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# ACIS CARGO GENERAL CONDITIONS 2009

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## **BASIS OF VALUATION**

It is agreed that the basis of valuation for the purpose of this Open Cover shall be the value declared for insurance, but in no case shall the valuation exceed CIF + 30% unless prior written consent of ACIS Underwriting Agencies Ltd is given. In the event of declaration after loss or arrival, the basis of valuation will be CIF + 10% only.

Also to pay increased value by reason of Duty, Excise, Surcharge and/or Landing and similar charges, if incurred in anticipation of arrival and provided declared to and accepted by ACIS Underwriting Agencies Ltd. The Insured agrees to take all reasonable steps to obtain a refund of such charges and return the net amount to Insurers.

## **INSURING TERMS**

Institute Cargo Clauses (A) CL 382 dated 1.1.09 as applicable  
Institute Cargo Clauses (B) CL 383 dated 1.1.09 as applicable  
Institute Cargo Clauses (C) CL 384 dated 1.1.09 as applicable

and/or Institute Cargo Clauses (Air) CL 387 dated 1.1.09 as applicable  
Institute War Clauses (Cargo) CL 385 dated 1.1.09  
and/or Institute War Clauses (Air Cargo) CL 388 dated 1.1.09 as applicable  
and/or Institute War Clauses (sendings by post) CL 390 dated 1.1.09 as applicable  
Institute Strikes Clauses (Cargo) CL 386 dated 1.1.09  
and/or Institute Strikes Clauses (Air Cargo) CL 389 dated 1.1.09 as applicable

Please note that cover in respect of War and Strikes is **NOT** automatic for all transits. For details, please refer to the Country Lists within the ACIS Cargo website [www.aciscargo.com](http://www.aciscargo.com)

## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide and benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America JC2010/014 11 August 2010.

## **REPLACEMENT CLAUSES**

Subject to the Institute Replacement Clause CL 372 dated 1.12.08 and/or Secondhand Replacement Clause as below, as applicable

### **INSTITUTE REPLACEMENT CLAUSE**

Subject to the Institute Replacement Clause Proportional Valuation CL 373 1.12.08

### **INSTITUTE REPLACEMENT OBSOLETE PARTS CLAUSE**

Subject to the Institute Replacement Clause Obsolete Parts Endorsement CL 023 1.12.08

## **INSTITUTE CLASSIFICATION CLAUSE**

This insurance is subject to the Institute Classification Clause CL 354 dated 1.1.2001

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL,  
BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION. CL 370  
(10.11.2003)**

**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE CL380 (10.11.2003)**

**INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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

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

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**NON CONTRIBUTION CLAUSE**

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

**UNPACKED / UNPROTECTED ITEMS**

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising, Chipping, Denting, Marring and the Cost of Repainting as applicable.

**ITEMS IN NON- WATERPROOF CRATES OR PACKAGING**

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining and the Cost of Repainting as applicable.

**USED GOODS.**

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising Chipping, Denting, Marring and the Cost of Repainting as applicable unless caused by an Insured peril and there is evidence of external damage.

Subject to the Institute Replacement Clause CL 372 dated 1.12.08 and/or subject to the Institute Proportional Valuation Clause 373 dated 1.12.08.

In the event of a claim arising under this either the Institute Replacement Clause or the Institute Proportional Valuation Clause this insurance is only to pay such proportion as the insured value bears to the cost of the goods when new..

Warranted spare parts available

**RECONDITIONED GOODS**

Institute Proportional Valuation Clause 373 dated 1.12.08

**ELECTRICAL AND MECHANICAL DERANGEMENT**

Excluding loss or damage due to mechanical, electrical or electronic breakdown or derangement unless caused by a peril insured against under the terms of this policy and there is evidence of external damage.

**PAIRS AND SETS CLAUSE**

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

**PROCESS CLAUSE**

No claim to attach hereto for damage to property insured which may be sustained whilst the same is in use and/or whilst being worked upon and directly resulting thereon

**TEMPERATURE VARIATION**

Excluding any loss, damage or change in the nature of the subject matter insured caused by variation in temperature unless caused by a peril insured under the terms of the Institutes Cargo Clauses (B)CL383 1.1.09

**DRIED FOODSTUFFS IN BAGS & SACKS**

Excluding Heating and Sweating  
Excluding Infestation arising from weevil, grub or web  
Excluding Rejection Risks  
Excluding any Natural loss in Weight  
Warranted Current Season's crop only

**PIPES, COILS and STEEL STRUCTURES**

Excluding twisting, bending and distortion absolutely.

**GENERAL AVERAGE**

This insurance covers General Average and Salvage Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York - Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of Claims for General Average contributions and Salvage Charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General Average deposits shall be payable on production of General Average deposit receipts.

**INSOLVENCY AMENDMENTS CLAUSE**

Exclusions 4.6 of the Institute Cargo Clause (A), Institute Cargo Clauses (B), Institute Cargo Clauses (C) and Exclusions 3.6 of the Institute War Clauses (Cargo) and the Institute Strikes Clauses (Cargo) are amended to read:

"Loss or damage or expense caused by insolvency or financial default of the Owners, Managers, Charters or Operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal completion of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract". This amendment applies to all goods shipped on Conference Line Vessels.

**LABELS CLAUSE**

In case of damage affecting labels, capsules or wrappers the Insurers, if liable therefore under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the insurers be liable for more than the insured value of the damaged merchandise.

### **CUTTING CLAUSE**

If Goods are damaged by an Insured Peril but are reasonably useable if cut to a shorter length we will only pay to you the value of the damaged part cut off and will receive the benefit of any salvage on the cut off part.

### **CARGO I.S.M. ENDORSEMENT (JC98/019 DATED 1st MAY 1998)**

#### **CARGO ISM FORWARDING CHARGES CLAUSE JC98/023 4th JUNE 1998 Without additional premium)**

applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1st July 1998 to shipments on board:

- (1) passenger vessels transporting more than twelve passengers, and
- (2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

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

- (a) Either that such vessel was not certified in accordance with the I.S.M. Code.
- (b) Or that a current Document of Compliance was not held by here owners or operators. as required under the SOLAS Convention 1974 as amended.

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

### **COMPUTER MILLENNIUM EXCLUSION CLAUSE (CARGO) JC97/077 9th SEPTEMBER 1997**

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme, or process or any electronic system where such a loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

- (i) the date change to the year 2000 or any other date change and/or
- (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

### **CHANGE OF DESTINATION / DEVIATION / DELAY**

In case of voluntary change of destination and/or deviation and/or delay within the Assured's control, the insured goods are held covered hereunder subject to the Assured reporting, as soon as possible, all such events to ACIS Underwriting Agencies Ltd

In case of short shipment in whole or part by the vessel reported for insurance hereunder, Insurers agree to hold the Assured covered against the risks insured hereunder until arrival at the final destination to which the goods are insured or until the goods are no longer at the risk of the Assured, whichever may first occur.

### **DECONSOLIDATION AND UNPACKING COVERAGE**

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise which have been or will be covered under this policy for the import or export voyage owned by the Assured or held by the Assured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Assured can be liable while temporarily customs or elsewhere while awaiting shipment consolidation, repacking and other preparations for export or entry, including storage pending commencement of transit to final insured destination, for a period not exceeding 30 (thirty) days. Held covered beyond 30 (thirty) days at premiums to be agreed.

This extension of coverage shall not apply to goods and/or merchandise for which a charge has been made by the Assured or his agent for temporary storage.

The insurance afforded by this endorsement shall be excess insurance over any other valid and collectable insurance available to the insured.

### **RETURN SHIPMENTS CLAUSE**

This Policy of insurance is extended to cover, at Policy terms and conditions, shipments of returned goods which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and the Assured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal.

Shipments returned to the Assured by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Policy while in transit to such consignees.

Returned merchandise other than as defined above is insured subject to the Institute Cargo Clauses ( C ) CL384 1.1.09 at rates to be agreed by ACIS Underwriting Agencies Ltd

### **CRAFT CLAUSE**

Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. Also to cover any special or supplementary lighterage. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

### **ON DECK SHIPMENTS**

For the purpose of this Policy, "On Deck" shipments in containers, shall be considered as "Under Deck" shipments. All other shipments carried "On Deck" and subject to On Deck Bill of Lading are insured subject to Institute Cargo Clause ( C ) CL384 1.1.09 including Jettison and Washing Overboard or as separately agreed by ACIS Underwriting Agencies Ltd

### **SUE AND LABOUR CLAUSE**

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof, Insurers will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Insurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

### **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (CARGO ) JC2000/002**

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance hereunder. Neither this nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.

#### **DELIBERATE DAMAGE POLLUTION HAZARD CLAUSE**

This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This clause shall not increase the Limits of Liability provided for elsewhere herein.

#### **OTHER INSURANCE**

In the event that the Assured shall also have placed specific insurance at any location covered hereunder, this insurance shall only be held for the excess amount of loss over that which shall be collectible from other insurance.

#### **WAREHOUSING/ FORWARDING CHARGES**

Notwithstanding any average warranty contained herein, Insurers agree to pay any landing, warehousing, forwarding or other expenses and/or particular charges should same be incurred, as well as any partial loss arising from transshipment. Also to pay the insured value of any package, piece or unit totally lost in loading, transshipment and/or discharge.

Also to pay for any loss or damage to the interest insured which may be reasonably attributed to discharge of cargo at port of distress.

#### **LETTERS OF CREDIT CLAUSE**

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium and terms to be agreed.

Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Assured named herein shall always be protected hereunder against all the risks covered by this contract wording.

#### **SOUTH AFRICA INLAND TRANSIT DEDUCTIBLE CLAUSE**

Any transit within South Africa is subject to a 10% of shipment value deductible in respect of hijack losses.

#### **COLUMBIA INLAND TRANSIT DEDUCTIBLE CLAUSE**

Any transit within Columbia is subject to a 10% of shipment value deductible in respect of theft pilferage hijack or any attempt thereat, shortage or non-delivery.

#### **CERTIFICATE CLAUSE**

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Assured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current contract wording. In the event that wider coverage is required, prior agreement of ACIS Underwriting Agencies Ltd is to be obtained at an additional premium to be agreed.

If the conditions which appear on the certificate are wider than the conditions given by the wording or given by ACIS Underwriting Agencies Ltd the Assured remains liable for the difference between these conditions.

#### **HELD COVERED**

It is necessary for the Insured or their Representatives or their Agents, when they become aware of an event which is held covered under this insurance, to give prompt notice to the Insurers via their representatives or agents.

### **Cargo Accumulation Clause**

Should there be an accumulation of the subject matter insured whilst in transit beyond the conveyance limits expressed in this insurance by reason of any interruption of the transit beyond the control of the insured and/or by reason of any casualty and/or at a transhipping point and/or on a connecting vessel or conveyance it is agreed that this insurance shall attach for the full amount at risk subject to insurers' liability being limited to a maximum of 200% of the relevant conveyance limit provided notice is given to insurers as soon as practicable by the insured of such accumulation. JC2012/010 21 December 2012

### **Theft Exclusion**

Exclude theft by the driver (or any employee) Exclude theft from unattended carrying conveyance

### **Rights of Subrogation**

We are entitled to exercise any rights you or any assignee may have against anyone else in relation to the subject matter insured for which we have settled a claim under this policy. You, or anyone else entitled to claim under this policy, must cooperate fully with us in exercising those rights and must give us any information or assistance we may require

### **Duty of Disclosure**

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

#### Duty of Disclosure under the Insurance Contracts Act 1984

Before you enter into a contract of general insurance with us, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to us every matter you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate a contract of general insurance. This duty however, does not require disclosure of a matter that:

- diminishes the risk to be insured;
- is of common knowledge;
- we know or in the ordinary course of our business we ought to know;
- we indicate to you that we do not want to know.

#### Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

### **Non-disclosure or Misrepresentation**

If the insured makes a misrepresentation to us, or if they do not comply with this duty of disclosure and we issue the policy with terms and conditions that are different to the terms and conditions that would have been issued had there not been any misrepresentation, or the insured's duty of disclosure had been complied with, then:

- we may reduce the cover provided so that we are placed in the same position as we would have been in, had there not been any misrepresentation and the insured's duty of disclosure had been complied with; and
- we may also cancel the policy; or

- we may treat the policy as if it never existed if the misrepresentation or the non-compliance with the insured's duty of disclosure was fraudulent.

### **SURVEY AND CLAIM SETTLEMENT**

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to ACIS Underwriting Agencies Ltd or the Surveyor named in the Certificate.

When submitting a claim under this policy the following documents should be forwarded:

1. A copy of the Certificate of Insurance (or quote the Certificate number).
2. The Original or Copy shipping invoices, together with shipping specification and/or weight Notes.
3. The Original bill of lading and/or Contract of Carriage.
4. The Survey Report, or other documentary evidence to show the extent of the loss or damage.
5. The landing account and weight notes at final destination.
6. All correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

**FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.**

### **SURVEY CLAUSE**

A survey may not be required on claims unlikely to exceed USD2,000 or equivalent in any other currency.

### **LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES**

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing package.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by container, to ensure that the container and its seals are examined immediately by their responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees, Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignees or their agents are recommended to make themselves familiar with the regulations of the Port of Authorities at the port of discharge.

Further claims information and instructions regarding what to do in the event of loss can be found in the "Claims" section of the ACIS Cargo website [www.aciscargo.com](http://www.aciscargo.com)



## **SERVICE OF SUIT CLAUSE**

This insurance is subject to the Institute Service of Suit Clause (USA) CL 355 dated 1/11/92

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

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

Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

**either**

1.1 As per the transit clauses contained within the Policy,

**or**

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

**or**

1.4 in respect of marine transits, on the expiry of 30 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

**whichever shall occur first**

If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

This clause is subject to English law and practice.

Including Data Privacy Clause (s) as follows as applicable in each jurisdiction:

**DATA PROTECTION ACT 1998 NMA2863 22/06/00 (for UK risks)**

**Or**

**LLOYD'S PRIVACY POLICY STATEMENT LSW 1135B 06/03 9FOR USA RISKS**

**or**

**EQUIVALENT FOR OTHER COUNTRIES.**

**E.U DISCLOSURE CLAUSE (UK) NOTICE TO THE PROPOSER/ASSURED -LSW 1002 02/99**

## **UNDERWRITERS AT LLOYD'S, LONDON**

We, the Certain Underwriters at Lloyd's, London that have underwritten this insurance want you to understand how we protect the confidentiality of non-public personal information we collect about you.

## **INFORMATION WE COLLECT**

We collect non-public personal information about you from the following sources:

- (a) Information we receive from you on applications or other forms;
- (b) Information about your transactions with our affiliates, others or us; and
- (c) Information we receive from a consumer-reporting agency.

### **INFORMATION WE DISCLOSE**

We do not disclose any non-public personal information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting, etc.).

### **CONFIDENTIALITY AND SECURITY**

We restrict access to non-public personal information about you to our employees, our affiliates employees or others who need to know that information to service your account. We maintain physical, electronic, and procedural safeguards to protect your non-public personal information.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of your personal information in our possession.

### **CONTACTING US**

If you have any questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the agent/broker who handled this insurance. A more detailed statement of our information privacy practices is available upon request.

Notwithstanding the foregoing all insurances bound hereunder include the following clauses, which will remain in force until midnight 31st December 2014.

Termination of Transit Clause (Terrorism) JC2001/056.

Terrorism Risks Insurance Act 2002 (TRIA). All insurances quoted/bound hereunder, where applicable, shall include the following clauses, as appropriate:

|    |  |
|----|--|
| 1) | JC2003/020A - United States Terrorism Risk Insurance Act - (Quotation wording).                  |
| 2) | JC2003/020B - United States Terrorism Risk Insurance Act - (Additional Premium).                 |
| 3) | JC2003/020C - United States Terrorism Risk Insurance Act - (Acts of Terrorism already included). |
| 4) | JC2003/020D - United States Terrorism Risk Insurance Act - (Declinature wording).                |

Following recent US legislation regarding the Terrorism Risk Insurance Act 2002 (TRIA) we are obliged to inform you that in respect of transits to or from the United States of America the actual rate allocated to that of Terrorism Insurance Coverage has been included at a rate of 0.01% which represents a portion of the total transit rate including that of War and Strikes rates ruling.

Liability Notice 08/94 LSW 1001 (Insurance)

### **Institute Clauses**

The Institute Clauses referred to herein are those current at the commencement of this Agreement but should such clauses be revised during the period of this Agreement and provided that Underwriters shall have given at least 30 days' written notice thereof then the revised Institute Clauses shall apply to risks attaching subsequent to the date of expiry of the said notice. This provision shall apply to this Agreement and to any open cover granted by ACIS Underwriting Agencies Ltd.

## **SPECIAL CONDITIONS / DEDUCTIBLES**

SPECIAL CONDITIONS relating to certain Interests as per the Interests Section of this site.

### **Interest 1 - Approved Goods & General Merchandise**

Usual Deductible USD500 or as stipulated on the Certificate of Marine Insurance

### **Interest 2 - White Goods, Branded Goods, Domestic Electrical, Precision Instruments or Machinery which is prone to breakage**

Usual Deductible 1% of total sum insured or USD500 (or currency equivalent ) or as stipulated on the Certificate of Marine Insurance

### **INTEREST 3: Computers**

Usual Deductible USD500 or as stipulated on the Certificate of Marine Insurance

### **Interest 4 - Fragile Goods**

Usual Deductible 3% of total sum insured or USD500 (or currency equivalent) or as stipulated on the Certificate of Marine Insurance

### **Interest 5 - Automobiles & Motorbikes**

The Insured shall bear the first USD 500 (or currency equivalent) or 1% of the sum insured, if higher, per vehicle or as stipulated on the certificate of marine insurance each and every claim.

## **MOTOR VEHICLE CONDITIONS**

Attaching to all Motor Vehicles declared

This Insurance will be subject to the following Institute Clauses appropriate to the mode of transit along with any other policy conditions: Institute Cargo Clauses (A) or (Air), Institute War Clauses (Cargo) or (Air Cargo) Institute Strikes Clauses (Cargo) or (Air Cargo) Institute Replacement Clause, Institute Classification Clause. All as applicable In addition the clauses below are deemed to apply:

### **DURATION CLAUSE**

This insurance attaches from the time the vehicle is handed over to the carrier or agent at the place named for the commencement of the transit, including where required a period not exceeding 15 days in compound whilst awaiting loading, continues during the ordinary course of transit and terminates either:

- i. when the vehicle is handed over to the Insured or his agent at the destination named, or
- ii. on delivery to a place of storage other than in the ordinary course of transit, or
- iii. on expiry of 10 days from the time the vehicle becomes available for collection by the Insured or his agent

...whichever shall first occur.

### **VALUATION & AVERAGE CLAUSE**

The vehicle should be insured for its full market value at destination including freight if required. In the event of the sum insured being less than sound market value of the vehicle at the time and place of loss, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the sound market value of the vehicle.

### **DEPRECIATION**

Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged vehicle.

**RESPRAYING**

Respraying of vehicles is limited to damaged parts only.

**EXCESS**

The Insured shall bear the first USD 500 (or currency equivalent) or 1% of the sum insured, if higher, per vehicle or as stipulated on the certificate of marine insurance each & every claim.

**EXCLUSIONS****VEHICLES WITH NO CERTIFICATE OF CONDITION \***

Excluding the risks of scratching, denting, chipping, bruising, marring, staining, repainting and re cellulosing and any pre shipment damage.

**\* Certificate of Condition is defined as:** A document stating the condition of the vehicle at the time the vehicle enters the custody of the freight forwarder or steamship company noting all defects agreed by both the freight forwarder and the owner of the vehicle and signed at the same time.

**ON DECK**

Excluding Vehicles shipped on deck other than in Containers.

**AGE LIMITS**

Excluding Vehicles over (12) twelve years of age without prior approval from ACIS Underwriting Agencies Ltd

**MECHANICAL, ELECTRICAL DERANGEMENT**

Excluding the risks of mechanical, electrical or electronic breakdown & or derangement.

**CLIMATIC CONDITIONS**

Excluding loss or damage arising from climatic or atmospheric conditions or extremes of temperature or freezing of coolant.

**RUST, OXIDISATION & DISCOLOURATION**

Excluding the risks of rust, oxidation and discolouration unless caused by a peril insured under the terms of the Institute Cargo Clauses (C )384 1.1.09 .

**ACCESSORIES**

Excluding loss or damage to accessories & or portable items unless declared prior to shipment

**AUDIO AND ELECTRONIC EQUIPMENT**

Excluding theft & or pilferage of electronic equipment, including but not limited to radios, CD players, speakers, satellite navigation equipment, mobile phones and similar items, which are not part of the vehicles standard equipment, unless stolen with the vehicle.

**OWN POWER**

Excluding loss or damage whilst the insured vehicle is being driven under its own power or whilst being towed, except whilst being loaded or unloaded from the carrying conveyance including containers. Including cover whilst being driven within a compound for the specific purpose of loading and unloading

**THIRD PARTY LIABILITY**

Excluding damages, injury, death or liability to any third party absolutely.

**MOTOR INSURANCE**

Excluding any claim recoverable under a policy of Motor Insurance.

**CONFISCATION**

Excluding the risks of confiscation & seizure.

### **DURATION CLAUSE**

This insurance attaches from the time the insured property leaves the Insured's residence or place of storage at the place named for the commencement of the transit, including where applicable whilst in store at packers premises or awaiting shipment for a period not exceeding 30 days and terminates either:

- i. on delivery to the Insured's premises at the destination named, or
- ii. on delivery to a place of storage other than in the ordinary course of transit, or
- iii. on expiry of : 30 days after completion of discharge overside from the overseas vessel at the final port of discharge or 30 days after unloading from the aircraft at the final place of discharge,

...whichever shall first occur.

### **AVERAGE CLAUSE**

In the event of the sum insured being less than the total value at the time and place of loss of the insured property, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the total value of the insured property.

### **DEPRECIATION**

Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article.

### **HIGH VALUED GOODS**

It is a condition of this policy that the insured shall have available a list showing details of all goods valued over USD1,500 or currency equivalent prior to commencement of transit.

### **REPLACEMENT CLAUSE FOR SECOND HAND GOODS**

In the event of a claim arising under the Institute Replacement Clause, this insurance is only to pay such proportion as the insured value bears to the cost of the goods when new based on present values.

### **NON CONTRIBUTION CLAUSE**

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

### **PAIRS AND SETS CLAUSE**

Where an insured item consists of articles in a pair or set, the Insured shall not be entitled to recover more than the proportionate sum insured in respect of the particular part or parts which may be lost or damaged.

### **FRAGILES & ANTIQUES WARRANTY**

Warranted that the maximum value of fragiles & \or antiques does not exceed 15% of the overall consignment value unless specifically agreed with ACIS Underwriting Agencies Ltd prior to the commencement of transit.

### **EXCESS**

USD500 (or currency equivalent) deductible or 1% of Sum Insured if greater or as stipulated on the certificate of marine insurance each and every claim

## **EXCLUSIONS**

### **INVENTORY REQUIREMENTS**

Excluding claims for lost or stolen items unless a full valued inventory is completed and signed by the owners of the goods, prior to the commencement of transit.

### **OWNER PACKED EFFECTS**

Excluding breakage, scratching, denting, chipping, bruising, bending, marring, staining and tearing of owner packed effects, including trunks, suitcases and the like.

### **MECHANICAL, ELECTRICAL DERANGEMENT**

Excluding loss or damage due to mechanical, electrical or electronic breakdown & or derangement unless there is evidence of external damage to the insured item or its packing.

### **MOTH, VERMIN, WEAR & TEAR**

Excluding loss or damage due to moth, vermin, mildew, mould, rust, discoloration, inherent vice, wear, tear and gradual deterioration.

### **CLIMATIC CONDITIONS**

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature unless such claim is recoverable under the terms of the Institute Cargo Clauses (C). No claim to attach hereto for damage to strings, reeds & or drumheads in respect of musical instruments.

### **CONFISCATION**

Excluding the risks of confiscation & seizure.

### **EXCLUDED GOODS**

Excluding loss of or damage to cash, bank notes, cheques, travellers cheques, money orders, postal orders, national saving certificates, premium bonds, stamps, deeds, tickets, passports, manuscripts, lottery tickets or documents of any description, medals, coins, bonds, securities, jewellery, watches, trinkets, personal ornaments, precious stones & metals, furs and any other article of similar description. Also excluding any accompanied luggage or any article used or worn during the course of the transit.

### **CONSUMABLES**

Excluding all consumable goods, including wines, spirits and liquors

### **PERISHABLE GOODS, LIQUIDS**

Excluding loss of or damage caused by perishable goods, acids, paints, aerosols, medicines and all liquids.