

Marine Cargo Insurance

General Conditions

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see chapter

1.1.3 Insured

The insured are the persons defined hereinafter:

- a. insurant
- b. the person who in case of damage incurred is entitled to indemnification or by virtue of acceptance of an assignment can be entitled to indemnification
- c. every person whom it may otherwise concern wholly or in part.

1.1.4 Subject-matter Insured

The subject-matter insured are the objects mentioned in the policy that are being carried for risk of the insured. Including goods on consignment, returned packing, goods returned, part-exchange articles, free-loan articles and goods under repair, inasmuch as the insured in case of damage can prove this damage to have been caused by a peril insured against. Excluding matters on display, samples and demonstration models, tools and appliances, unless agreed upon otherwise.

1.1.5 Valuation

The value of the objects is accepted to be the amount mentioned in the invoice issued on basis of the transaction reached prior to and as result of which the carriage takes place; in case the invoice is not available the market value of the objects at the time and place of shipping added to which

- a. expenses reaching into the means of conveyance
- b. freight

Chapter 1 Definitions

Article 1.1 Definitions

1.1.1 Insurer

Nationale-Nederlanden General Insurance Company N.V. at The Hague.

1.1.2 Insurant

The party with whom the insurance is contracted and as such is mentioned in the policy and/or the administration of the insurer.

c. customs duties and other expenses due upon safe arrival all this inasmuch as these expenses being for account of the insured.

1.1.6 Sum Insured

The sum insured is the maximum amount each and every accident for which the insurer can be held liable. If loss of or damage to the subject-matter insured is due to successive events covered by the policy the insurer indemnifies for such loss or damage up to the sum insured for each and every event notwithstanding the total amount of loss or damage exceeding the sum insured.

1.1.7 Occurrence

A fortuitous event or succession of related events as a consequence of which an obligation for compensation by the insurer might arise. All events as part of a succession are deemed to have occurred on the moment of occurrence of the first event.

1.1.8 Fortuitous event

An event that is a fortuity for both parties to the insurance agreement at the time of reaching the agreement.

1.1.9 Clearing charges

Charges incurred by the insured in the process of transferring, reloading and clearing away of the subject-matter insured on or from the location as a result of a peril insured against.

1.1.10 Salvage

Reasonable measures taken by or on behalf of the insured to avoid or reduce imminent damage due to a peril insured against.

1.1.11 Salvage expenses

Reasonable expenses as a result of measures taken to avoid or reduce imminent damage due to a peril insured against, as well as indemnification of damage to matters having been deployed therefore.

Chapter 2 Definition of cover

Article 2.1 Attachment and termination of cover

2.1.1 Transit clause

The insurance attaches from the time the subject-matter insured, awaiting in the consignor's warehouse or other place of storage at the place of dispatch named herein, is lifted for the commencement of the transit, continues without interruption during the ordinary course of transit, and terminates on delivery in the consignee's or other final

warehouse or place of storage at the destination named herein, unless agreed upon otherwise by the insurer.

2.1.2 Deviation

The provisions of the preceding article remain in force even if, due to circumstances beyond control of the insured,

- a. the transit is interrupted, or
- b. there is a deviation, a change of voyage, or a change of means of conveyance, or
- c. the duration of the transit is extended. Unless the above-mentioned circumstances are due to a peril insured against, the insurer is entitled to an appropriate additional premium in case there is an increase of risk.

2.1.3 Termination/change of voyage

2.1.3.1 Termination of risk

This insurance terminates, unless it is agreed upon otherwise, when:

- a. the insured terminates the transit prior to the subject-matter insured having reached the destination named in the policy, or
- b. the insured has the subject-matter insured shipped to another place prior to having reached the destination named in the policy.

2.1.3.2 15-days-regulation

Contrary to the provisions of the preceding article this insurance terminates in case the transit is effected entirely or in part by means of a sea vessel or an aircraft (unless it is agreed upon otherwise by the insurer), on the expiry of 15 days after arrival of the conveyance as mentioned above at the place where the transit is terminated or the destination is changed, or so much earlier as

- a. the subject-matter insured is sold and subsequently delivered to the buyer, or
- b. the transit to the other destination commences, or
- c. for and on behalf of the insured the subject-matter insured is stored or handled for allocation or distribution.

Should the discharge or delivery be delayed due to a lawful hindrance to be proven by the insured this period of maximum 15 days is suspended for the duration of this hindrance, subject however to the provisions of the "30 days clause" and/or the "60 days clause".

2.1.3.3 30-days clause

In case the transit is effected entirely or in part by means of an aircraft, this insurance shall in no case extend beyond the expiry of 30 days after completion of discharge of the subject-matter insured from the aircraft at the final airport of discharge unless the transit is terminated earlier in accordance with other provisions of the policy.

2.1.3.4 60-days clause

In case the transit is effected entirely or in part by means of a sea vessel, this insurance shall in no case extend

beyond the expiry of 60 days after completion of discharge over side of the subject-matter insured from the overseas vessel at the final port of discharge unless the transit is terminated earlier in accordance with other provisions of the policy.

2.1.4 Pre- and post-shipment cover

Excluding objects of which the start of the adventure has preceded the commencing date of this insurance. Objects of which the adventure is not yet completed at the time of expiration of the policy are held covered on terms and conditions of the policy.

2.1.5 Location clause

In course of the transit insured each loss or series of losses caused by the same peril insured against on any one location not being a means of conveyance shall be settled for up to the sum insured.

Article 2.2 Risks covered

The clauses All Risks, Specific Perils or War Risks and Strike Clause are only applicable if referred to in the policy schedule.

2.2.1 All Risks

The insurer indemnifies the insured for all risks of loss of and physical damage to the subject-matter insured as set forth in chapter "Detailed Wording".

2.2.2 Specific Perils

The insurer indemnifies the insured for loss of and physical damage to the subject-matter insured due to a specific peril as set forth in chapter "Detailed Wording".

2.2.3 War and Strike Risks

Contrary to the provisions set forth in chapter "Exclusions" the insurer indemnifies the insured for loss of or physical damage to the subject-matter insured including general average contribution due to war and strikes risks as set forth in chapter "Detailed Wording".

2.2.4 Seller's and Buyer's Interest

Seller's interest. Contrary to the provisions of chapter "Detailed Wording" an indemnification is effected:

- a.** after it is evidenced that the buyers failed to settle the agreed price for the goods lost or damaged wholly or in part, or withdrew from their obligations to settle for their contributions in general average and/or similar expenditure.
- b.** in default of an indemnification on account of buyer's insurance policy.
- c.** in case it is evidenced that buyers have been negligent to take out insurance on conditions commonly used in The Netherlands and failed to indemnify for the loss

occurred. Assignment of the policy or any interest therein or of the indemnification is not allowed.

Buyer's interest. Contrary to the provisions of chapter "Detailed Wording" an indemnification is effected

- a.** after it is evidenced that the sellers failed to replace the matters lost or damaged wholly or in part, or withdrew from their obligations to settle for their contributions in general average and/or similar expenditure.
- b.** in default of an indemnification on account of seller's insurance policy.
- c.** in case it is evidenced that sellers have been negligent to take out an insurance on conditions commonly used in The Netherlands and failed to indemnify for the loss incurred. Assignment of the policy or any interest therein or of the indemnification is not allowed.

2.2.5 ISM Clause for Forwarding Charges (G35)

The contents of the ISM clause for forwarding charges (G35) as set forth in chapter "Detailed Wording" are applicable.

Article 2.3 Additional cover

2.3.1 General Average

The insurer indemnifies the insured in respect of general average contributions due even if exceeding the sum insured hereunder.

2.3.2 Additional Expenses

The insurer indemnifies the insured even if exceeding the sum insured hereunder and free from any deductible for

- a.** salvage charges as set forth in chapter "Definitions" up to a maximum of the sum insured
- b.** costs of salvage, removal of debris and destruction consequential to a peril insured against up to a maximum amount of EUR 10,000.00.

Indemnification for destruction costs is subject to prior approval from the insurer.

Article 2.4 Means of conveyance

2.4.1 Method of loading

If the subject-matter insured on board a sea-going vessel has been loaded on deck the insurance is not valid for seawater damage and damage resulting from jettison or washing overboard, except where:

- a.** such loading on deck is customary, or
- b.** the transit takes place on a customary condition that the carrier is entitled to stow on and/or below deck and the insured can submit documentary evidence proving the subject-matter insured having been loaded on deck without his prior consent.

2.4.2 Unseaworthiness or unfitness of conveyance.

The insurer will not appeal to unseaworthiness or unfitness of the means of conveyance, unless the insured was privy thereto.

Article 2.5 Packaging

Including damage due to insufficiency or unsuitability of packing or preparation of the subject-matter insured, insofar as prior to commencement of the transit the insured and/or his subordinates were not informed or reasonably could not have been informed.

Chapter 3 Exclusions

Article 3.1 General Exclusions

The insurance provides no cover for loss, physical damage or expense

- 3.1.1** caused by any defect, inherent vice, or proximately caused by the nature of the subject-matter insured. This exclusion is not applicable to insufficiency or unsuitability of packing or preparation of the subject-matter insured insofar as prior to commencement of the transit the insured and/or his subordinates were not informed or reasonably could not have been informed.
- 3.1.2** due to inherent vice unless the insured proves this to be caused by a peril insured against.
- 3.1.3** due to inherent vice caused by delay due to a peril insured against whereby the conveyance used for carriage of the subject-matter insured is damaged.
- 3.1.4** attributable to wilful misconduct and/or negligence of the insured.
- 3.1.5** caused by, arising from or consequential to war and strikes as set forth in chapter "Detailed Wording".
- 3.1.6** caused by nuclear reactions as set forth in chapter "Detailed Wording".
- 3.1.7** in case the insured has not fulfilled his obligations as set forth in chapter "Claims" in case of insured's wilful misrepresentation of facts and figures during the course of notification of claim and/or request for indemnification.
- 3.1.8** in case the subject-matter insured are carried on board a vessel non-compliant with the contents and intention of the "ISM Cargo Clause (G34)" as set forth in chapter "Detailed Wording".
- 3.1.9** in case the insured has failed to take precautionary measures as set forth in chapter "Definitions" whereby the interests of the insurer have been prejudiced

- 3.1.10** caused by, arising from or consequential to a chemical, biological, bio-chemical or electro-magnetic weapon.

Chapter 4 Claims

Article 4.1 Duties in case of loss

4.1.1 Duty to notify.

The insured is obliged to truly notify the insurer as soon as possible of an event that might lead to an obligation for the insurer to indemnify.

4.1.2. Duty to inform

The insured is obliged to truly provide the insurer with information and documents in order for the insurer to evaluate his duty to indemnify.

4.1.3. Duty to cooperate

The insured is obliged to render full cooperation and to refrain from all that could prejudice insurer's interests.

4.1.4 Particular additional duties

For assessment of damage the insured is obliged to address himself as soon as possible to the survey agent as mentioned in the policy, by absence of which to the nearest Lloyd's Agent or other reputable survey agent. Furthermore he shall immediately hold liable in writing the ship-owner(s) and/or carriers(s) and/or their agents and/or bailees and/or other third parties for the loss of or damage to the subject-matter insured, and invite them to the assessments. No receipt may be issued without immediate notice given in writing about loss or damage found or presumed to be found.

When lodging the claim the insured should submit all documents available, including:

- 1.** the original policy or certificate,
- 2.** the original invoice, specification and/or weight lists,
- 3.** the original bill of lading and/or other waybill,
- 4.** the survey report or any other document proving the volume and the cause of the loss or damage,
- 5.** weight- and landing certificates,
- 6.** correspondence with the ship-owner(s) and/or carrier(s) and and/or their agent(s) proving that they have been held liable for the loss or damage in compliance with the obligations arising from the contract of affreightment.

The insured is to pay the fee and expenses of the average agent; the insurer shall indemnify the insured for these costs provided the loss or damage being covered under the policy.

Average agents can not be held liable for the payment of any claim for loss or damage under this policy and

they are not authorised to represent the insurer in or outside Court proceedings.

Article 4.2 Sanctions to non-fulfilment of duties in case of loss

4.2.1 Prejudice of interests

No rights can be derived from the policy in case of non-fulfilment by the insured of duties as a result of which insurer's interests have been prejudiced.

4.2.2 Wilful deceit

The right to indemnification is cancelled in case of non-fulfilment by the insured of duties with the aim to deceive the insurer unless the deception does not justify the cancellation

Article 4.3 Calculation of claim

4.3.1 Method of calculation.

Subject to the sum insured as mentioned in the policy, damage to or loss of the subject-matter insured to be adjusted with regard to the sound market value of the objects at the final destination. The indemnification to be calculated by applying the percentage thus obtained to the value as defined in chapter "Definitions" under "Valuation".

4.3.2 Objects of different nature or value

For the purpose of calculation of claim in case of loss of or damage to objects of different nature or value, the total sum insured shall be divided in accordance with the invoice value of same objects in the absence of which the sound market value at the final destination shall be applied.

4.3.3 Packaging

In case the value of the subject-matter insured has depreciated merely as a result of loss of or physical damage to its packaging the insurer shall be liable for the costs of repair or replacement of this packaging limited to the depreciation of the value itself. In case repairs do not annul the devaluation the insurer will compensate for the remaining devaluation.

Article 4.4 Other insurance/ provision/ arrangement

This insurance provides no cover inasmuch as an insured can derive rights related to what is insured hereunder, should this insurance not exist, from another insurance or provision, whether or not from older date, or on the basis of any statutory or other regulation.

Article 4.5 Transfer of rights.

Upon indemnification by the insurer the insured, if requested, is obliged to transfer to the insurer all rights and remedies against third parties.

Article 4.6 Limitation of action

A legal action brought against the insurer and related to a payment expires after three years following commencement of the day following that on which the beneficiary was made known the payment was on call. The limitation of action is interrupted by means of a written statement claiming for the remittance. A new period of limitation commences on the day following that on which the insurer either assumes liability or by means of registered writing and with reference to the consequences aforesaid, unequivocally repudiates liability.

Article 4.7 Recovery against third parties.

4.7.1 Should it for reasons of recovery be found necessary the insurer is entitled to postpone settlement of the claim until settlement of the recovery providing that if the insured so desires the insurer shall issue a loan to an amount that would suffice for indemnification; in case the insurer calls in the loan the insured is allowed to compensate with his claim on the policy. In case the insured has received an interest-free loan as mentioned above his claim on the insurer is no longer admissible for assignment, replacement or transfer of whatever nature.

4.7.2 The insurer has the right a to either take all measures on account of the insured deemed necessary for the purpose of commencing recovery against third parties b or to demand that all rights of the insured against third parties are transferred to the insurer or his appointed trustee in order for them to commence recovery in their own name. In both cases all charges related to the recovery are for account of the insurer.

4.7.3 Even prior to indemnification by the insurer it is the duty of the insured to ensure that all rights deemed necessary for the purpose of recovery against third parties and the preparation thereto, are properly transferred.

Chapter 5 Premium

Article 5.1 Payment of the premium

The insurant must pay the premium, expenses and insurance tax in advance within 30 days of becoming due. This insurance is not valid for occurrences taking place:

- a. after the expiration date in case the aforementioned period of 30 days is expired without the premium, expenses and insurance tax having been paid.
- b. in case of refusal of insurer to pay the premium, expenses and insurance tax. An additional notice by the insurer is not required. The insurer remains under the obligation to pay the premium, expenses and insurance tax.

The insurance is reinstated for occurrences taking place after the day on which the premium, expenses and insurance tax are received by the insurer. In case payment of the premium by instalments has been agreed with the insurer, the insurance is reinstated for occurrences taking place after the day on which all unpaid premiums, including expenses and insurance tax, covering terms due are received by the insurer.

Article 5.2 Return of premium

In case of premature termination of the insurance the insurer is entitled to a fair and reasonable refund of premium and insurance tax, under subtraction of administrative charges.

This clause does not apply in case of termination of the insurance due to wilful deceit of the insurer.

Article 5.3 Classification clause (G2)

The premiums apply exclusively to carriage by ships as mentioned in the Classification clause (G2) as defined in chapter "Detailed Wording".

Article 5.4 Unnamed matters and transits

5.4.1 Unnamed matters

Covering shipments containing matters not named in the policy on conditions of the "Specific Perils Clause" as defined in chapter "Detailed Wording" against premiums to be arranged with and agreed upon by the insurer. In case the insurance is effected on limited conditions compared to the aforementioned, the limited conditions will be applicable.

5.4.2 Unnamed transits

Covering shipments of subject-matters insured to or from countries not mentioned in the policy on conditions of the "Specific Perils Clause" as defined in chapter "Detailed Wording" against premiums to be arranged with and agreed upon by the insurer. In case the insurance is effected on limited conditions compared to the aforementioned, the limited conditions will be applicable.

Exception.

Covering shipments of subject-matters insured to or from countries within Europe on conditions of the policy against premiums to be arranged and agreed upon by the insurer.

Article 5.5 Subsequent calculation of premium

5.5.1 The insurer is held to annually provide the insurer prior to elapse of the return date as mentioned thereon with the fully completed declaration form stating the total value of all matters insured having been carried for his risk.

5.5.2 The insurer is held to provide the insurer on his request with a statement of an independent authority verifying the declaration mentioned under 5.5.1.

5.5.3 The policy states the advance premium. The final premium is calculated on the basis of the value mentioned under 5.5.1.

5.5.4 The minimum premium amounts to 50% of the advance premium with a minimum of € 125.00.

5.5.5 In case the final premium exceeds the advance premium the insurer is held to additional payment; in case the final premium is less than the advance premium the insurer is held to refund the difference up to the amount of the minimum premium.

5.5.6 The final premium in any one year serves as advance premium for the following year.

5.5.7 In case the insurer does not fulfil his duty as mentioned under 5.5.1 the insurer is entitled to set the premium on at least 125% of the advance premium for that year. In case the insured provides the insurer with the requested information within one year after issue of this appendix to the policy the final premium will be rectified. In order to effect the rectification administrative charges are presented. Statements with information received after the elapse of one year are not being processed.

Chapter 6 Revision of tariff and/or conditions

Article 6.1 Revision

- a. In case the insurer revises his tariff and/or conditions for insurance of this kind, he has the right to adjust this insurance to the new tariff and/or conditions.

The insurer announces this revision in advance.

- b.** The effects of indexation are not considered as revision of tariffs and/or conditions.

Article 6.2 Right of cancellation

- a.** In case the revision leads to an increase of premium and/or limitation of cover, the insurant has the right to terminate the insurance in writing within one month following the announcement of the revision by the insurer.

This does not apply to a revision consequential to a statutory regulation.

- b.** In case the insurant does not use this right of termination the insurance terminates on the announced day of revision but no sooner than 30 days after the date of announcement of revision by the insurer.

Article 6.3 Continuation of the insurance

In case the insurant has not used his right as mentioned in the preceding article he is considered to agree with the revision. In that case the insurance is continued under application of the new tariffs and/or conditions.

Chapter 7 Alteration of risk

This chapter does not apply to this insurance.

Chapter 8 Termination of the insurance

Article 8.1 Cancellation by the insurant

The insurance terminates due to a written cancellation by the insurant as described hereinafter.

- 8.1.1** Nearing the end of the contractual term as mentioned in the policy subject to a two months notice.
- 8.1.2** In case the insurant rejects the revision of tariff and/or conditions as mentioned in chapter "Revision of Tariff and/or Conditions".
- 8.1.3** Within two months after the insurer having called on non-fulfilment by the insurant of his duty to inform prior to conclusion of the insurance. The insurance thus terminates on the date mentioned in the letter of termination. In

case this letter of termination is undated, the insurance terminates on the date of the postmark.

Article 8.2 Termination by the insurer

The insurance terminates due to a written cancellation by the insurer as described hereinafter.

- 8.2.1** Nearing the end of the contractual term as mentioned in the policy subject to a two months notice.
- 8.2.2** Within two months after the insurer having called on non-fulfilment by the insurant of his duty to inform prior to conclusion of the insurance. The insurance thus terminates on the date mentioned in the letter of termination. In case this letter of termination is undated, the insurance terminates on the date of the postmark.
- 8.2.3** In case of wilful misrepresentation by the insured during notification of claim to or handling of the claim by the insurer.

Article 8.3 Annulment

The insurance terminates by means of an extrajudicial declaration of annulment based on a shortcoming in the compliance of duties out of the contract of insurance.

This only applies in case the shortcoming justifies the annulment.

The following grounds are considered justified for annulment of the insurance by the insurer.

- a.** Established wilful misrepresentation by or on behalf of the insurant or insured.
- b.** Non-payment of the first premium or payment thereof in arrears
- c.** Non-payment of the supplementary premium or payment thereof in arrears despite a reminder by the insurer following elapse of the expiry date

Chapter 9 Additional provisions

Article 9.1 Personal details

9.1.1 Processing personal details at application/alteration

At application of the insurance and on alteration thereof personal details are requested. These are processed by the insurer for the benefit of entering into and execution of agreements and marketing activities, in course of preventing and fighting fraud against financial institutions, for statistical analysis and in order to comply with legal obligations.

9.1.2 Processing personal details at notification of loss

At a notification of loss personal details are requested. These are processed by the insurer for the purpose of executing the insurance agreement.

9.1.3 Supply of personal details to third parties

Personal details applied for at application of the insurance, on alteration thereof and at notification of loss can be supplied to third parties associated with the implementation of the insurance agreements, such as aids, surveyors and renovators

Article 9.2 Jurisdiction

This insurance is subject to Dutch Law and practise.

Article 9.3 Complaints

Complaints related to this insurance can be submitted in writing to the insurer's Board of Directors. In case the insurer's written reply does not lead to a satisfactory solution the complaint can be submitted to the "Stichting Klachteninstituut Verzekeringen" (Foundation for Insurance-related Complaints), PO Box 93560, 2509 AN Den Haag, The Netherlands.

Article 9.4 Disputes

9.4.1 Any dispute arising from this agreement is in first instance subject to judgement of the competent Court in Rotterdam.

9.4.2 In case of interpretation disputes between this agreement and the filed text of the "Dutch Bourse Cargo Policy 2006" the wording of the latter shall prevail.

Article 9.5 "Both to Blame Collision" clause

This insurance is extended to indemnify the insured against such proportion of liability under the contract of affreightment "Both to Blame Collision" clause as is in respect of a loss recoverable hereunder. In the event of any claim by ship-owners under the said clause the insured agree to notify the insurer who shall have the right, at his own cost and expense, to defend the insured against such claim. The insured binds himself to cooperate thereto.

Chapter 10 Terrorism

The Clauses Sheet Terrorism Cover by the "Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT)" (Dutch Terrorism Risk Reinsurance Company) is not applicable.

Chapter 11 Detailed Wording

All Risks

All risks of physical loss of and damage to the subject-matter insured howsoever caused and howsoever arisen without prejudice however to the exclusions as defined in chapter "Exclusions".

Specific perils

All loss of and physical damage to the subject-matter insured provided

1.i the vessel carrying the subject-matter insured

- a. has caught fire,
- b. has stranded or sunk,
- c. has collided or come into contact with ice or any other object other than water;

ii. the means of conveyance (other than a vessel) carrying the subject-matter insured having been in an accident or having caught fire,

provided it can reasonably be assumed that from its nature and by its extent the peril insured against caused the loss of or damage to the subject-matter insured.

2 the loss of or damage to the subject-matter insured is the consequence of:

- a. fire or explosion,
- b. the falling of the subject-matter insured (not being bulk cargo) or part thereof during loading or unloading,
- c. the jettison or washing overboard or in any other way falling into the water of the subject-matter insured or part thereof,
- d. the emergency discharge of the subject-matter insured or its discharge at a port of distress and its subsequent reloading.

Nuclear reactions

- a. Understood to be nuclear reactions howsoever caused.
- b. The exclusion for loss, damage or expenses caused by nuclear reactions does not apply to damage caused by radioactive nuclides that are outside a nuclear installation and that are being used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security and/or safety purposes, provided a valid licence (if required) issued by any public authority is maintained for production, use, storage and disposal of radioactive matter. A nuclear installation is meant to be an installation in accordance with the contents and intention of the Dutch "Wet Aansprakelijkheid Kernongevallen" (Nuclear Accidents Liability Code) as published in the Dutch "Staatscourant" 1979-225 (Gazette), including a nuclear installation on board a ship.

- c. Should in accordance with any law or any treaty a third party be liable for the damage, the above stipulations are not applicable.

Classification clause (G2)

1. The premium as mentioned in the policy applies only to matters or interests carried by mechanically propelled vessels of steel construction classed in the highest class of the following classification societies:

- 1.1. a. Lloyds Register of Shipping
- b. American Bureau of Shipping
- c. Bureau Veritas
- d. China Classification Society
- e. Germanischer Lloyd
- f. Nippon Kaiji Kyokai
- g. Det Norske Veritas
- h. Korean Register of Shipping
- i. Registro Italiano Navale
- j. Russian Maritime Register of Shipping

1.2 or by a vessel classed by National Flag Society as defined in article 4 below, but only when the vessel is engaged exclusively in the coastal trading of that country (including trading between islands within an archipelago of which that nation forms part), so long as this trip is part of an onward transport insured under the policy.

2. Matters or interests carried by vessels classed in the highest class of the aforementioned classification societies which exceed the following age limits are insured against an additional premium:

2.1 Bulk or combination carriers over 10 years of age or other vessels over 15 years of age unless

- a. they are or have been used for the carriage of general cargo on regular services according to a permanent and published sailing schedule for loading and unloading at specifically named ports and do not exceed 25 years of age,
- b. they were constructed as containerships, car carriers or OHGC (double skin open hatch gantry crane vessels) and as such always maintain services according to a permanent and published sailing schedule to specifically names ports and do not exceed 30 years of age.

2.2 Vessels classed by the Russian Maritime Register over 10 years of age.

3. The requirements of this clause do not apply to any craft used to load or unload the vessel within the port area.
4. A National Flag Society is a classification society that is domiciled in the same country as the owner of the vessel in question and at the same time also operates under the flag of that country.
5. For carriage by vessels which do not comply with the above conditions, the premiums will be given on request.
6. This clause is governed by Dutch law.

ISM Cargo clause (G34)

Applicable:

- to all shipments on board of Ro Ro passenger ferries
- as of 1st July 1998 to shipments on board of: 1) Passenger vessels transporting more than 12 passengers 2) Oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more;
- as of 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 ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject-matter insured on board the vessel, the insured were aware, or in the ordinary course of business should have been aware:

- a) either that such vessel was not certified in accordance with the ISM Code or
- b) that a current Document of Compliance was not held by her 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.

ISM Clause for Forwarding Charges (G35)

This insurance is extended to reimburse, up to the limit of the sum insured for this voyage, for any extra charges properly and reasonably incurred for discharge, storage and forwarding the subject-matter insured to the destination to which it is insured hereunder in case these charges are due to arrest and/or detainment and/or diversion to a port other than the intended port of destination due to:

- a) the ship not having on board a valid certificate in accordance with the ISM Code or
- b) the ship-owner or charterer not holding a valid document of compliance as mentioned in the ISM Code in accordance with the SOLAS Convention of 1974 as amended.

This clause, which does not apply to general average or salvage or salvage charges, is subject to all other terms conditions and exclusions contained in the policy and in the contents of the ISM Cargo Clause.

War and strikes risk (M3)

I. In this clause the term

“war risks” is understood to mean:

- war and warlike operations, civil war, revolution and insurrection,

- the effect of torpedoes, mines, bombs and other such implements of war left over from perils mentioned in the preceding paragraph, even if the damage has occurred in times of peace,
- capture and detainment by order of any authority;

the term “**strike risks**” is understood to mean:

- acts of violence committed in connection with strike, lock-out of workmen and labour disturbances,
- acts of violence committed for political motives,
- rebellion, riots and local disturbances,

in so far as not coming under “**war risks**”.

II. A.

1. All losses of and physical damage to the subject-matter insured shall be borne by the insurer, as well as contributions in general average which might be levied thereon under Dutch or foreign law or under the stipulations of the contract of carriage and the salvage expenses referred to in chapter “Definitions”, if caused by war risks and/or strikes risks, in so far as these risks are covered. Loss of, physical damage to and expenses in consequence of delay caused by a peril insured by this clause, are not paid.
2. The losses, damage and contributions in general average and expenses, for which the insurer is liable under provisions of the preceding paragraph, are paid irrespective of percentage, i.e. not subject to any franchise.
3. To this extent in contravention to the provisions of article 3 of the general conditions “Dutch Bourse Cargo Policy 2006” the insurer settles for contributions in general average and/or expenses up to amounts that if aggregated do not exceed the sum insured, with the exception of the costs of proceedings at the prize court and other expenses, incurred exclusively to obtain the release of the goods, which costs and expenses – provided they have been incurred with the consent of the insurer- will be made good in full, even if exceeding the sum insured in consequence thereof.

II. B. in respect of war risks the following applies to each and every part of the goods insured:

1. **(a)** the risk commences as soon as the goods are on board any sea-going vessel or aircraft;
- (b)** the risk terminates as soon as the subject-matter insured be discharged overseas from any sea-going vessel or aircraft at the ultimate port or place of discharge, on the understanding that in any case the risk shall terminate on the expiry of 15 days counting from midnight local time on the day of arrival of the sea-going vessel or aircraft at the ultimate port or place of discharge;
- (c)** the risk also terminates on the expiry of 15 days counting from midnight local time on the day of arrival of the sea-going vessel or aircraft at a port

or place where the subject-matter insured are discharged in connection with on-carriage by the same or any other sea-going vessel or aircraft, on the understanding that the risk again attaches as soon as the subject-matter insured are loaded on board the on-carrying sea-going vessel or aircraft; during the above-mentioned 15 days’ period the insurance remains in force after discharge only during the time the subject-matter insured are at the above-mentioned port or place.

- (d)** the risk of mines and derelict floating or submerged torpedoes is also covered for as long as the subject-matter insured are on board any vessel or craft other than the sea-going vessel or aircraft mentioned above;

2. should the contract of carriage be terminated at a port or place other than the destination named therein, such other port or place is considered to be the ultimate port or place of discharge for the purpose of sub.B and insurer’s risk shall terminate in accordance with the provisions of paragraph 1 (b), on the understanding that if the goods should, however, subsequently be forwarded to the original or any other destination, the risk shall again attach for the insurer as soon as the goods are loaded on board the on-carrying sea-going vessel or aircraft for such voyage and that in respect of the risk of mines and derelict floating or submerged torpedoes the provisions of paragraph 1 (d) shall apply, subject to the insurer being notified thereof before the commencement of such onward transportation and subject to any additional premium being paid;

3. the term sea-going vessel as set forth under B. is in contravention to section 8:2 of the Civil Code understood to be a vessel intended to be used for the carriage of the subject-matter insured wholly or partly by sea from any port or place to any other port or place; where in this clause “arrival” of the sea-going vessel is mentioned, it is meant to be the moment that the sea-going vessel is dropping anchor, moored or otherwise secured at a berth and/or place within the Harbour Authority area;

4. stipulations in the policy inconsistent with the provisions of sub.B shall to that extent be considered void.

II. C. in respect of strike risks the provisions of article 4 of the general conditions “Dutch Bourse Cargo Policy 2006” shall apply, subject to the proviso that in case of interruption in transport, change of course, voyage, means of conveyance or extension of the voyage an appropriate additional premium shall at all times be due, if the insurer so desires.

III This insurance excludes loss, damage, general average and expenses arising from

- a. any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or any other like reaction of radio-active force or matter.
- b. the use of chemical, biological, biochemical or electromagnetic arms.

IV In case of deviation, change of voyage –whether or not on account of the exercise of a right accruing to the ship-owner and/or the bare-boat charterer and/or the carrier by virtue of the contract of carriage- or in case of any omission or error in respect of the description of the ship or voyage, the risk shall be held covered by the insurer with due observance to the existing conditions at a premium to be agreed without prejudice to the provision of article 18 of the General Conditions “Dutch Bourse Cargo Policy 2006”.

V In contravention of anything that may be contained elsewhere in the policy in respect of cancellation, both the insurer and the insured are entitled to cancel the coverage against war risks and strike risks at any time by means of a notice in writing to the other party, with due observance of a period of time ending on the expiry of seven days counting from midnight of the day when notice is given. In respect of the coverage against war risks the cancellation shall not operate against the subject-matter insured that at the moment when the period of notice referred to in the preceding sentence ends are loaded in the first sea-going vessel or aircraft; in respect of the coverage against strike risks the cancellation shall not operate against the subject-matter insured that before the expiry of this period of notice have left the warehouse or place of storage at the place of dispatch mentioned in the policy in order to be transported.

