



# Combined Policy

Jewellers' Block Open Sending On Tours

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# Section I: Jewellers' Block Cover

## THE INSURED PROPERTY AND THE PERILS INSURED AGAINST

### 1. Definitions (apply to all sections of the Policy):

The wording appearing in the policy and in the schedule will have the following meaning (unless specifically amended under a specific section):

#### 1.1. Insured Property or Insured Interest

Stock including other peoples goods, including jewellery, diamonds, precious and semi-precious stones of any sort or kind whatsoever, platinum, gold, silver, or silver plate ornaments, pearls and/or other merchandise and materials usual to the conduct of Assureds' business, whether the same be the property of the Assured or entrusted to him or them on sale or return or on approbation or for work to be done thereon or for safe custody and for any other purpose whatsoever, and other interests incidental to the Assured's business and Bank notes are also covered herein, but only up to the limit as specified in the Schedule.

1.2. **Territorial Limits** - Territorial Limits - the territorial limits of the State of Israel and the Adjacent Territories. For the purpose of this policy, the "Adjacent Territories" shall mean Israeli settlements and territories controlled by Israel which are defined as areas B and C, and the buffer zones between Israel and Jordan, in accordance with the implementation of the peace treaty between these two countries.

1.3. **D.E.C.** - the buildings known as Shimshon Building, Maccabi Building, Noam Building, Diamond Towers Building and the secured interconnecting passageways. In any case whatsoever this definition will apply only to the areas within the controlled secured entrances access of these buildings.

1.4. **Bank and Safe Deposit Vaults** - property deposited for safe keeping or custody with either Banks or safe deposit vault companies.

1.5. **Entrustment** - Insured Property handed over by the Assured to any other third party, or to the Assured by any third party, in the usual course of the Assureds' business.

1.6. **Premises** - One or more locations from which the Assureds' business is carried out subject that such Premises appears in the schedule and subject to limitation per location as appearing in the Schedule.

1.7. **Outdoor Carrying** - Insured Property whilst carried in the ordinary course of the Assureds' business, outside the Assureds' Premises by the Assured or his employees or others with the knowledge of the Assured.

### 2. Situation of Insured Property or Insured Interest

This policy covers the Insured Property while the same is in any Premises or location whatsoever as listed in the Schedule or being carried or in transit by land or water or air within the Territorial Limits.

### 3. The Perils Insured (To apply to all Sections)

This policy covers the Insured Property **AGAINST LOSS OR DAMAGE TO THE INSURED PROPERTY OR ANY PART THEREOF FROM ANY CAUSE WHATSOEVER**, during the period of this policy (subject to the terms, conditions and limitations of this policy and schedule).

### 4. Basis of Valuation (To apply to this section only)

4.1. Cost Price unless otherwise specified in the schedule

4.2. **For Contractors** - Market price or value as shown in the "appro note issued to the contractor with the **Insured Property**, plus labor costs.

- 4.3. For Insured Property entrusted to the Assured - memo or entrustment price plus processing costs where applicable, unless otherwise agreed.
- 4.4. Pairs and Sets Clause - In the event of loss of or damage to any article which is part of a set, the measure of loss or damage to such article(s) shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article(s), but in no event shall such loss or damage be construed to mean total loss of set.

## 5. Fixtures and Fittings

Trade and office furniture, fixtures, fittings, machinery plant, safes, alarm systems, tenants' decoration and improvements and all other contents of the property of the Assured, (excluding only property as defined here above) against loss or damage by fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, burglary, theft or any attempt thereat, storm, tempest, flood, bursting or overflowing or leakage of water pipes or apparatus, or impact by any road vehicle belonging to or under control of the Assured or any member of the Assureds' household or the Assureds' employees (subject to the terms, conditions and limitations of this Policy). The fixtures and fittings insured are covered only whilst in the Assureds' Premises specified above and excludes the first \$250,- of each and every loss in respect of storm tempest, flood or bursting or overflowing or leakage of water pipes or apparatus.

The words "water pipes" and "apparatus" as used herein mean water pipes, water mains, water tanks or water apparatus, but

### excluding:

- (i) Automatic sprinklers installations and drenchers and
- (ii) Boilers other than domestic boilers.

The premises at which the Assureds' business is carried out and/or landlords fixtures and fittings thereof the Assureds' own or for which the Assured is legally responsible as tenant against damage done by burglars and/or thieves or person attempting to commit burglary or theft (subject to the terms, conditions and limitations of this Policy).

## 6. Sendings

This Policy includes sendings of the Insured Interest in Israel only, but does not insure postal sendings to or from places outside Israel while such sendings are in custody of postal authorities. **Limit of any one sending in any case whatsoever shall not exceed out door carrying limit or \$15,000, the lower between the two.**

## 7. Average (applicable to all sections of this Policy)

Notwithstanding anything stated to the contrary in this Policy, it is hereby declared that this Policy is not subject to Average.

## 8. EXCLUSIONS (To apply to all sections of this policy)

This Policy does not cover:

- 8.1. Loss or Damage by theft or deception committed by any employee, servant or traveler or messenger in the employment of the Assured (" The Assured's Employee") or; Committed by any customer or dealer or agent or broker or broker's customer, or broker's dealer/agent/broker or customer's dealer/agent/broker in respect of Insured Property entrusted to them by the Assured, or anyone on the Assured's behalf, unless such loss or damage arises when such property is deposited only for safe custody by the Assured or the Assured's Employee with such persons.
- 8.2. Damage to Insured Property which may be sustained whilst the same is being actually worked upon and directly resulting therefrom.
- 8.3. Insured Property which is discovered to be missing during a stocktaking in respect of which no claim has been previously notified, unless the Assured can prove a physical loss be to the Insured Property due to a peril covered by this Policy.

- 8.4. Loss of or damage to Insured Property whilst the same is being worn or used by the Assured, any principal, director or partner of the Assured, members of their families, relatives or friends or whilst in their custody for this purpose.
- 8.5. Loss of or damage to Insured Property whilst at any Public Exhibition promoted or financially assisted by any public authority or by any trade association.
- 8.6. Loss of or Damage to Insured Property while in or upon any vehicle, unless at the time the loss or damage occurs, such vehicle is attended by either the Assured or a person in the employment of the Assured or whose duty is to attend the vehicle on behalf of the Assured, provided that such person is inside or upon the vehicle at all times.
- 8.7. Loss or damage to Insured Property entrusted to the Assured by private clients and/or customers solely for safe custody.
- 8.8. Loss of or damage to stolen property.
- 8.9. Mysterious Disappearance of cash. For the purpose of this exclusion: "Mysterious Disappearance" is defined as: loss which the Assured is unable to prove how and/or when and/or where the loss occurred.
- 8.10. Loss of earnings, loss by delay, loss of market, or consequential or indirect loss or damage of any kind or description whatsoever.
- 8.11. Loss or Damage to Insured Property when the Insured Property is not personally conveyed according to the Personal Conveyance Clause attached.
- 8.12. Loss or damage (including loss or damage by fire or theft) directly or indirectly resulting from typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature (this exclusion applies only to risks on land).
- 8.13. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.  
In respect of F.F&F only, the value of the cost of reconstructing computer system software or data.
- 8.14. Loss or damage directly or indirectly caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, corrosion, rust, dampness, of atmosphere, freezing or extremes of temperature, moth, vermin, insects, animals or insufficient or defective packing.
- 8.15. Loss or Damage directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 8.16. Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscations or nationalization or requisition or destruction of or damage to the Insured Property by or under the order of any government or public or local authority.
- 8.17. Any act of terrorism including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## 9. CONDITIONS (To apply to all sections of the Policy)

- 9.1. The Assured must implement any safety precautions and/or requirements contained in the survey report issued by the surveyor appointed by Harel, or contained in Harel's instructions, within the period specified in the report or within one month of the receipt of such report or instructions by the Assured and maintain any such safety precautions and requirements, at all times during the policy period.

- 9.2. It is further understood and agreed that such protections and/or safe-guards as may be referred to in the written proposal and declaration or in the survey report as being in force shall not be withdrawn or altered without Insurers' prior consent.
- 9.3. All keys and duplicate keys capable of operating the alarm (if any) and all keys and duplicate keys of safes and strong rooms must be removed from the Premises when the said Premises are not open for business.
- 9.4. In the event of any occurrence likely to result in a claim, immediate notice must be given to the Insurer
- 9.5. The Insured Property must be locked at night and at all other times, when the Premises are not open for business in the safes, unless otherwise specified elsewhere in this Policy.
- 9.6. It is understood and agreed that the Assured shall keep proper stock and account books in which all sales, purchases, entrustments and other transactions are recorded; and that such books shall be available for inspection by Harel Insurance Co. Ltd. or their representatives in case of a claim being made under this Policy.
- 9.7. The Assured shall, in case of loss or damage, give to Harel Insurance Co. Ltd. such information and evidence as to the property lost or damaged and the circumstances of the loss or damage as Harel Insurance Co. Ltd. may reasonably require and as may be in the Assured's power.
- 9.8. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards to amount or otherwise, this policy may be rescinded immediately in according with the law and the Insurer shall be exempt from their liability under the Policy.
- 9.9. In case of any loss or damage of any kind whatsoever it shall be lawful for the Assured to sue, labor and travel in and about the defense, safeguard and recovery of the aforesaid subject matter of this insurance or any part thereof without prejudice to this Policy or waiver of the Assured's or Harel Insurance Co. Ltd.'s rights.
- 9.10. This Policy may be cancelled at any time at the request of the Assured in writing to the Insurer, and the premium hereon shall be adjusted on the basis of Harel Insurance Co. Ltd. receiving or retaining the customary pro rata premium. This Policy may also be cancelled by Harel Insurance Co. Ltd. by thirty days' notice given in writing to the Assured at his last known address, and the premium hereon shall be adjusted on the basis of Harel Insurance Co. Ltd. receiving or retaining pro rata premium.

However, in case of cancellation by the Insurer due to non-payment of premium, the following instructions shall apply: if within 15 days after the Insurer's written demand to pay the outstanding premium, the Assured failed to pay such premium, the Insurer may notify the Assured in writing of cancellation of the policy within additional 21 days, unless the outstanding premium shall be paid beforehand

- 9.11. All salvage, recoveries and payments recovered or received subsequent to a loss settlement under this Policy or prior to such settlement without Harel Insurance Co. Ltd.'s knowledge, shall be applied as if recovered or received prior to the said settlement and will be reduced from Harel Insurance Co. Ltd.'s liability. In case the insured loss has already been paid by Harel Insurance Co. Ltd., the Assured will repay Harel Insurance Co. Ltd. within 14 days from the date of each such recovery.

#### 9.12. **Reinstatement Clause**

Upon discovery of any loss under this Policy a further premium, based on the amount that such loss bears to the total amount of this Policy, and calculated pro rata for the unexpired period of this Policy shall be payable by the Assured and even although the further premium may not meanwhile have been actually paid, this Policy shall be treated as reinstated so as to continue as a Policy in the amount stated in the Schedule.

## 10. JURISDICTION

This Section I of the Policy shall be governed by Israeli law and the Israeli Courts shall have jurisdiction in any dispute arising hereunder.

**Section I of the Policy is subject to the General Exclusions specified above, and in addition is subject also to the following Exclusions/Clauses:**

- Personal Conveyance Clause - Attached
- Hotel Motel Clause - Attached
- Private Dwelling House Clause - Attached
- Alarm & Protection Clause - Attached
- Cyber Attack Exclusion Clause - Attached
- Kimberley Process Exclusion Clause - Attached
- Sanctions Limitation and Exclusion - Attached
- Institute Clauses:  
Chemical, Biological, Bio-Chemical, Eloelectromagnetic Weapons & Cyber
- Institute Radioactive Contamanation - Attached.

## **Section II: TRANSITS - OPEN SENDINGS COVER**

**This section applies only if purchased by the Assured and specifically stated as being covered in the Schedule**

### **1. Situation- Voyages**

- 1.1. Cover commences from time of leaving the premises of the sender for conveyance by any method to a Post Office or other carrier or conveyance and continues until delivered to consignee's premises whether delivered to consignee's premises whether by employees of the Post Office or by the consignees or by their employees or by others. Also to cover Insured Interest at Government Departments, Customs, Appraisers and other places in the usual course of handling.
- 1.2. Insured Interest is to remain continuously covered until taken up by the party for whom it was intended, or if not taken up, until returned. Insured Interest which is so returned is covered on the same conditions as it was insured for the outward voyage but at rates current at the date of the beginning of return sending and it is held covered by Surface Conveyances or any other conveyances and/or Registered Post.
- 1.3. Subject to clause 1.2 above, where Insured Interest is addressed directly to the consignee, cover continues until arrival at the address named in the declaration, so that the goods remain covered during clearance from the Customs by forwarding agents or other responsible parties employed by the consignee.
- 1.4. Notwithstanding the provisions of Clause personally conveyed Insured Interest handed over to Customs, Bank etc, is covered until taken up by consignee and as provided in clause 1.2 above.
- 1.5. It is hereby agreed that provided instructions are given to the consignees to send by Registered Airmail and/or Airfreight insured interest so returned are covered on same conditions as they were insured for the outward voyage and at rates current at the date of the beginning of return sending and that they are held covered even if returned by any other method

### **2. Basis of Valuation: (Apply to Section II only)**

Invoice price plus up to 25% on invoice value subject to prior agreement by Harel Insurance CO. Ltd. before dispatch.

### **3. Limit of Sum insured per Parcel**

**unless otherwise agreed by Harel Insurance Co. Ltd prior to dispatch.**

By registered Air mail / FedExp / UPS and similar methods	\$ 25,000
Air Freight - Valuable Cargo (N.V.D)	\$ 500,000
By "Control"/"Secured" Door to Door Airfreight (Malca Amit,Brinks, D2D, Ferrari or any other Controlled Air Freight which was approved by the Insurer)	\$ 5,000,000
Personal Conveyance ( Other than by Professional courier)	\$ 500,000

Other methods and limits - as per prior agreement of Harel Insurance Co. Ltd.



#### 4. Risks covered

- 4.1. Against loss of or damage to the Insured Interest from whatever cause arising, including War, Riots, Strikes and Civil Commotions, subject to Institute Clauses in force at time of sending as far as applicable.

Also to cover Confiscation and Expropriation in respect of Overseas Sendings in the terms of the attached Confiscation & Expropriation, Institute War Clauses, Institute Strikes Clauses

- 4.2. Harel Insurance Co. Ltd has the right of subrogation for loss paid under this Cover.
- 4.3. And in case of any loss or misfortune, it shall be lawful to the Assured, their factors, servants, and assigns, to sue labour and travel for, in and about the defence, safeguard and recovery of the said insured interest, without prejudice to this insurance; to the charges whereof we the Harel Insurance Co. Ltd. will contribute, each one according to the rate and quantity of his sum herein assured. And it is especially declared and agreed that no acts of the Harel Insurance Co. Ltd. or Assured in recovering, saving, or preserving the insured property, shall be considered as a waiver or acceptance of abandonment.

#### 5. Special Provisions

Agreed to include on cover conditions (but excluding infidelity) personal conveyance by Directors, partners or their relatives or other responsible persons whether employed by the Assured or otherwise to whom the Insured Interest is entrusted by the Assured. Period at risk after arrival at destination not to exceed 24 hours, but warranted in safes overnight when residing in premises subject to the PDH-clause. Including also risk while in Customs prior to handing over to person to whom the Insured Interest is entrusted.

Subject always to personal Conveyance Clause and Hotel/Motel Clause.

It is understood and agreed that, in respect of Insured Interest not insured with Brinks/Malca Amit /Ferrari/D2D, Harel Insurance Co. Ltd. agree to waive rights of recourse against Brinks /Malca Amit /Ferrari/ D2D, except in the case of negligence and/or infidelity, and/or willful misconduct of Brinks/Malca Amit/Ferrari/D2D.

#### 6. Sendings Register Condition

**The Assured shall keep detailed records of raw and/or finished diamonds, jewellery and the like dispatched by airfreight, Brinks, Malca Amit, Ferrari, D2D using the Controlled/Secured Airfreight or any other Controlled Airfreight which was approved by the Insurer personal conveyance or registered air mail.**

The records may at any time be examined by Harel Insurance Co. Ltd representatives.

It is further noted and agreed that the Assured hereby gives permission to Harel Insurance Co. Ltd. and/or their representatives to obtain any information whatsoever concerning shipments made to or by the Assured (including return shipments) from the Diamond Controller's office without further reference to the Assured.

## 7. 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**

- 7.1. as per the transit clauses contained within the Policy,  
or
- 7.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,  
or
- 7.3. 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
- 7.4. 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 first occur.

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.

## 8. JURISDICTION

Section II of the Policy shall be governed by English law and the Israeli Courts shall have jurisdiction in any dispute arising hereunder.

**Section II of the Policy is subject to the General Exclusions specified above (in section I), and in addition is subject also to the following Exclusions/Clauses:**

### **Exclusions as per Section I**

- Personal Conveyance Clause - Attached
- Hotel Motel Clause - Attached
- Private Dwelling House Clause - Attached
- Cyber Attack Exclusion Clause - Attached
- Kimberley Process Exclusion Clause - Attached
- Sanctions Limitation and Exclusion - Attached
- Institute Clauses:  
Confiscation and expropriation Clause, Chemical, Biological, Bio-Chemical, Eioectromagnetic Weapons& Cyber;
- Institute Radioactive Contamanation - Attached Institute War Clauses Cargo; Sendings by Post; Air Cargo - Attached

## **Section III: TOURS and EXHIBITIONS**

**This section applies only if purchased by the Assured and specifically stated as being covered in the schedule**

### **1. Definitions (Relevant to this Section Only)**

- 1.1. **"On Tours"** - The term On Tours shall mean: carrying the Insured Property when traveling to, from and within a country other than the domicile of the Assured, **subject to the following conditions.**
- 1.2. **"Exhibition"** - Any exhibition promoted or financially assisted by any Public Authority or by any Trade Association or any exhibition preapproved by the Insurer
- 1.3. **Insured Property** - the definitions of Insured Property is extended under this section to include also Bank notes and/or coins and/or cash up to but not exceeding 30% of the limit of liability or \$150,000 whichever is lower. **However, cover under this extension shall be considered as part of, and not in addition to the limit of Liability.**

### **2. Territorial Limits**

The Territorial Limits are extended to carrying the Insured Property within the Territorial limits as specified in the schedule pursuant to the **Personal Conveyance Clause**, in custody of directors, partners, employees of the Assured or other persons to be agreed in advanced by Harel Insurance CO Ltd. to whom the Assured authorized to carry the Insured Property.

### **3. Shipments in conjunction with Tour extension**

It is agreed that in addition to carrying the Insured Property pursuant to the Personal Conveyance Clause, the Assured may ship the Insured Property or any part thereof from one location to another within the country specified in the Schedule by any of the Controlled Air Freight detailed above Provided always that:

Either -

- (a) The Assured's directors, partners, or employees or other persons to be agreed in advance by the Insurers, whom the Assureds authorized to carry the Insured Property ("The Carrier"), shall personally collect the insured Property at the final location of the delivery, and from that moment on, the Personal Conveyance Clause shall apply, or
- (b) The delivery will be made directly to the client whom the carrier intends to visit and Assured notified the Insurers in advance and received their approval to extend the policy to apply to such delivery and the sum under this extension shall be agreed upon in advance by the Insurers.

### **4. The Perils Insured**

Loss of or damage to the Insured Property from whatever cause arising unless specifically excluded.

### **5. Exhibition Extension**

- 5.1. Cover is extended to include Exhibitions, only if specifically stated in the schedule in consideration of additional premium.
- 5.2. Conditions to the Exhibition Extension:
  - 5.2.1. During exhibition hours, all items included in the Insured Property are to be kept in locked showcases or in personal custody of the Assured or a responsible employee.
  - 5.2.2. The Insured Property or any part or items thereof shall never be left unattended.
  - 5.2.3. At all times during exhibition hours the stand must be attended and supervised by:

- 5.2.4. Minimum of 2 persons, Which could be waived by the Insurer for sum insured less than \$2 Million for lunch break and short break subject to CCTV in place and at least attendance by 1 person.  
 Minimum of 3 persons at all times for sum insured exceeding \$7.5 Million.  
 Minimum of 4 persons at all times for sum insured exceeding \$20 Million.
- 5.2.5. Insured Property shall be shipped by Malca Amit and/or Brinks and/or Ferrari and/or D2D to and from the Exhibition, unless otherwise agreed by the Insurer.
- 5.2.6. Outside exhibition hours, the Insured Property shall be kept in a safe and/or safe deposit Vault at the fair.
- 5.2.7. At least two persons must accompany the Insured Property during transit to/ from the safe/safe deposit vault at the fair.
- 5.2.8. The inventory must be checked prior to putting the Insured Property in or removing them from the showcases in the morning/evening.
- 5.2.9. At all times during exhibition hours a close circuit digital recording video camera must be installed and operating in the stand/booth.
- 5.2.10. For sum insured Exceeding 2.5 Million USD or whenever CCTV is not available and subject to the Insurer prior approval, minimum of 3 persons must attend and supervised the stand/booth.
- 5.2.11. After business hours and whenever the Insured Property is not being carried as per the Personal Conveyance Clause, the Insured Property must be deposited in a bank safe and/or in safe of Malca Amit /Brinks/ D2D /Ferrari
- Exclusions to safe deposit cover:
- (a) Deposit for safe custody in any other safe is not covered, unless specifically approved in writing by Harel Insurance CO. Ltd.
  - (b) Loss or damage from such safe by mysterious Disappearance or by theft, dishonesty or deception is not covered.
- "Mysterious Disappearance"- shall mean: loss in which the Assured is unable to demonstrate how and/or when and/or where the loss occurred.

## 6. JURISDICTION

Section III of the Policy shall be governed by English law and the Israeli Courts shall have jurisdiction in any dispute arising hereunder.

**Section III of the Policy is subject to the General Exclusions specified above (in section I), and in addition is subject also to the following Exclusions/Clauses:**

### **Exclusions as per Section I**

- Personal Conveyance Clause - Attached
- Hotel Motel Clause - Attached
- Private Dwelling House Clause - Attached
- Cyber Attack Exclusion Clause - Attached
- Kimberley Process Exclusion Clause - Attached
- Sanctions Limitation and Exclusion - Attached
- Institute Clauses:  
 Chemical, Biological, Bio-Chemical, Eloelectromagnetic Weapons& Cyber;
- Institute Radioactive Contamination - Attached
- Institute War Clauses Cargo; Sendings by Post; Air Cargo - Attached

# **Specific Clauses (apply to all sections of the Policy if specified in the specific section)**

## **PERSONAL CONVEYANCE CLAUSE**

The policy does not cover loss or damage to the Property Insured whilst carried outside the Assurees' Premises unless:

1. The Insured Property is in the "Close Personal Custody and Control" of the carrier at all times. For the purposes of this Policy "Close Personal Custody and Control" means that the Insured Property shall be Held by or attached to or within sight and arm's length reach of the Assured or the authorized carrier at all times; OR

In addition, whenever this Policy was specifically extended in writing to overseas risk,:

At least 75% (In value) of the Insured Property, must be worn on the carrier's body at all times

For the purpose of this policy: "worn on the carrier's body" means: in the inner pockets of a vest or a security vest or in inner pouch or in leg sack(s), provided that all these means must be beneath the outer garments and not visible to third party. Insured Property which is not carried in this defined manner shall not be insured.

2. The Limit of Liability in respect of loss of or damage to the Insured Property NOT worn on the body- shall not exceed, in any case, 25% of the total limit of liability for carryings as specified in the Schedule or 25% of the value of the carried Insured, Property the lower of these amounts.
3. Condition 2 above shall not apply for carryings within the territorial limits of Israel and for carrying of jewellery collections, and in cases where the Assured is legally obliged to temporarily act differently by any competent authority in accordance with the local law.

## **HOTEL/MOTEL CLAUSE**

This policy does not cover loss or damage to the Insured Property whilst within any hotel or motel, unless the Insured Property is in the Close Personal Custody and Control of the person carrying the Insured Property at all times: or

1. Whilst deposited with the Hotel/Motel management for safekeeping in the principle Hotel/Motel safe with a receipt obtained; or
2. Whilst locked at the carrier's room's safe and the room is attended by the carrier at all times and locked from the inside.
3. Only in case there is no safe or the safe is too small to contain the Insured Property, the Insured Property shall be kept in a hidden place in the carrier's room and the room shall be attended solely by the carrier at all times and locked from within.
4. Losses from unattended Hotel/Motel rooms are excluded absolutely.
5. It is agreed that this clause applies only to the interior parts of the hotel/motel but does not apply to any adjacent areas, including but not limited to parking lots.

## PRIVATE DWELLING HOUSE CLAUSE

Only in case an extension for Private Dwelling House is specifically granted in the Schedule, It is agreed and understood that whenever any Insured Property is taken home by the Assured and/or his representatives, the Insured Property has to remain in a hidden place and under the personal and permanent supervision of the Assured and/or his representative and/or to be locked in a safe at the private dwelling house.

## ALARM AND PROTECTION CLAUSE (NMA 1656 amended)

1. The Premises are fitted with a burglar alarm system approved by the Insurer. No withdrawal, alteration or variation of the system, or any structural alteration which might affect the system, shall be made without the consent of the Insurers.
2. The burglar alarm system and all locks and padlocks shall have been put into full and effective operation at all times when the Premises are closed for business, and at all other appropriate times.
3. The burglar alarm system shall have been maintained in good order throughout the currency of this Policy under a maintenance contract with the installing company.
4. All other protections provided for the safety of the Insured Property shall be maintained in good order and fully utilized by the Assured throughout the currency of this policy and that they are in full and effective operation at all appropriate times.
5. All keys and duplicate keys relative to the above alarm and protections are removed from the Premises, when the Premises are closed for business, and at all appropriate times.
6. Immediate advice to be given to the Insurers of any notice of withdrawal of police or any other security force or protection.

## INSTITUTE CYBER ATTACK EXCLUSION (CL 380)

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting for a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## KIMBERLEY PROCESS EXCLUSION CLAUSE

This insurance excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly arising from confiscation or seizure as a result of non-compliance with, or any breach of the requirements of the Kimberley Process Certification Scheme.

If the Harel Insurance Co. Ltd. alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this certificate the burden of proving the contrary shall be upon the Assured.

## **SANCTIONS LIMITATION AND EXCLUSION - JC 2010/014 (11.8.10)**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that 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 United States of America in addition no shipments will be covered to/from Iran and Syria in the original policies.

## **Institute Clauses**

### **INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1. any chemical, biological, bio-chemical or electromagnetic weapon
2. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

### **INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction 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.

### **CONFISCATION & EXPROPRIATION**

**This extension applies on Section II of the Policy only**

1. (a) This Policy is to cover loss of and/or damage to the property hereby insured directly caused by confiscation, seizure, appropriation, expropriation, requisition of title or use or wilful destruction by/or under the order of the Government (whether civil, military or defacto) and/or public or local authority of the country or place in which the vessel(s)/craft/property hereby insured are covered by the terms of this Policy.
- (b) Nevertheless this Policy does not cover any such loss or damage by or under the order of the Government and/or public or local authority of the country of despatch.
- (c) In respect of such property as may be insured hereunder where limitation or exclusion of War coverage is made by the appropriate Institute War Clauses, such limitation or exclusion of War coverage shall also apply to this extension.



2. (a) No claim to attach hereto for any loss arising from any debt, failure to provide bond or security, or any other financial cause whether under court order or otherwise.
- (b) No claim to attach hereto for any loss arising from the repossession of property by any titleholder, or arising out of any contractual agreement to which any Assured protected under this Policy may be party.
- (c) No claim to attach hereto for delay, deterioration and/or loss of market.
- (d) No claim to attach hereto for any loss unless preliminary notification of the occurrence giving rise to such loss shall have been advised in writing to as soon as practicable, and the Assured undertake that at all times from the date of such preliminary notification they will do and concur in doing all things reasonably practicable to avoid or diminish the loss and to recover the whole of the property insured by this Policy.
3. (a) Warranted that the Assured comply in all aspects with the laws (local or otherwise) of any country within whose jurisdiction the property is likely to be in the normal course of events.
- (b) Warranted all permits necessary for normal legal operation are obtained.  
Should failure to comply with the above warranties prejudice this insurance to the extent of a loss, no liability shall be attached hereunder.
4. In the event of any claim hereunder, the Assured undertake to subrogate to the right of procedure against any other parties for the recovery of, or in respect of, the said property.
5. This insurance does not cover any loss or damage which at the time of the 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.
6. subscribing to this insurance hereby agree that if a new Government were installed in any place and after becoming the recognised or de facto Government of the place proceeded to confiscate or expropriate property by Government action by decree or other legislation or otherwise they would settle a loss if it fell under the terms of the policy wording of the insurance. subscribing hereto acknowledge and accept that the Government might have been "installed" by force or armed revolt.

## **INSTITUTE WAR CLAUSES (CARGO)**

### **RISKS COVERED**

#### **Risks**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detention, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

#### **General Average**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

## EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage  
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7. any claim based upon loss of or frustration of the voyage or adventure
  - 3.8. loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. 4.1. In no case shall this insurance cover loss damage or expense arising from
  - 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## DURATION

### Transit Clause

5. 5.1. This insurance
  - 5.1.1. attaches only as the subject-matter insured and as to any part as that part is loaded on an oversea vessel and

- 5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge, whichever shall first occur;
- nevertheless,
- subject to prompt notice to the Insurers and to an additional premium, such insurance.
- 5.1.3. reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
- and
- 5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge, whichever shall first occur.
- 5.2. If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the subject-matter insured is discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1. where the on-carriage is by overseas vessel this insurance continues subject to the terms of these Clauses,
- or
- 5.2.2. where the on-carriage is by aircraft, the current Institute War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by air.
- 5.3. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and this insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
- 5.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;
- 5.3.2. in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge;
- thereafter this insurance terminates in accordance with 5.1.4.
- 5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the Insurers.

- 5.5. Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

(For the purpose of Clause 5 - "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel).

### **Change of Voyage**

6. 6.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 6.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

## **CLAIMS**

### **Insurable Interest**

8. 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2. Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Increased Value**

9. 9.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

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

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## **BENEFIT OF INSURANCE**

10. This insurance

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

## **MINIMISING LOSSES**

### **Duty of Assured**

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
  - 11.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss,  
and
  - 11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver**

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **AVOIDANCE OF DELAY**

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

### **LAW AND PRACTICE**

14. This Institute is subject to English law and practice

# **INSTITUTE WAR CLAUSES (AIR CARGO)**

(excluding sendings by Post)

## **RISKS COVERED**

### **Risks**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

### **Salvage Charges**

2. This insurance covers salvage charges, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

### **EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured.
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured.
  - 3.5. loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.

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

- 3.6. loss damage or expense caused by delay, even though the delay be caused by a risk insured against.
- 3.7. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.

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

- 3.8. any claim based upon loss of or frustration of the transit or adventure.
- 3.9. loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## DURATION

### Transit Clause

- 4. 4.1. This insurance
  - 4.1.1. attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured and
  - 4.1.2. terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge or  
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur;  
nevertheless,  
subject to prompt notice to the Insurers and to an additional premium, such insurance
  - 4.1.3. reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom, and
  - 4.1.4. terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge, or  
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.
- 4.2. If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or overseas vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or overseas vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the subject-matter insured is on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
  - 4.2.1. where the on-carriage is by aircraft this insurance continues subject to the terms of these Clauses, or
  - 4.2.2. where the on-carriage is by overseas vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of the contract of insurance and shall apply to the on-carriage by sea.

- 4.3. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and this insurance terminates in accordance with 4.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the Insurers before the commencement of such further transit and subject to an additional premium, this insurance reattaches
  - 4.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
  - 4.3.2. in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- thereafter this insurance terminates in accordance with 4.1.4.
- 4.4. Subject to prompt notice to Insurers, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carriers under the contract of carriage.

(For the purpose of Clause 4 - "oversea vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

### **Change of Transit**

5. 5.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
  - 5.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. **Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9 or 4 shall, to the extent of such inconsistency, be null and void.**

## **CLAIMS**

### **Insurable Interest**

7. 7.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 7.2. Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **Increased Value**

8. 8.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.



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

**8.2. Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## **BENEFIT OF INSURANCE**

**9. This insurance**

9.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

9.2. shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured**

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

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

10.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

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

### **Waiver**

11. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **AVOIDANCE OF DELAY**

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

### **LAW AND PRACTICE**

13. This Institute is subject to English law and practice.

# **INSTITUTE STRIKES CLAUSES (CARGO)**

## **RISKS COVERED**

### **Risks**

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
  - 1.1. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 1.2. any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
  - 1.3. any person acting from a political, ideological or religious motive.

### **General Average**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

### **EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
  - 3.7. loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
  - 3.8. any claim based upon loss of or frustration of the voyage or adventure
  - 3.9. loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- 3.10. loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4. 4.1. In no case shall this insurance cover loss damage or expense arising from
- 4.1.1. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
  - 4.1.2. unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
- 4.2. Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
- 4.3. The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

## DURATION

### Transit Clause

5. 5.1. Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 5.1.1. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
  - 5.1.2. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
  - 5.1.3. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
  - 5.1.4. on the expiry of 60 days after completion of discharge overseaside of the subject-matter insured from the overseaside vessel at the final port of discharge, whichever shall first occur.
- 5.2. If, after discharge overseaside from the overseaside vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3. This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

## Termination of Contract of Carriage

6. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers, either
  - 6.1. until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,  
or
  - 6.2. if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

## Change of Voyage

7. 7.1. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.
- 7.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

# CLAIMS

## Insurable Interest

8. 8.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 8.2. Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

## Increased Value

9. 9.1. If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

**9.2. Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

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

## **BENEFIT OF INSURANCE**

**10. This insurance**

10.1. covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2. shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured**

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

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

11.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver**

12. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **AVOIDANCE OF DELAY**

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

### **LAW AND PRACTICE**

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

# **INSTITUTE WAR CLAUSES (Sendings by Post)**

## **RISKS COVERED**

### **Risks**

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 1.2. capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
  - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.

### **General Average**

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

### **EXCLUSIONS**

3. In no case shall this insurance cover
  - 3.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3. loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5. loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6. any claim based upon loss of or frustration of the voyage or adventure
  - 3.7. loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **DURATION**

### **Transit Clause**

4. 4.1. This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.

5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

## **CLAIMS**

### **Insurable Interest**

6. 6.1. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.
- 6.2. Subject to Clause 6.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

### **BENEFIT OF INSURANCE**

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

## **MINIMISING LOSSES**

### **Duty of Assured**

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 8.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 8.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### **Waiver**

9. Measures taken by the Assured or the Insurers with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

### **LAW AND PRACTICE**

10. This Institute is subject to English law and practice.

## Contact details

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