *other parties* besides the *domestic policy*

3.2 You will use your best endeavours to recover losses, and claim indemnity from *other parties* (and their insurers)

3.3 This insurance:

3.3.1 does not insure *other parties*

3.3.2 is in excess of any sums recoverable from *other parties* (or their insurers)

3.3.3 is not automobile or excess automobile liability insurance

3.4 *Other parties* means parties other than you involved in the accident, and any owner, lessor, lessee, operator or user of the chassis/trailer (or motor vehicle towing it)

### **4** *Domestic Policy*

4.1 On your request we will provide you with a certificate of insurance evidencing a policy issued by an approved insurer in USA/Canada, insuring your liability as specified at 1 above (a *domestic policy*)

4.2 The *domestic policy* is subject to its terms, to a special limit of US\$ 10,000,000 each accident, *unless* a lower limit is specified in your certificate, and to a *retained amount* of US\$ 200,000 each accident

4.3 The limits at 4.2 are *not* in addition to your limit with us. The total of your limits under the domestic policy and under your insurance with us will therefore not exceed your limit for claims under this clause

- 4.4 You will be a joint assured together with us under the *domestic policy* but will not:
- be responsible for payment of premium to the domestic underwriter
  - exercise any right to cancel the policy
  - be responsible for the *retained amount* unless otherwise stated in your certificate

**5 *Limit of Liability***

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

- 6 *Uniform Intermodal Interchange & Facilities Access Agreement*** It is a condition precedent that the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) of 15 September 2000, or other similar equipment interchange or lease agreement which the Managers have approved, remain in effect and in good standing at all times during your period of insurance

**ADDITIONAL RISKS**

**C13 SHIP REPAIRERS LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability for negligence as shiprepairer for physical loss/damage of:

1.1 Ships:

1.1.1 *in your possession/control:*

for the purpose of being worked on *including*

- while shifting/moving within the limits of a port where the work is being done
- during trial trips within 100 miles of the port

1.1.2 *not in your possession/control:* on which you are working *except ships* at sea unless on trial trips

1.2 Property on or discharged from ships as defined at 1.1

1.3 Machinery/equipment removed from a ship and in your possession/control for the purpose of being worked on, including transit to/from manufacturers' or specialist repairers' premises

1.4 Third party property - arising from your operations

1.5 Your liability in negligence as shiprepairer for wreck removal

**2 You are *not* insured under this Clause for Liabilities:**

2.1 *in respect of* property which you own, use, lease, possess or control - *except* as specified at 1.1-1.3 above

2.2 *which are* collision liability, towers liability or liability arising from the navigation of a ship operated by you or your affiliate/subsidiary

2.3 *in respect of* a ship which you accept solely to be stored

2.4 *in respect of* a new ship which you are building

2.5 *under* a penalty clause or for detention, demurrage or any consequential loss (including loss of time, freight, charter or market)

2.6 *arising from* ownership, lease or operation by you/your employee of:

- a road vehicle which is required to be licensed
- any other vehicle outside your premises

2.7 *arising from* original faulty design of any part

2.8 *in respect of* work which entails a change in dimension, tonnage or type of a ship - *unless* the Managers agree in advance

2.9 *arising\* from* war/strikes riots & terrorist risks

2.10 *arising\* from* destruction/damage of property by order of any authority

2.11 *assumed under* contract or in excess of your liability in the absence of a contract \**directly/indirectly*

**3**

**Discovery and Notification**

You are *only* insured in respect of loss/damage discovered and notified to the Managers within six months of:

- delivery to the owners
- your completion of the work whichever occurs first. This paragraph will prevail in case of inconsistency with G2:1

**4**

**4.1 Pollution**

Without prejudice to G1:9.2.1-3, you are *only* insured for risks arising from pollution if you aware of it within 72 hours of its commencement. G1:9.2.4 does not apply to this clause

**4.2**

You are *not* insured for the following in respect of pollution:

4.2.1 Fines/penalties

4.2.2 Costs of monitoring/controlling seepage or contamination

4.2.3 Costs of cleaning up or nullifying pollution on property which you own, lease, rent or control

**5**

**Oil and Gas**

5.1 You are not insured for liabilities: in respect of an oil tank ship, or any ship previously engaged in carrying explosives or inflammable gases/liquids

5.2 arising from work on/near:

- a fuel tank or pipeline of an oil burning ship or
- a bunker space of a coal burning ship *unless* applicable regulations are complied with. If an authority does not require a gas free certificate this will be obtained from a chemist approved by a Lloyds agent before commencement of work

**6**

**Records of Gross Revenue**

You will keep a record of gross revenue and make this available to

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the Managers on request

ADDITIONAL RISKS

#### **C14 MARINA OPERATORS LIABILITIES CLAUSE**

**1 You are insured for:**

Your liability for loss/damage of private pleasure watercraft and their motors, belonging to third parties, while in your possession/control for the purpose of:

- repairs, alteration or maintenance

- storage
- mooring at slips, spaces or buoys which you rent
- hauling out or launching
- fuelling and miscellaneous servicing

## 2 **You are *not* insured under this Clause for Liabilities:**

*for death or injury*

- 2.1 *assumed under* contract or in extension of your liability in the absence of
- 2.2 a contract
- 2.3 *arising from* exceeding the registered/rated lifting capacity of any lift device, marine railway or drydock
- 2.4 *arising from* infidelity/dishonesty of yourself or of your subcontractor or employee
- 2.5 *for loss/damage* of property held for sale
- 2.6 *for loss/damage* of property which you use for rental or chartering *for*
- 2.7 rectifying faulty workmanship, materials or design
- 2.8 *arising from* war/strikes riots & terrorist risks *including* action by any authority (de jure/de facto) or military force against an actual, impending or expected attack

## 3 **Insured Locations**

You are *only* insured in respect of operations at premises listed in your Insured Locations Schedule *including*:

- adjacent moorings
- shifting/moving by land or water within 25 miles of the premises in connection with your insured services

## 4 **Records of Gross Revenue**

You will keep a record of gross revenue *and*

- make it available to the Managers on request
- report it to the Managers annually within 15 days after the review date

## 5 **Discovery of Loss**

You are *only* insured in respect of damage to property specified at 1 above occurring while it is in your possession/control if the damage is

discovered by the owner within 60 days of delivery to the owner

ADDITIONAL RISKS

**C15 ADVICE & INFORMATION CLAUSE**

**1 You are insured for:**

Your liability for financial loss:

- incurred by someone engaging you as a supplier of advice/information on services of the same type as insured services *and*
- as a result of your negligence in providing the advice/information

**2 You are *not* insured under this Clause for Liabilities:**

incurred in the provision of training

**3 *Insurance under other Clauses***

You are not insured under any other clause in this cover for your liability specified at 1 above

**4 Special Limit**

Special limit: US\$500,000  
each accident and in the aggregate each account year - unless otherwise  
stated in your certificate

**ADDITIONAL RISKS**

**C16 PERSONAL RIGHTS CLAUSE**

**1 You are insured for:**

Your liability for:

- 1.1 **Malicious prosecution, false arrest, detention and imprisonment**
  - 1.2 **Defamation** - *but not if the defamation:*
    - 1.2.1 was made before your insurance started - or a similar  
defamation was made before your insurance started
    - 1.2.2 concerns any organisation/business and was made by you (*or*  
on your order *or* by or on the order of your executive  
officer) knowing it to be false
    - 1.2.3 was made during or relates to your advertising/broadcasting  
activities
  - 1.3 **Wrongful entry/eviction**  
or other invasion of rights of private occupancy
- 2 You are *not* insured under this Clause for Liabilities:**  
arising from wilful violation of a penal law/regulation - by you or
- 2.1 with your knowledge (*or* by or with the knowledge of your  
executive officer)
  - 2.2 to a person and relating to your employment of that person -  
directly or indirectly
  - 2.3 arising under a contract

**3 Special Limit**

Special limit: US\$1,000,000  
each accident and in the aggregate each account year - unless otherwise

stated in your certificate

## ADDITIONAL RISKS

### C17 PROPERTY: FIRE LEGAL LIABILITY CLAUSE

#### 1 You are insured for:

Your liability for physical destruction/damage by fire of buildings:

- leased to you *and*
- used by you in your insured services

#### 2 You are *not* insured under this Clause:

- Where you have a contractual obligation to insure the buildings
- 2.1 against fire For risks which are insured under any other insurance
- 2.2 you may have *or* which would have been insured except for an exclusion/qualification. You are also not insured for any reduction in the amount recoverable from that insurance because of:
- a deductible or limit of liability
  - the existence of our insurance (directly or indirectly)

#### Contractual Liabilities

- 3 You are only insured for contractual liabilities *to the extent that* your liability does *not* exceed what it would have been without the contract

#### 4 Special Limit

Special limit: US\$500,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

## ADDITIONAL RISKS

### C18 PROPERTY: TENANTS LEGAL LIABILITY CLAUSE

#### 1 You are insured for:

Your liability for physical destruction/damage of buildings:

- leased to you *and*
- used by you in your insured services

**2 You are *not* insured under this Clause:**

- 2.1 Where you have a contractual obligation to insure the buildings against the risk giving rise to your claim
- 2.2 For risks which are insured under any other insurance you may have or which would have been insured except for an exclusion/qualification. You are also not insured for any reduction in the amount recoverable from that insurance because of:
- a deductible or limit of liability
  - the existence of our insurance (directly or indirectly)

**3 Contractual Liabilities**

You are only insured for contractual liabilities *to the extent that* your liability does *not* exceed what it would have been without the contract

**4 Special Limit**

Special limit: US\$500,000 each accident and in the aggregate each account year - unless otherwise stated in your certificate

GENERAL PROVISIONS

**G1 GENERAL EXCLUSIONS & QUALIFICATIONS CLAUSE**

G1 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED

**1 *Period of Insurance***

You are only insured for insured risks arising from accidents which occur during your insurance with us

## **2 Indemnity Insurance**

- 2.1 Unless the Directors decide otherwise, it is a condition precedent that we pay you only after:
  - 2.1.1 the loss of your owned insured equipment/property or
  - 2.1.2 you have spent money - for example: by paying a claim for which you are liable, repairing your insured equipment/property or paying under a lease in respect of loss/damage of equipment
- 2.2 The Managers may, at their discretion, reimburse the costs of reasonable repair in cases where your owned damaged insured equipment/property is not repaired

## **3 Overlapping Risks & Insured Services**

- 3.1 Where a risk appears to be insured under more than one paragraph, it will be insured only under, and in accordance with, the paragraph which relates most directly to it
- 3.2 An *express* exclusion or qualification of a risk in one paragraph in your policy (whether or not by Additional Term & Condition) will override an inclusion or reference elsewhere in your policy
- 3.3 If a service is specifically excluded in your policy you are not insured for risks arising from it - even if these risks also arise in the course of your insured services

## **4 Insurance Terms**

A term in your certificate which varies your policy will be subject to all other terms in your policy, except to the extent that it specifically varies them

## **5 Deductibles**

- 5.1 *Special* deductibles apply to risks under specified clauses, paragraphs or insured services  
*General* deductibles apply to all other risks under the cover specified  
All deductibles are specified in your certificate

- 5.2 Except as specified at 5.3-5.4, if there is more than one deductible for claims arising from the same accident only the highest one will apply
- 5.3 In the case of two or more of the following types of claim arising from the same accident:
- handling equipment *and/or* property loss/damage
  - business interruption
  - any other claim
- a separate deductible will apply to each type of claim. (The highest deductible will apply, as at 5.2, if there is more than one for any type of claim)
- 5.4 In the case of claims under more than one cover:  
a separate deductible will apply to each cover

## **6 *Limits of Liability (except Terrorism)***

- 6.1 *Special* limits apply to risks under specified clauses, paragraphs or insured services  
*General* limits apply to all other risks under the cover specified  
Limits are specified in your certificate
- 6.2 Your General Limit is US\$1,000,000 each accident unless otherwise specified in your certificate
- 6.3 Total reimbursement in respect of one accident is subject to the provisions of your policy. Notwithstanding these provisions, total reimbursement will not exceed US\$50 million *unless* this paragraph (6.3) is specifically deleted in your certificate
- 6.4 Total reimbursement in respect of risks arising from:
- 6.4.1 one accident *or*
  - 6.4.2 a series of accidents arising from a cause or series of causes which are repeated, intermittent or continuous
- will not exceed the limits specified at 6.2
- 6.5 Where there are risks under different provisions in your policy, including under different covers/clauses/paragraphs, arising from the same accident:
- 6.5.1 *If limits are specified separately for any of the risks:*

- each limit will apply to the part(s) of the claim for which it is specified
- the total claim (including any part(s) to which separately specified limits already apply as above) will not exceed the highest of the separately specified limits. Unless the claim is subject to an aggregate

**or combined aggregate limit, this will be a combined single limit**

6.5.2 *If the risks are under different covers:* a separate limit will apply to each cover

6.5.3 *In any case:*

the total claim will not exceed the applicable limit shown in your certificate

- 6.6 If there are aggregate special limits under a clause and under a *paragraph* within the clause, claims under the *paragraph* will:
- count towards the limit under the clause *and*
  - not exceed the *lesser* of the unexhausted limit against:
    - the clause *or*
    - the paragraph
- 6.7 Limits are applied collectively to the assured and any joint assureds
- 6.8 Unless this paragraph (6.8) is specifically deleted in your certificate, claims for loss/damage of property/handling equipment and business interruption arising from:
- earthquake or volcanic eruption
  - storm • flood within zones identified in the risk mapping model will be subject to the lesser of:
    - any general/special limit stated elsewhere in your policy as applying to the claim
    - a special limit of US\$5 million each accident

## **7 Limits of Liability (Terrorism)**

- 7.1 Subject to 7.2, a special limit each accident applies to claims for loss/damage to property/handling equipment and business interruption arising from terrorism as follows:
- *If a special limit for terrorism is specified in your certificate* the specified limit applies, subject to a maximum limit of US\$10 million
  - *If no special limit for terrorism is specified in your certificate* a limit of US\$1,000,000 applies
- 7.2 If a claim is subject to the US Terrorism Risk Insurance Act 2002 (TRIA), the Australian Commonwealth Terrorism Insurance Act 2003 (TIA) or similar legislation in other jurisdictions, 7.1 will be disregarded for the purposes of specifying the general/special limit which applies to it. But any part of the claim which would *not* have been reimbursed if 7.1 *had* applied to it, will be insured on TRIA/TIA\* terms. This is subject to any special limit which is specifically stated in your certificate as applying to TRIA/TIA\* claims  
*\*or other similar legislation*
- 7.3 A special limit applies as follows:
- 7.3.1 A special limit of Sterling £100,000 each accident per terrorism class applies to claims:
- for loss/damage to property/handling equipment and business interruption in the United Kingdom (excluding Northern Ireland, Channel Islands and Isle of Man) *and*
  - arising from fire/explosion arising (directly/indirectly) from terrorism
- 7.3.2 If there are:
- risks not included in a terrorism class and
  - risks included in a terrorism class  
arising from the same accident, any limits applied under this paragraph will be ignored for the purposes of calculating limits applying to risks not included in a terrorism class
- 7.3.3 This paragraph (7.3) will prevail in the case of inconsistency with 6 above or 7.1

- 7.4 If a limit lower than the limit stated at 7.1/7.3.1 is stated elsewhere in your policy in respect of a claim arising from a risk specified at 7.1/7.3.1, the lower limit will apply to the claim

**8 Reduction of Claims**

Claims will be reduced by:

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

**9 General Exclusions**

You are not insured for risks arising from:

**9.1 Radioactive/nuclear risks**

**9.2 Pollution unless:**

- 9.2.1 the accident occurred within your period of insurance  
and 9.2.2 the claim is made against you within one year from the accident and  
9.2.3 the pollution is sudden, unintended and unexpected and  
9.2.4 you are aware of it within one week of the first occurrence  
- unless arising from cargo not in your possession

- 9.3 **Landfill, operation/use of dump site or disposal of waste** which you perform or permit *other than* carriage, handling or storage of cargo prior to its disposal as waste

- 9.4 **Dredging operations** (while being performed) or dumping of spoil

**9.5 *Your failure to pay your debts\****

**9.6 *Your insolvency\****

- 9.7 **Your involvement in illegal trade** - about which you knew or reasonably should have known  
9.8 **Your intentional/reckless conduct** (to the extent that the likelihood of your incurring a risk is increased by this)  
9.9 **Punitive, exemplary or multiple damages** - against you or anyone for whose conduct you are liable

9.10 ***Your waiving your rights of recourse\****

9.11 **Your management/operation of an airport** - or area/building where aircraft land or manoeuvre or are housed, maintained or repaired

9.12 **Asbestos**

9.13 ***Any chemical, biological, bio-chemical or electromagnetic weapon*** 9.14 ***Use of any computer, program, virus, or any other electronic system/process as a means of inflicting harm***

*\*or to the extent that a claim is increased by this*

**10 Interest in Ship/Aircraft**

10.1 You are not insured for risks:

- arising from your interest in a ship/aircraft *and*
- arising from its management, navigation or operation

10.2 You have an interest if you:

10.2.1 own or operate the ship/aircraft

10.2.2 charter the ship except under a slot or space charter

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

- You contract with the ship operator on terms which are no more adverse than Hague-Visby Rules or any compulsorily applicable transport law or convention *and*
- You are not liable to the ship owner, lessee or operator, or performing carrier, for risks arising from the management, navigation or operation of the ship *and*
- You are not responsible for loading the ship

10.2.4 charter the aircraft *unless*:

- You do not manage, navigate or operate the aircraft *and*
- You are not liable to the aircraft owner, lessee or operator for risks arising from the management, navigation or operation of the aircraft *and*

- You contract with the aircraft operator on terms which are no more adverse than the Warsaw Convention or any compulsorily applicable transport law or convention *and*
- You are not responsible for loading the aircraft

## 11 Loss Prevention

### 11.1 You will:

- 11.1.1 allow us to inspect your insured equipment/property
- 11.1.2 comply with regulations applying to your insured equipment
- 11.1.3 not habitually or intentionally overload your insured equipment - except for inspection/testing
- 11.1.4 comply with regulations, and industry/national standards, relating to vertical tandem lifts
- 11.1.5 maintain in good order, and use as appropriate, any protection provided for your insured equipment/property
- 11.1.6 take all reasonable steps to avoid or reduce risks of a claim under your equipment/property clauses
- 11.1.7 comply with regulations relating to dangerous goods
- 11.1.8 comply with regulations, and industry/national standards, relating to safety, security/anti-terrorism and people smuggling
- 11.1.9 allow us to inspect your operations
- 11.1.10 allow us to have copies of your contracts
- 11.1.11 comply with our reasonable requirement to implement loss prevention measures
- 11.1.12 maintain a tracking system allowing the location of insured equipment to be ascertained at any time

### 11.2 If you do not comply as at 11.1:

- 11.2.1 we may inform you, with at least 30 days notice, that your insurance is wholly or partly suspended until you do
- 11.2.2 the Directors may reduce or reject a claim which they consider results wholly or partly from the failure to comply

**12 Double Insurance**

If you are insured by us and by another insurer for the same risk, we will exclude any claim to the extent that it is recoverable from the other insurer, or would be recoverable except for a double insurance exclusion

**13 Benefit of the Insurance**

It is not the intention to confer any benefit of this insurance on any third party not specifically identified in the certificate

**14 Northern Ireland**

You are not insured for loss/damage to property/handling equipment or for business interruption in Northern Ireland arising (directly or indirectly) from civil commotion or terrorism

**15 Abandonment**

There will be no abandonment to us of any property

**16 Fraudulent Claims**

If you, or anyone acting on your behalf, makes a claim or seeks to obtain any benefit under your insurance which you know, or should have known, is in any respect fraudulent we may cancel all your insurances immediately. This cancellation will have the effect stated at G3:17

**17 Paperless Trading**

You are insured, subject to all other terms of your policy, for risks arising from your participation in the Bolero system, and in any other system of paperless trading/documentation approved by the Managers

**18 Currency**

If we pay a claim in a currency other than the Member currency, limits of liability and deductibles will be converted from the Member currency at the rate prevailing:

- 18.1 in respect of liability claims, on the date on which you paid the claim
- 18.2 in respect of equipment/property claims, on the date of loss

**19 English Language**

If we issue a version of any part of your policy in a language other than English, this is for guidance only. The English version will take precedence in the event of any dispute or possible inconsistency

**GENERAL PROVISIONS**

**G2 CLAIMS CLAUSE**

G2 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED

**1 Notification**

- 1.1 You will notify the Managers as at 1.2, and as directed in your certificate, of any accident likely to lead to a claim under your insurance *and* any claim made against you for which you are (or may be) insured
- 1.2 Notification as at 1.1 will be immediate and in *any case* by the earliest of the following:
  - 1.2.1 in time for appropriate investigation, defence or mitigation -  
for example: by survey
  - 1.2.2 before terms are agreed for your next account year
  - 1.2.3 three months after any accident or claim specified at 1.1

**2 Obligation of Member**

In the event of an accident/claim specified at 1 above you will:

- 2.1 take all reasonable measures to avoid/minimise the risk
- 2.2 give prompt notice to a third party who may be responsible

- 2.3 take all reasonable measures to obtain maximum recovery from a third party as at 2.2 and avoid time bars. You will fail to comply with this paragraph (2.3) if you fail to take measures because of the possibility of a claim/counterclaim by the third party against you arising from the same accident, *if* we are prejudiced by this
- 2.4 cooperate with the Managers:
  - 2.4.1 in the exercise of the powers specified at 7 below
  - 2.4.2 by promptly providing information/documentation and facilitating surveys
  - 2.4.3 by complying with their request to establish whether a claim arises from terrorism
- 2.5 *not* admit liability or settle a claim without the Managers' prior agreement

### **3 *Presentation of Claims***

- Claims for reimbursement from us must be presented within one year from:
- 3.1 Claims for loss of equipment/property: Date of loss as at G1:2.1.1
  - 3.2 Other claims eg liability or repair of equipment: Date of payment as at

**G1:2.1.2**

### **4 *Proof of Loss***

- If you make a claim, you will if the Managers require:
- 4.1 provide signed and sworn proof of your payment or loss as specified at 1 above
  - 4.2 submit to examination on oath

### **5 *Directors Discretion***

The Directors may reduce or reject your claim if you fail to comply with 1-4 above - and in that event you will return to us sums already reimbursed (unless the Directors decide otherwise)

**6** ***Distribution of Third Party Recoveries***

- Amounts recovered from third parties in respect of a claim will be credited to us to the full extent of the amounts which we have paid out  
(including costs of making the recovery)
- Any balance will be credited to you to the extent of amounts which you have incurred (for example: deductibles)
- Any excess will be distributed equitably between you and us - taking into account amounts paid/incurred and the relevant dates

**7** ***Powers of the Managers***

The Managers may:

- 7.1 direct the conduct of any claim or proceedings relating to a risk for which you are or may be insured
- 7.2 settle, compromise or dispose of the claim/proceedings as at 7.1 as they see fit
- 7.3 at any time appoint - and discontinue the appointment of - lawyers, surveyors and others on your behalf, in connection with a matter which may result in a claim
- 7.4 require from persons appointed as at 7.3 relevant advice, documents and information in their control:
  - at any time - whether or not the appointment has been discontinued
  - as if the persons were appointed to act and at all times had acted on *our* behalf
  - notwithstanding legal or other privilege

**8** ***Death, Injury & Illness***

1-7 above apply also to claims for death, injury and illness for which you would/might have been insured except for a deductible

**GENERAL PROVISIONS**

**G3 POLICY CONDITIONS CLAUSE**

G3 APPLIES TO YOUR ENTIRE POLICY – UNLESS OTHERWISE STATED

**1 Material Information**

It is a condition precedent that you will:

- 1.1 provide full and accurate information in response to the Managers' request
  - in connection with your application for insurance, or at any other time
- 1.2 provide the Managers with all material information
  - 1.2.1 when you apply for insurance
  - 1.2.2 when an amendment to the terms of insurance is sought
  - 1.2.3 when the policy is reviewed - whether or not changes to the policy are agreed
  - 1.2.4 promptly at any other time during the period of your insurance

**2 Powers**

- 2.1 If you fail to comply with 1 above we may:
  - 2.1.1 avoid the insurance
  - 2.1.2 reject a claim which relates to circumstances which should have been disclosed or which is the subject of misleading/inaccurate information
- 2.2 If the Directors consider that information specified at 1 above adversely affects the nature of the risk under your insurance we may inform you, with at least 30 days notice, that you will cease to be insured

**3     *Audit***

- 3.1 We may examine your books and records at any time during your insurance, and for three years afterwards, as far as they relate to your insurance (without prejudice to G1:11)
- 3.2 If you fail to cooperate with the Managers as at 3.1 we may avoid the insurance

**4     *Surveys***

The Managers may require a survey of your premises, operations, equipment or insured ships at any reasonable time, whether before or after your insurance has commenced. If:

- you fail to comply with this requirement *or*
- the results of the survey are, in the opinion of the Managers, unsatisfactory *or*
- you fail to comply with the Managers' recommendations following a survey within a reasonable time

we may inform you, with at least 30 days notice, that you will cease to be insured

**5     *Confirmation of Insurance***

If the assured requests us to confirm insurance to someone else, our confirmation:

- is only for information
- confers no rights on the person to whom we make it
- does not extend or amend the insurance

**6     *The Assured and Joint Assureds***

- 6.1 There is only one assured under each policy - designated in the certificate. Anyone else insured under the same policy is a joint assured
- 6.2 An applicant for joint assurance:
  - 6.2.1 will comply fully with 1.1 - in case of failure to do this we may avoid the insurance of the assured and all joint assureds

6.2.2 is deemed to have appointed the assured (or applicant for insurance) as its agent, with whom we can deal exclusively

6.3 If the Managers agree to joint assurance:

6.3.1 the insurance will be subject to all the provisions of the assured's insurance - and to terms relating to the joint assurance

6.3.2 the joint assured is insured only for risks arising out of the assured's insured services and for which the assured would itself have been insured

## **7 Assignment**

7.1 You will not assign your insurance (or any interest under it) unless and to the extent that the Managers agree

7.2 Any purported assignment without the Managers' agreement (or not complying with any terms which the Managers require) will be void

7.3 We may, in settling a claim presented by the assignee, retain an amount which the Managers estimate as sufficient to discharge the assignor's liabilities to us which:

- are in existence at the time of the assignment *or*
- have arisen later *or*
- are thought likely to arise later

We may do this whether or not it is stipulated as a term of the Managers' agreement to the assignment

## **8 Continuous Contract**

Every insurance is a continuous contract and terms continue unchanged from one year to the next - *unless* otherwise agreed, and subject to 9-11 and 16-17 below

- This is not affected by the issue of subsequent policies
- Policies apply from 0000 GMT on the commencement date specified in the certificate - unless another time is specified

**9 Notice**

- 9.1 Not later than one month in advance the Managers may give the assured - or the assured may give the Managers - notice that on the review date:
- 9.1.1 a change in terms may be required or
  - 9.1.2 the insurance will cease
- 9.2 If notice is given as at 9.1.1 and no change is agreed by the review date:
- 9.2.1 the Managers may agree a *continuation period* - subject to agreed terms
  - 9.2.2 changes agreed during the *continuation period* will apply retrospectively from the review date - or as otherwise agreed
- 9.3 Your insurance will cease automatically:
- 9.3.1 on the review date if no change or *continuation period* is agreed
  - 9.3.2 on expiry of a *continuation period* if no change is agreed
- 9.4 The Directors may give you notice that your insurance will cease - taking effect not less than 30 days from the date on which the notice is given

**10 Cesser of Insurance**

You immediately cease to be insured on:

- 10.1 your winding up/bankruptcy
- 10.2 termination of your insured services
- 10.3 your ceasing to have an insurable interest in the subject matter of the insurance
- 10.4 your death or insanity - in the case of an individual

**11 Effect of Cesser**

- 11.1 If you cease to be insured as specified at the following paragraphs of this Clause (G3): 9.3, 9.4 or 10 - *unless* 16-17 below apply:
- 11.1.1 you remain liable for amounts due from you to us - whether levied before or after cessation

11.1.2 we remain liable for claims arising from accidents on or before the date of cessation

11.2 If premium is a lump sum or deposit subject to a minimum *and* you cease to be insured as specified at 9.3 or 10.1 you will pay the lump sum or minimum premium in full - if already paid no part will be repayable

11.3 otherwise than as at 11.2 - premium will be calculated pro-rata up to cessation

## **12 ~~Mutual Premium~~**

~~The price for your insurance is a mutual premium – unless the Managers agree that it will be a fixed premium, or a combination of the two~~

-

## **13 Calculation of Premium**

13.1 Premium may be:

- a lump sum
- a deposit - which may be subject to a minimum and adjusted by an adjustment rate
- determined by applying an adjustment rate
- any combination of the above

13.2 If premium is calculated by applying an adjustment rate you will provide the Managers with a declaration within 28 days after the adjustment date, to allow the premium to be calculated

## **14 Interest**

We may charge you interest on amounts due not received by the due date.

The rate is determined by the Directors in accordance with para 4.2

Part E Section 1 of the Bye-Laws

**15 Claims Held**

If we do not receive an amount due from you in due time we may withhold any payments due from us to you until the amount is received

**16 Cancellation**

16.1 If we do not receive an amount due or declaration from you in due time the Managers may (in addition to our rights specified at 14-15 above) give notice requiring you to pay (or make the declaration) by a specified date within not less than seven days from the date the notice is served

16.2 If we do not receive full payment (or the declaration) by the date specified at 16.1, all your insurances are cancelled immediately and without further formality

16.3 If the insurance has previously ceased under 9 or 10 above, this paragraph (16) and 17 below will supersede 11 above

16.4 If at the time your insurance ceases as specified at 10.1 we have not received any due payment or declaration, the insurance will be cancelled without notice or formality - but the Directors may decide to reinstate it on terms as they think fit

**17 Effect of Cancellation**

17.1 In the event of cancellation as at 16 above or as at G1:16, you remain liable for amounts due from you to us - whether levied before or after cessation

17.1.1 If premium is a lump sum or deposit subject to a minimum - you will pay the lump sum or minimum premium in full - if already paid no part will be repayable

17.1.2 Otherwise than at 17.1.1 - premium will be calculated pro-rata up to cancellation

17.2 We cease to be liable for claims unpaid at the date of cancellation *whether:*

- the claim arises before the date of cancellation - *or* after it

- the claim arises during the account year in which the insurance is cancelled - *or* in any other year
- we have admitted responsibility or appointed a lawyer, surveyor etc - *or* not

17.3 The Directors may admit claims excluded as at 17.2 on terms as they think fit

17.4 If we receive the amount (or declaration) after cancellation, the Managers may reinstate the insurance - but you will not be insured, unless the Directors decide otherwise, for claims arising out of accidents occurring between the dates of cancellation and reinstatement

## **18 Set Off**

18.1 No set off will be taken into account in assessing amounts due from you to us - including set off arising from winding up or bankruptcy - even if set off has been allowed in the past

18.2 We may set off any amounts due from you to us against amounts due from us to you - without prejudice to any other provision in your insurance

## **19 Claims for Amounts Due**

You will claim (in writing) amounts due to you from us (including repayment of premium) within six months from the end of the account year to which the credit relates - otherwise your claim is absolutely barred

## **20 Directors & Managers Discretion**

The Directors and Managers may exercise, or refrain from exercising, any power or duty under the policy or Bye-Laws in their absolute discretion

**21 Brokers**

Your insurance broker:

- is your agent, not ours
- has no authority to issue or confirm policies on our behalf to anyone

**22 Service of Notices**

22.1 We will serve notices required by your insurance in accordance with the Bye-Laws Part F:

- by post/fax to the assured or its broker, at the address or fax number

last recorded by the Managers

- personally (on a director/officer in the case of a company)

Notice will be deemed served:

- If sent by post - on the third day after posting, subject to 22.2
- If sent by fax - on the date of transmission

22.2 A notice terminating insurance for war/strikes riots & terrorist risks will be deemed served on the day it is posted, collected by courier or sent by fax

**23 Law & Jurisdiction**

23.1 Our insurance, and any other contract between you and us, is subject to English law. Every insurance which we provide and the rights and obligations of you (or anyone else) and us arising out of or in connection with the insurance is subject to and will be construed in accordance with English law

23.2 All disputes between you (or anyone else, including your broker) and us relating to the insurance (or application for or offer of insurance) or contract will be referred to London arbitration in accordance with the Arbitration Act 1996 and any statutory modification or re-enactment. If the parties are unable to agree on a sole arbitrator within 21 days of the first party giving notice of a dispute and calling for the appointment of an arbitrator, then the

Chairman of the General Council of the Bar of England and Wales will appoint a sole arbitrator. The submission to arbitration and all proceedings in connection with it will be subject to English law

23.3 In respect of disputes as at 23.2:

- No other action or legal proceedings will be maintained against us unless and until the dispute has been referred to arbitration and the award has been published and become final
- Our sole obligation is to pay any sum as directed by the final arbitration award

23.4 23.1-23.3 also apply to disputes involving:

- the Managers
- anyone acting on our, or the Managers', behalf
- your broker

## GENERAL PROVISIONS

### G4 INSURED SERVICES CLAUSE

#### **1 Insured Services**

1.1 You may be insured for your liability arising from any service:

- listed in this clause *and* specified in your certificate. If a service listed in this clause is *not* specified in your certificate, you are not insured for liabilities in respect of it
- *not* listed in this clause, which is specified in your certificate

1.2 You are also insured for the following to the extent that they are solely in support of your insured services:

1.2.1 administration and sales/marketing activities

1.2.2 facilities for visitors at your insured location

This paragraph (1.2) is subject to any exclusion in your policy relating to liabilities to your employee

**2 Transport Operator Cover**

You may be insured, subject to 1 above, for your liability arising from any of the following services provided directly or through your subcontractor. You are in any case insured for transit storage and incidental handling

2.1 *Transport Operator Services*

Air charterer      Rail operator  
Barge operator    Ship operator (short sea)  
Cargo broker      Slot/space charterer  
FDA Agent        Stack train operator  
Freight forwarder      Tank operator  
Haulage operator                      Truck broker  
NVOC

2.2 Warehouse operator - see 9 below

2.3 Customs (house) broker or customs carrier

**3 Cargo Handling Facility and Operational Port Authority Cover**

including North American Port Authorities

You may be insured, subject to 1 above, for your liability arising from any of the following services:

- provided directly or through your subcontractor *and*
- in respect of premises included in your Insured Locations Schedule

3.1 *Operational facilities*

Air freight terminal                      Intermodal rail depot  
Bonded area/customs warehouse      Marine terminal  
Container freight station              Storage/repair depot  
Inland container depot  
Leasing company depot for containers/trailers

3.2 *Traffic handled*

Cars(accompanied on ferries)      Fruit/meat/fish(non-containerised)  
Cars (new)                              General cargo (breakbulk)  
Containers                              Livestock  
Cruise/liner passengers              Oil/gas/hazardous liquids  
Dry bulk                                  Trailers/other ro-ro cargoes  
Ferry passengers

Wet bulk (other than oil/gas/hazardous liquids)

3.3 *Other activities*

Advice and information	New car preparation
Chassis pool	Reefer container pre-trip inspection
Fumigation/coloration of cargo	Ships' Agency
<u>Freight forwarder</u>	Social Club
Garbage collection	Stevedoring: at your terminal
Haulage operator	Stevedoring: <i>not</i> at your terminal
Lighterage	Tank container repair/cleaning

Minor maintenance/repair

Local collection/delivery of cargo from/to your premises  
Provision/installation/maintenance for your customer of computer hardware/software

3.4 *Warehouse Operator*

see 9 below

3.5 You are only insured for liabilities arising from ship repair or marina operations as follows:

- *Ship repair*: if Clause C13 (or N13/P13) applies to your insurance
- *Marina*: if Clause C14 (or N14/P14) applies to your insurance

**4 Landlord Port Authority Cover**

including North American Port Authorities

4.1 *Port traffic*

You may be insured\* for your liability as landlord port authority in respect of any of the following - or for any of the warehouse operator services specified at 8 below:

Cars(accompanied on ferries)	Fruit/meat/fish(non-containerised)
Cars (new)	General cargo (breakbulk)
Containers	Livestock
Cruise/liner passengers	Oil/gas/hazardous liquids
Dry bulk	Trailers/other ro-ro cargoes
Ferry passengers	
Wet bulk (other than oil/gas/hazardous liquids)	

4.2 *Port activities/facilities (1)*

You may be insured\* for your liability arising from any of the following activities:

- as landlord port authority and/or
- undertaken by you directly or through your subcontractor as specified in your certificate

Advice and information	Marine traffic control
Buoys/lights provision	Navigational aids provision
Diving	Pilotage
Drydock	River authority
Emergency services provision	Security
Garbage collection	Social club
Maintenance of clean berths/channels - subject to G1:9.4 - excluding liability arising during dredging operations	
Provision/installation/maintenance for your customer of computer hardware/software	

4.3 *Port activities/facilities (2)*

You may be insured\* for your liability as landlord port authority only in respect of any of the following facilities:

Factories/warehouses	Residential property
Fishing berths/port	Restaurants
Offices	Shops
Public car parks	

4.4 *Port activities/facilities (3)*

You may be insured\* for your liability arising from any of the following activities:

- as landlord port authority and/or
- undertaken through your subcontractor, subject to G1:10 as specified in your certificate. You cannot be insured if you undertake these activities directly (unless you are insured under port ships cover):

Ferry services within port	Tug provision
Operation of pilot ships	

4.5 You are only insured for liabilities arising from ship repair or marina operations as follows:

- *Ship repair*: if Clause P13 (or N13) applies to your insurance
  - *Marina*: if Clause P14 (or N14) applies to your insurance

*\*subject to 1 above, in respect of facilities included in your Insured Locations Schedule*

**5 Airport Cover**

You may be insured, subject to 1 above, for your liability from any of the following services: Airport owner/operator  
Airport contractor (under a contract specified in your Approved Contract Schedule)  
Supplier of aviation fuel (including fuelling/de-fuelling aircraft)

**6 Small Ships Cover**

You may be insured, subject to 1 above, for your liability arising as any of the following:  
Owner/bareboat charterer  
Time charterer  
Ship manager  
Ship operator

**7 Logistics Operator Cover**

You may be insured, subject to 1 above, for your liability as specified at 2 and 3 above and 9 below (in addition to services specified at L1:4)

**8 Rail Operator Cover**

You may be insured, subject to 1 above, for your liability as specified at 2 and 3 above and 9 below

**9 Warehouse Operator Cover**

*at your insured locations*

Cover as specified at 2.2, 3.4, 7 & 8 for:

Transit storage and consolidation/deconsolidation:

- for your other insured services
- for other operators

Operating a bonded area or customs warehouse

Operating delivery vans for your other insured services  
Operating temperature controlled warehouses  
Storing cargo (other than transit storage)

## GENERAL PROVISIONS

### G5 REINSURANCE CLAUSE

#### 1 **Structure**

- 1.1 The *reinsured insurer* insures the *primary assured*, under a *primary insurance* policy
- 1.2 We reinsure the *reinsured insurer*

#### 2 **Certificate of Reinsurance**

We issue a *Certificate of Reinsurance* to the *reinsured insurer*

- 2.1 The certificate will specify:
  - the percentage which we reinsure
  - the conditions of reinsurance
- 2.2 The certificate may also confer membership of the Association on the primary assured

#### 3 **Premium**

- 3.1 ~~The *reinsured insurer* pays a mutual premium – as set out in the certificate~~
- 3.2 The *primary assured* will receive return of premium or pay additional premium at the same percentage of its basic premium as the percentage which we pay to our assureds - adjusted proportionately in respect of:
  - the period covered by the *primary insurance* policy

- the percentage of the liability of the *reinsured insurer* which we reinsure (if we do not fully reinsure this liability)

#### **4 More than One Insurer**

If the *primary insurance* policy is subscribed by more than one *reinsured insurer*:

- the *reinsured insurers* will be liable to the assureds and • the assureds will be liable to the *reinsured insurers* jointly, not severally, for any amounts due - in the proportions set out in the policy

#### **5 Powers etc under the Primary Insurance**

- 5.1 It is a condition precedent to our liability under the reinsurance that the *reinsured insurer* will:
- 5.1.1 *not* exercise any of its powers, duties and discretions (including those of the *reinsured insurer's* management) without the Managers' prior approval
- 5.1.2 comply with G2:1-3
- 5.2 We will control handling of claims likely to affect our reinsurance

#### **6 Definitions**

The following words will be interpreted as stated below

- 6.1 For the purpose of construing the primary insurance:
- |                                 |   |
|---------------------------------|---|
| <i>we/us</i>                    | <i>the Reinsured Insurer</i>                                    |
| <i>you/the assured</i>          | <i>the Primary Assured</i>                                      |
| <i>the Managers</i>             | <i>the Managers for the time being of the Reinsured Insurer</i> |
| <i>Certificate of Insurance</i> | <i>Certificate of Reinsurance</i>                               |
- 6.2 For the purpose of construing the reinsurance:
- |                        |                              |
|------------------------|------------------------------|
| <i>we/us</i>           | <i>as at G6:1.3.2</i>        |
| <i>you/the assured</i> | <i>the Reinsured Insurer</i> |
| <i>the Managers</i>    | <i>as at G6:1.3.4</i>        |

*Certificate of Insurance*   *Certificate of Reinsurance*

**7   Premium**

G3:12 does not apply to the *primary insurance* policy

**8   *Primary Insurance***

The term *primary* is used in this clause solely to distinguish the insurance of the primary assured by the reinsured insurer and does not mean that the insurance is primary to any other insurance

**GENERAL PROVISIONS**

**G6   DEFINITIONS CLAUSE**

**1   Introduction**

**1.1   *Application***

In any documentation relating to an offer or policy of insurance the words listed below have the meaning set against them - if not inconsistent with the context

**1.2   *Layout***

1.2.1 capitals, italics, bold type and variable font sizes are used for clarity or emphasis, but are not relevant to the interpretation of the insurance

1.2.2 text is *generally* (although not necessarily) underlined, for guidance only, to indicate that a word or phrase is included in the list at 2 below

**1.3 You and We**

1.3.1 *You/your* means:

an assured and any joint assured under the assured's insurance - as designated in your certificate(s)

1.3.2 *We/us/the Association (our)* means:

~~the Club (Club's), ie Through Transport Mutual Insurance Association Limited or Through Transport Mutual Insurance Association (EurAsia) Limited, whichever one is providing the insurance cover in any particular case~~

1.3.3 *Assured/Joint Assured* means:

the person(s) so designated in your certificate

1.3.4 *The Managers* means:

the Managers of the Club (or its branches) as defined at 1.3.2 and their employees and agents acting within the scope of their authority

1.3.5 *The Directors* means:

the Board of Directors for the time being of the Club as defined at 1.3.2

**1.4 Documentation**

1.4.1 *Policy (of insurance)* means:

the terms of your insurance with us, as set out in the Act, the ByeLaws and your certificate of insurance (and schedules) - which incorporates, to the extent stated in the certificate in each particular case, your policy book (as at 1.4.6)

1.4.2 *Certificate (of insurance)* includes:

endorsements, schedules and certificates of reinsurance

1.4.3 *Cover* means: a grouping of clauses, *for example*

Transport Operator cover

1.4.4 *Clause* means:

a constituent, numbered part of your cover, *for example* T1 - Cargo Liabilities as part of the Transport Operator cover

1.4.5 *Paragraph* means:

a numbered paragraph within a clause, *for example* T1:6 - rules concerning personal effects within the Transport Operator cover for Cargo Liabilities

1.4.6 *Policy Book* means:

a collection of clauses (as at 1.4.4) which are, wholly or partly, incorporated into your policy by means of your certificate

**1.5 Insurance/insured**

*Insurance/insured* means insurance/insured - or reinsurance/reinsured - by us in accordance with the applicable terms. Subject to this: • *insured berth* means a berth specified in your Assets Schedule

- *insured (carrying/handling) equipment* means equipment specified in your Assets Schedule
- *insured location* is defined separately at 2 below
- *insured property* is defined separately at 2 below
- *insured services* is defined separately at 2 below
- *insured ship* means a ship specified in your Assets Schedule
- *insured trading area* is the area stated in respect of each ship in your Assets Schedule
- *insured value* is defined separately at 2 below

**1.6 General Interpretation**

1.6.1 *May* is "permissive"

1.6.2 *Will* is "imperative"

1.6.3 Singular words include the plural - and vice versa

1.6.4 Words representing persons, eg *anyone, another person, someone else*, also include companies and associations

1.6.5 *By* includes *on behalf of*

1.6.6 *Agree/agreed/agreement* means *agree (etc) in writing*

1.6.7 *Carried* includes intended for *carriage* and *having been carried*

1.6.8 *Costs* includes *expenses*

1.6.9 *Electrical* includes *electronic*

1.6.10 *For example (eg)* means *by way of example without limitation of the generality of the foregoing*

1.6.11 *General limit* means *our general limit of liability* as defined at G1:6

- 1.6.12 *Includes/including* means *includes/including without limitation of the generality of the foregoing*
- 1.6.13 *Injury* means *bodily injury*
- 1.6.14 *Liability (liable)* means *legal liability (legally liable)*
- 1.6.15 *Notice* means *notice in writing*
- 1.6.16 *Port* includes *harbour*
- 1.6.17 ~~*Premium (used on its own)* means a mutual premium, a fixed premium or a combination of the two~~
- 1.6.18 *Regulations* means *regulations made by any authority*
- 1.6.19 *Risk* means *(legal) liability, loss, damage or costs*
- 1.6.20 *Special limit* means *our special limit of liability as defined at G1:6*
- 1.6.21 *Terms* includes *conditions, exclusions, qualifications and (where applicable) price*

## 2 The Definitions

### *Accident*

one accident or occurrence or a series of accidents or occurrences arising from one fortuitous event

### *Account year*

the annual period of the insurance of the assured commencing each year on the date shown in your certificate

### **Act**

- ~~in respect of Through Transport Mutual Insurance Association Limited – the Through Transport Mutual Insurance Association Limited Consolidation and Amendment Act (Bermuda 1993) (and every amendment thereto in force)~~
- ~~in respect of Through Transport Mutual Insurance Association (EurAsia) Limited – the Memorandum of Association –~~

*Adjustment date*

the date on which the declaration of your gross freight receipts, gross annual income or similar earnings, insured values, movements, handling or any other agreed adjustment factor is to be made

**Adjustment rate**

one of the following rates, as specified in your certificate:

- a rate on your gross freight receipts or gross annual income or similar earnings during an account year
- a rate per movement or handling during an account year
- a rate per annum on the insured value of equipment
- any other rate agreed by the Managers

**Aircraft**

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

**All risks policy**

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

**Amount due (from you)**

any of the following amounts due from you to us:

- all or part of any ~~mutual~~/fixed/supplementary/release premium
- any amount due from you in respect of a claim
- any other sum due for any reason whatsoever

**Asbestos**

asbestos in any form whether or not the asbestos was at any time:

- airborne as a fibre, particle or dust
- contained in or formed as part of a product, structure or other real or personal property
- carried on clothing
- inhaled or ingested
- transmitted by any other means

**Authority**

- any central or local government, or agency of such government

- any body or person empowered to make regulations or issue directions in relation to:
- the administration of any seaport, airport or railway
- the import, export or transport of any cargo
- safety of working conditions
- immigration
- the imposition of any tax or duty
- the control of pollution
- any court or tribunal

**Avalanche**

includes mudslide

**Average**

reduction of reimbursement of a claim because the value of equipment or property in your declaration is less than its actual or new replacement value (see also *general average*)

**Barratry**

intentional sinking of a vessel by the master or crew to the prejudice of, and without the connivance of, the owner **Berth** any quay, jetty, pier, wharf or other structure or object alongside which ships moor

**Breach of copyright**

includes infringement of plans, patents, trade names, trade marks and registered designs

**Breakbulk**

cargo (except bulk cargo) which is not in carrying equipment, when carried on board a ship

**Broker**

an insurance broker, consultant or other intermediary or agent directly or indirectly involved in dealing on your behalf as regards your insurance

**Bulk**

unpackaged goods of a homogeneous nature

**Bullion**

gold, silver or platinum in bars or similar bulk form

**Bye-laws**

as the case may be:

- ~~the Bye-Laws for the time being of Through Transport Mutual Insurance Association Limited or~~
- ~~the Articles of Association for the time being of Through Transport Mutual Insurance Association (EurAsia) Limited~~ **Cargo** goods, including:
  - carrying equipment *unless* supplied by you
  - anything used or intended to be used to pack or secure goods, carried from one place to another place

in respect of which you contract to provide services, or in which you have an insurable interest

***Carrying equipment***

any container, chassis, trailer, rolling stock, genset, swap body, igloo and anything else specified as carrying equipment in your Assets Schedule **Cash** bank notes and coins (whether or not currently legal tender) - and travellers and bank cheques, drafts, credit and charge cards and any cards or documents entitling the holder to receive cash, goods or services

**Cessation of work** loss/damage arising from

- cessation of work (total or partial)
- cessation, interruption or retarding of any process or operation as a result of strikes, labour disturbances or locked out workers - *except* physical loss/damage directly caused by strikers, locked out workers or similar persons

**Charter(chartered)**

a time, voyage, space or slot *charter*, but *not* a bareboat charter (*chartered* under a time, voyage, space or slot charter)

*Chassis*

- a trailer or semi-trailer designed to be hauled by a truck or tractor and used for the transportation of containers or intermodal cargo
- a part, including spares and accessories, of a chassis
- plant, tools or materials for the maintenance or repair of a chassis

**Clean Up Costs**

costs of removal of a pollutant after pollution of land, sea, the atmosphere, any watercourse or body of water

**Combined single limit**

the limit to which a total claim in respect of one accident, parts of which arise from different risks, will be subject

**Computer**

a device which accepts information in digital form and processes it for some result based on a program or sequence of instructions and which can perform substantial computation, including numerous arithmetic operations or logic operations - including the base unit but not a keyboard, monitor or other peripheral

**Condition precedent**

a condition which must be fulfilled for the cover to be valid

**Container**

- an article of transport of permanent character fitted with corner castings specifically designed to facilitate transport by more than one mode of carriage
- plant tools or materials for the maintenance or repair of a container

**Contract (contractual)**

any contract relating to your insured services, including a port statute, port tariff and port regulations to which you are subject (under such a contract)

**Conveyance**

any ship, aircraft, road vehicle or rail wagon used or intended to be used for the carriage of cargo

**Customer**

any person for whom you provide, directly or through your subcontractors, insured services

**Damage protection plan**

an agreement between you and a customer whereby, in return for additional premium, the lessee is relieved of its obligation under the leasing contract to pay for repair of damage to equipment during the period of the lease

**Death, injury or illness**

includes hospital, medical and funeral expenses

**Death or injury**

includes hospital, medical and funeral expenses

**Declaration**

declaration of information which is to be provided by you to us in order to calculate your premium

**Defamation**

libel, slander and publication or utterance of disparaging material in violation of privacy rights

**Deposit** the part of the premium payable each account year in advance, adjusted at the adjustment rate on the adjustment date, subject to any applicable minimum

**Earthquake**

includes seaquake, tsunami and seismic activity

**Electronic components**

integrated circuits, system boards and SIM cards, computer memory and computer processors, CD-ROM drives, DVD drives, sound cards, video cards and modems

**Equipment**

carrying or handling equipment

**Executive officer**

any director, board member, commissioner, president, vice-president or managerial employee

**Expendable/replaceable parts**

flexible drives, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, trailing wires and cables, flexible pipes and hoses, jointing and packing materials, transistors, fuses and similar electrical component

**FDA Agent**

Food and Drugs Administration US Resident Agent

**Financial lessor**

lessor of property/equipment under an agreement or option to purchase **Fiscal representative** a person acting as representative for tax or duty purposes or as otherwise defined in any applicable national or international law or convention

~~**Fixed premium**~~ \_\_\_\_\_

~~price (or any part of price) for insurance which has not been agreed to be a mutual premium~~

**Flood**

rising water, surface water, waves, tidal waves, tidal water, overflow of streams, rivers, lakes, ponds or other bodies of water, spray from any of the foregoing, all whether driven by wind or not

**Freight forwarder**

a transport operator providing services, which may include documentation and customs clearance, as agent or principal, but sub contracting all physical carriage and handling to one or more operators

**General average**

sacrifice or expenditure to save property involved in a sea voyage, to which, in principle, all owners of the saved property contribute proportionately (see also *average*)

**Gross freight receipts**

gross revenue plus payments to agents and subcontractors in respect of services as transport operator, but excluding customs duty, sales tax or similar fiscal charges, paid on behalf of customers

**Gross revenue**

revenue net of payments to agents and subcontractors in respect of services as transport operator

**Handheld electronic products**

products designed primarily for the storage, management, use or transmission of information by electronic means (for example: organisers, computer games, remote control devices), but not products in which the electronic component only controls another, mechanical or other, function  
(for example: toothbrushes, power tools)

**Handling equipment**

- an item of machinery or other apparatus (not being an aircraft, container, locomotive, ship or trailer) used for the handling, movement or storage of cargo or carrying equipment, and operations incidental to such activities
- a part, including spares and accessories, of handling equipment
- plant, tools or materials for the maintenance or repair of handling equipment or of any customer's equipment
- anything specified as handling equipment in your Assets

**Schedule Host Liquor**

supplying alcoholic beverages in the course of your insured services as long as you are not in the business of manufacturing, distributing, selling or serving alcoholic beverages

**Illegal trade**

handling, movement, storage of, or transaction in, people, goods, cargo or money in the course of trade which is prohibited by national law or international agreement/convention

**In writing/written**

visibly expressed in any permanent mode, including telegram, fax and electronic means

***Incur as an employer***

includes incurring liability under any state or private workers compensation insurance, disability benefits or similar law or scheme

**Indemnity value**

the cost of replacing an item of insured equipment/property with equipment/property of the nearest (but no worse) type, age and condition, and any labour, dismantling, freight and erection costs of the replacement equipment/property but only to the extent that the total of such costs does not exceed the insured value

**Indirect declarant**

a person making a customs declaration in his/her own name but on behalf of someone else or as otherwise defined in any applicable national or international law or convention

**In flight**

the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run and its engines are shut down

**Insanity**

becoming incapable by reason of mental disorder of managing and administering property and affairs

**Insured location**

the location at which you provide any insured services and in respect of which the Managers have agreed that you are insured, and which is included in your Insured Location Schedule (or Assets Schedule) **Insured property** property *at the locations specified in your certificate* which is

- specified in your certificate *or*
- third party property in your care, custody and control which you are legally liable to insure against physical loss and damage **Insured services**

services set out in your certificate in respect of which the Managers have agreed that you are insured

**Insured value**

an amount, which may be *new replacement value, depreciated value, indemnity value* or other *agreed value*, which the Managers

have agreed that we will pay in the event of the total loss of an insured item

**Joint service partner** a ship operator or NVOC with whom you operate a joint service

**Joint venture partner**

an operator with whom you pool equipment in order to operate a joint service

***Lack of due diligence***

failure to exercise reasonable skill, care and competence in the circumstances

**Land**

includes buildings and other things fixed to land so as to become part of it, mines, subsoil and airspace

**Landlord port authority**

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

***Lease/leased/lessor/lessee***

includes rent and hire, but excludes owning and re-positioning of carrying equipment in respect of which payment is not made or received

**Leasing contract** a contract approved by the Managers for the purposes of your lessor cover whereby you lease equipment to a customer on terms, amongst others, that the customer will be responsible for all physical loss/damage of the equipment (other than fair wear and tear) from the time the customer takes delivery of it until either the customer redelivers it to you or you repossess it, and will also be responsible for all third party liabilities arising from its condition or use during that period

**Liquidated damages**

a fixed sum agreed in advance under your contract with your customer as payable in the event of a breach of the contract

**Logistics operator**

an operator:

- undertaking supply chain management, defined as planning, implementing and controlling the flow and storage of goods, services and related information from point of origin to point of consumption
  - operating under contracts specified in your Approved Contracts Schedule which extend liability provisions, for example: to just in time delivery, assembly (including packing, labelling and bar coding) and financial penalties for failure to conform
- Loss Payee** includes mortgagees and mortgagors specified in your Loss Payee or Loss Payee Joint Assured Schedule

**Lump sum**

a premium not subject to adjustment by means of an adjustment rate

**Material information**

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

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

**Microorganism** mould, mildew, fungus, spores or other microorganism of any type, including any substance the presence of which poses actual or potential threat to health

~~**Mutual premium**~~

~~price (or any part of price) for insurance which is subject to supplementary, return, and release premiums in accordance with Part E of the Bye-Laws~~

**NVOC**

(non vessel owning carrier) - a carrier, who is not a ship operator, providing freight forwarder services as a principal, usually under a bill of lading

**Navigational aids**

- provision and maintenance of marine navigational aid
- provision and maintenance of charted and advertised water depths
- provision and maintenance of buoyage and lighting for fairways, wrecks and obstruction
- provision of navigational information and warnings

**New for old**

without deduction for depreciation **Non-contractual** other than under a contract

**Nuclear weapon**

any weapon of war employing nuclear fission or fusion or other like reaction or radioactive force or matter

***Off lease (equipment)***

equipment which at the time of an accident giving rise to a claim under your lessor cover was *not on lease*

**On lease (equipment)**

equipment which at the time of an accident giving rise to a claim under your lessor cover:

- was on lease to your customer pursuant to a leasing contract or
- had been leased to your customer under a leasing contract which had terminated by reason of default or breach of the customer and had not yet been redelivered to or repossessed by you

**Operation of airfield control tower**

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

**Operator**

a person who owns, leases, charters or otherwise operates means of transport or storage or handling facilities specified in your insured services

**Oversea ship**

a ship carrying insured equipment from one port or place to another when the voyage includes a sea passage

**Overspill claim**

that proportion of a political risks claim which is unpaid as a result of the total political risks claims for the political risks account year exceeding the political risks maximum and which is carried forward to the next political risks account year

**Own/owned/ownership**

includes lease purchase and bareboat charter

**Personal property**

all property except land

**Picking**

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

**Ploking**

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

**Pollutant**

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, liquid, gas, oil, petroleum substance or derivative acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

**Pollution**

the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse or body of water which is not naturally present in the environment in the amounts/concentrations discovered

**Port authority**

includes port operator, harbour board, harbour authority or harbour operator

***Precious jewellery***

jewellery made from precious stones or precious metal

**Precious metal**

gold (any carat and any colour), palladium, platinum, silver and objects

made of or plated with precious metal (as defined here)

**Precious stones** diamonds, emeralds, sapphires and rubies - except where made up into precious jewellery

**Products liability**

liability for loss/damage of property or bodily injury arising from any product, including containers packaging or labelling, which:

- is sold, supplied, erected, constructed, repaired, altered, treated, converted, installed, processed, manufactured, tested, serviced, hired out, stored, carried or delivered by or through you *and*
- has ceased to be in your possession, care, custody or control *and*
- is defective for the purposes of applicable products liability law

**Professional services**

includes preparation/approval of, maps, charts, plans, reports, surveys, designs calculations or specifications and supervisory, inspection, engineering or data processing services and services of or in the nature of a profession which would normally be insured by a professional Indemnity Insurer (whether actually insured or not) - and advice of a professional nature

**Project cargo** cargo carried under a contract which requires you to accept liability:

- if delivery is not made within a time limit specified in the contract, *unless* the liability is calculated by reference to the freight in respect of the cargo *or*
- for loss or damage to cargo without a financial limit of liability based on the weight or the number of packages of the cargo

## **Quiet use**

freedom from interference in enjoyment of the property by the seller or by anyone claiming through the seller

### **Radioactive/nuclear risks**

risks caused or increased (directly or indirectly) by:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of:
  - an explosive nuclear assembly or nuclear component thereof *or*
  - *source material, special nuclear material or by product material* as defined by the US Atomic Energy Act 1954 (and amendments) *or* • radioactive products carried as cargo - other than *excepted matter* *excepted matter* is defined under s26(i) of the United Kingdom Nuclear Installations Act 1965 as nuclear matter consisting only of one or more of the following:
    - (a) isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes
    - (b) natural uranium
    - (c) any uranium of which isotope 235 forms not more than 0.72 per cent.
    - (d) nuclear matter of such other description, if any, in such circumstances as may be prescribed (or, for the purposes of the application of this Act to a relevant foreign operator, as may be excluded from the operation of the relevant international agreement by the relevant foreign law)

### **Refurbishment**

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

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

**Risk mapping model**

precise details are available from the Managers. Subject to this, and *for guidance only*:

*For earthquake/volcanic eruption:*

Afghanistan, Albania, Armenia, Azerbaijan, Canada (West Coast), Canary Islands, Chile, Colombia, Costa Rica, Cyprus, Ecuador, El Salvador, Greece, Guam, Guatemala, Honduras, Iceland, India (North West), Indonesia (excl Kalimantan), Iran, Israel, Italy (part), Japan, Leeward & Windward Islands, Mexico, Morocco, New Zealand, Nicaragua, Pakistan, Panama, Papua New Guinea, China (earthquake zones), Peru, Philippines, Taiwan, Turkey, USA (West Coast), Venezuela

*For storm:*

Bangladesh, Bermuda, Caribbean, Fiji, Guam, Honduras, Hong Kong, India, Indonesia, Macao, Mauritius, Mexico, Nauru, China (flood zones), Philippines, Reunion, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Tonga, Tuvalu, Vanuata, USA (below Virginia, East Coast & Gulf)

*For flood:*

Bangladesh, Botswana, Chile (North), Ecuador, Germany, India, Netherlands, Peru, China (flood zones), Thailand, USA (Mississippi Delta)

***Road vehicle***

a vehicle with integral means of mechanical or electrical propulsion for use on public roads

***Rolling Stock***

railway wagon without integral means of mechanical or electrical propulsion

**Seaman**

any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board a ship

**Securities**

bonds, negotiable instruments or securities of any kind

**Semi-trailer**

- a trailer constructed to be attached to, and supported at its forward end by, the fifth wheel device of a tractor - but excluding for the purposes of your policy any semi-trailer which is defined as a chassis
- a part, including spares and accessories, of a semi-trailer
- plant, tools or materials for the maintenance or repair of a semi-trailer

**Ship**

boat (whether self propelled or not), hovercraft and any other vessel or structure for use in navigation on, under, over or in water

**Ship operator**

the owner, part owner, operator, charterer or manager of a ship

**Slot charter**

an agreement under which the shipowner agrees to place a certain number of container slots at the charterer's disposal

**Space charter**

an agreement under which the shipowner agrees to place part of the ship's capacity at the charterer's disposal

**Specified lessee**

a lessee specified in your Specified Lessee Schedule

**Statutory obligation**

any obligation, liability or discretion imposed by any legislative enactment, decree, order or regulation having the force of law in any country

**Storm**

includes hurricane, typhoon, windstorm, rainstorm or tornado

**Strikes riots & civil commotion risks**

risks arising from strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

**Strikes riots & terrorist risks**

risks arising from:

- strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions
- terrorists or persons acting from a political motive

**Subsidence**

includes landslip and heave

Terrorism(terrorist)

(an act of) any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes to: • overthrow or influence any government (de facto or de jure) or • put the public in fear for such purposes by force or violence

**Terrorism class**

as defined in the *Pool Reinsurance Company Limited 2002* rules for the purposes of reinsurance of risks arising from terrorism. The classes are (in brief):

- property damage/ buildings
- property damage/ other property (including handling equipment)
- business interruption
- book debts

**Third party**

anyone other than us, the assured or a joint assured

### ***Third party liability***

- liability for physical loss of or damage to third party property and for resulting consequential loss
- liability for death, injury or illness of any third party, and for resulting consequential loss

### **Third party property**

any property of a third party *except*:

- cargo
- property leased to the assured or a joint assured (*for example*: equipment, land or buildings)

### **Trailer**

- a vehicle, without integral means of propulsion, designed to be hauled by a truck or tractor for the purpose of transporting goods - but excluding for the purposes of your policy any trailer which is defined as a chassis
- a part, including spares and accessories, of a trailer
- plant, tools or materials for the maintenance or repair of a trailer

### ***Transit storage***

storage of cargo during, or immediately before or after, carriage (which is other than solely local distribution), if at the commencement of such storage it was intended that the storage would not exceed 30 days

### ***Transport operator***

a person undertaking transport of cargo, either directly or through a subcontractor, as specified at G4:2 - which may include transit storage and incidental handling

### ***Unspecified lessee***

a lessee other than a specified lessee

### **Valuable papers**

formal documents expressing property, or debt, relations between parties and classified as follows:

- share capital certificates *if* it is possible to receive credit from a bank on the document
- bond certificates - issued by both companies and governments
- documents expressing proprietary interests *including* bills, cheques, warrants, certificates of deposit, bills of lading and other commercial papers
- international valuable papers *including* euroshares and eurobonds

#### **Valuable works of art**

includes antiques, paintings, furniture, sculptures, tapestries, collectibles or objects for display, if the value exceeds US\$20,000 each item or set of items

#### **Vertical tandem lift**

Lift of more than one container linked together vertically

#### **War risks**

risks caused by the following:

- war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
- capture, seizure, arrest, restraint, detainment (piracy excepted), confiscation or expropriation and the consequences thereof and attempts thereat
- mines, torpedoes, bombs, rockets, missiles, shells, explosives or other similar weapons of war

#### **Wear and tear**

wastage, wearing away or wearing out of any material or part arising from ordinary usage or working, or other gradual deterioration, rust, oxidation, corrosion, or erosion, including slowly developing deformation, distortion, cracks or other flaws

#### **Winding up/bankruptcy**

- in the case of a corporation:

- the passing of a resolution for voluntary winding up
- an order being made for compulsory winding up
- dissolution
- appointment of a receiver or manager of all or part of the business or undertaking
- possession being taken by a secured party of any property
- commencing proceedings under any insolvency laws to seek protection from creditors or to reorganise its affairs
- in the case of an individual:
  - having a receiving order made against him/her
  - becoming bankrupt
  - making a composition or arrangement with creditors generally

## **Your country**

any country in which: •

you are incorporated *or*

- the management of your business is conducted *or*
- your principal place of business is situated

## **Your product**

any goods, other than real property, manufactured, sold, handled, distributed or disposed of by:

- you
- others trading under your name
- anyone whose business or assets you have acquired

*Your product includes*

- containers (other than vehicles), materials, parts or equipment furnished in connection with your goods or products
- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product *and*
- the providing of, or failure to provide, warnings or instructions

## **Your work**

- any work or operations performed by you or on your behalf *and*
- any materials, parts or equipment furnished in connection with this work or operations

*Your work includes:*

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your work *and*
- the providing of, or failing to provide, warnings or instructions

ADDITIONAL INTERESTS

**J1 LOSS PAYEE CLAUSE**

**1 The Schedule identifies**

Loss payees in respect of specified:

- equipment

*or*

- property

*or* • ships

supplied or financed for use in the assured's insured services *and* agreements under which the equipment/property/ships are supplied or financed

**2 Payment**

We will pay claims for physical loss/damage of an item specified at 1 above:

- 2.1 to the order of the assured - unless and until we receive notice from the loss payee that the assured/joint assured is in default under the agreement specified at 1 above

- 2.2 to the order of a loss payee specified at 1 above - on receipt of notice as at 2.1

**3 General Qualifications**

- 3.1 We are not bound to pay as specified at 2.2 until the expiration of the next two business days after receipt of the notice

- 3.2 The assured/loss payee will clearly identify the equipment/property/ship involved
- 3.3 If the claim results from an accident which also gives rise to other claims, any deductible or limit of liability will be apportioned pro rata

#### **4 Cesser**

A loss payee will cease to be a loss payee:

- 4.1 as specified in the Schedule
- 4.2 on expiry/termination of an agreement specified in the Schedule
- 4.3 on cancellation/cessation of the assured's insurance

#### **5 Notice to Loss Payee**

- 5.1 Notice to a loss payee will be served:
- by post/fax to the loss payee or its broker, at the address or fax number last recorded by the Managers
  - personally (on a director/officer in the case of a company)
- Notice will be deemed served:
- If sent by post - on the third day after posting
  - If sent by fax - on the date of transmission
- 5.2 If we have undertaken to give notice regarding a similar matter to another loss payee or joint assured we may (but are not obliged to) give notice to all loss payees/joint assureds within the longest period of notice required by the undertakings

#### **6 Notice of Change**

We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:

- as specified at G3:9.3
- for war/strikes riots & terrorist risks

#### **7 Notice of Cancellation**

If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the loss payee

**ADDITIONAL INTERESTS**

**J2 LOSS PAYEE JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint assured loss payees in respect of specified:

- equipment

*or*

- property

*or* • ships

supplied or financed for use in the assured's insured services *and* agreements under which the equipment/property/ships are supplied or financed

**2 A Joint Assured is insured:**

- in respect of its interest specified at 1 above
- to the extent that the assured is insured  
*for:*
  - 2.1 liabilities arising from condition/use of an item specified at 1 above
  - 2.2 physical loss/damage of an item specified at 1 above
  - 2.3 general average/salvage contributions in relation to an item specified at 1 above

**3 Exclusions**

A joint assured is *not* insured under this clause for liabilities arising:

- 3.1 from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 3.2 solely by reason of the joint assured's own interest in the equipment/property/ship specified at 1 above

**4 Payment**

We will pay claims for physical loss/damage of an item specified at 1 above:

- 4.1 to the order of the assured - unless and until we receive notice from the loss payee that the assured/joint assured is in default under the agreement specified at 1 above
- 4.2 to the order of a joint assured as loss payee specified at 1 above - on receipt of notice as at 4.1

**5 Relationship of Insureds\***

- 5.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 5.2 *No insured\** is insured for any liability to any other *insured\**
- 5.3 *Insureds\** are jointly and severally liable for amounts due to us
- 5.4 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 5.5 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 5.6 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 5.7 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**

*\*insured is defined for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy*

**6 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**7 General Qualifications**

- 7.1 We are not bound to pay as specified at 4.2 until the expiration of the next two business days after receipt of the notice

- 7.2 The assured/loss payee will clearly identify the equipment/property/ship involved
- 7.3 If the claim results from an accident which also gives rise to other claims, any deductible or limit of liability will be apportioned pro rata

## **8 Cesser**

Insurance of a joint assured will cease:

- 8.1 as specified in the Schedule (in respect of the equipment/property/ship or of the joint assured)
- 8.2 on expiry/termination of an agreement specified in the Schedule
- 8.3 on cancellation/cessation of the assured's insurance

## **9 Notice to Joint Assured**

- 9.1 Notice to a joint assured will be served:
  - by post/fax to the joint assured or its broker, at the address or fax number last recorded by the Managers
  - personally (on a director/officer in the case of a company)
    - Notice will be deemed served:
      - If sent by post - on the third day after posting
      - If sent by fax - on the date of transmission
- 9.2 If we have undertaken to give notice regarding a similar matter to another loss payee or joint assured we may (but are not obliged to) give notice to all loss payees/joint assureds within the longest period of notice required by the undertakings

## **10 Notice of Change**

We will not agree to the cesser or reduction of insurance of an item without giving 15 days notice to the loss payee - *except*:

- as specified at G3:9.3
- for war/strikes riots & terrorist risks

**11 Notice of Cancellation**

If we give the assured notice of cancellation of insurance for non payment of amounts due, we will not cancel without giving 15 days notice to the joint assured

**ADDITIONAL INTERESTS**

**J3 CONTRACTOR JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint assureds in respect of specified agreements under which they provide services

**2 A Joint Assured is insured for:**

Liabilities incurred in performing services specified at 1 above:

- arising from the fault or negligence of the assured or an operational joint assured
- to the extent that the assured is insured

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *Insureds\** are jointly and severally liable for amounts due to us
- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *Insureds\** in respect of the risk
- 3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**
- 3.7 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of third party at

G6:2 is modified to this extent

*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cessation of the assured's relevant insured services
- 5.3 on cancellation/cessation of the assured's insurance

**ADDITIONAL INTERESTS**

**J4 SUPPLIER JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint assureds in respect of specified:

- equipment, land or premises - which the joint assured supplies for use in the assured's insured services
- agreements - under which the joint assured supplies the equipment, land or premises

**2 A Joint Assured is insured for:**

Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that the assured is insured

**3 Exclusions**

A joint assured is *not* insured under this clause for liabilities arising:

- 3.1 from the joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors
- 3.2 solely by reason of the joint assured's own interest in the equipment, land or premises specified at 1 above

**4 Relationship of Insureds\***

- 4.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 4.2 *Insureds\** are jointly and severally liable for amounts due to us
- 4.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 4.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 4.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 4.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**
- 4.7 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of third party at G6:2 is modified to this extent  
*\*insured is defined for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy*

**5 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**6 Cesser**

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule

- 6.2 on cessation of the assured's relevant insured services
- 6.3 on expiry/termination of an agreement specified in the Schedule
- 6.4 on cancellation/cessation of the assured's insurance

**ADDITIONAL INTERESTS**

**J5 CUSTOMER JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint assureds in respect of specified agreements - under which the assured or operational joint assureds perform insured services for the joint assureds

**2 A Joint Assured is insured for:**

Liabilities arising from the performance by the assured or an operational joint assured of services specified at 1 above:

- arising from fault or negligence of the assured or operational joint assured
- to the extent that the assured is insured

**Relationship of Insureds\***

If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time

- 3** *Insureds\** are jointly and severally liable for amounts due to us
- 3.1 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.2 Conduct of one *insured\** disentitling it to recovery from us
- 3.3 disentitles all other *insureds\** in respect of the risk
- 3.4 A customer of one *insured\** is deemed to be a customer of all *insureds\** Communication between us (or our representative) and an *insured\** will be
- 3.5 deemed to be within the knowledge of all *insureds\**
- 3.6 In the event of a claim by one *insured\** against another *insured\** the claimant will be deemed to be a third party. The definition of
- 3.7 third party at  
G6:2 is modified to this extent  
*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

- 5.1 Insurance of a joint assured will
- 5.2 cease: as specified in the Schedule
- 5.3 on cessation of the assured's relevant insured services
- 5.4 on cancellation/cessation of the assured's insurance on expiry/termination of the agreement specified in the Schedule

ADDITIONAL INTERESTS

**1 The Schedule identifies**

Directors & Officers Joint Assureds

**2 A Joint Assured is insured for:**

Liabilities arising from the assured's insured services - to the extent that the assured (or any joint assured) is insured for a claim directed against it

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *No insured\** is insured for any liability to any other *insured\**
- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Separate Insurance**

Separate directors and officers insurance will be maintained for each joint assured, to the extent permitted by law. Insurance under this clause (J6) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

**6 Cesser**

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule
- 6.2 on cancellation/cessation of the assured's insurance

**ADDITIONAL INTERESTS**

**J7 CONNECTED INTERESTS CLAUSE**

**1 The Schedule identifies**

Connected Interests

**2 The Assured is insured for:**

Claims enforced against connected interests specified at 1 above:

- arising from the assured's insured services
- to the extent that the assured (or any joint assured) is insured for a claim directed against it

**3 Separate Insurance**

Connected interests will insure their own operations. Insurance under this clause (J7) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

**4 Cesser**

Insurance under this clause will cease:

- 4.1 as specified in the Schedule
- 4.2 on cancellation/cessation of the assured's insurance
- 4.3 on the connected interest ceasing

## ADDITIONAL INTERESTS

### J8 CONNECTED INTERESTS JOINT ASSURED CLAUSE

#### 1 The Schedule identifies

Connected Interests Joint Assureds

#### 2 A Joint Assured is insured for:

Claims enforced against the joint assured:

- arising from the assured's insured services
- to the extent that the assured (or any other joint assured) is insured for a claim directed against it

#### 3 Exclusions

A joint assured is *not* insured under this clause for liabilities arising from the

joint assured's own fault or negligence, or that of its servants, employees, agents or subcontractors

#### 4 Relationship of Insureds\*

- 4.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 4.2 No *insured\** is insured for any liability to any other *insured\**
- 4.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 4.4 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 4.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 4.6 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**

*\*insured is defined for the purposes of this paragraph 4 only as the assured and all joint assureds under the same policy*

**5 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**6 Separate Insurance**

Joint assureds will insure their own operations. Insurance under this clause (J8) excludes claims insurable under this separate insurance (or which would be insurable except for an exclusion, qualification, deductible or limit of liability)

**7 Cesser**

Insurance of a joint assured will cease:

- 7.1 as specified in the Schedule
- 7.2 on cancellation/cessation of the assured's insurance
- 7.3 on the connected interest ceasing

**ADDITIONAL INTERESTS**

**J9 EQUIPMENT LESSEE JOINT ASSURED CLAUSE**

**1 The Schedule identifies**

Joint Assureds

**2 A Joint Assured is insured for:**

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

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *No insured\** is insured for any liability to any other *insured\**

- 3.3 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.4 At the Directors' discretion, conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.5 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.6 Communication between us (or our representative) and the assured will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

#### **4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

#### **5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cancellation/cessation of the assured's insurance
- 5.3 on termination of the lease concerned

#### **ADDITIONAL INTERESTS**

#### **J10 OPERATIONAL JOINT ASSURED CLAUSE**

##### **1 The Schedule identifies**

Operational Joint Assureds

##### **2 A Joint Assured is insured for:**

Liabilities arising from the assured's insured services - for which the assured would be insured if it had itself incurred the liability

**3 Relationship of Insureds\***

- 3.1 If the assured's insurance ceases or is cancelled the insurance of all *insureds\** will cease or be cancelled at the same time
- 3.2 *No insured\** is insured for any liability to any other *insured\**
- 3.3 *Insureds\** are jointly and severally liable for amounts due to us
- 3.4 Receipt by one *insured\** of a sum from us relieves us of liability to all *insureds\**
- 3.5 Conduct of one *insured\** disentitling it to recovery from us disentitles all other *insureds\** in respect of the risk
- 3.6 A customer of one *insured\** is deemed to be a customer of all *insureds\**
- 3.7 Communication between us (or our representative) and an *insured\** will be deemed to be within the knowledge of all *insureds\**  
*\*insured is defined for the purposes of this paragraph 3 only as the assured and all joint assureds under the same policy*

**4 Service of Notice**

Service of notice on the assured (or its broker) is deemed to be service on the assured and all joint assureds

**5 Cesser**

Insurance of a joint assured will cease:

- 5.1 as specified in the Schedule
- 5.2 on cancellation/cessation of the assured's insurance.

DIC CLAUSE

It is hereby understood and agreed that if a claim occurs which is not insured by the ..... Policy Wording, but would have been insured by

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the scope of cover under the expiring TT Club policy wording, that the claim will be recoverable hereunder save that this will not apply in respect of any breaches of warranties or conditions precedent within the ..... Policy.

It is agreed that this policy incorporates all the terms and conditions of the TT Club policy and in the event of a variation the TT Club terms shall prevail.

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