SUN INSURANCE

MARINE CARGO POLICY WORDINGS



MARINE CARGO INSURANCE POLICY

Subject to the clauses and conditions of The Marine Cargo Insurance Policy of the SUN INSURANCE COMPANY LIMITED (hereinafter called "The Company) in use at the time and date of issue and to the clauses and conditions of cover specified in the schedule this Open Cover is effected for the period stated in the schedule to insure for the voyage and/or voyages and/or transits stated the goods or merchandises specified in the schedule shipped and/or despatched within the limits of this Cover either by or for account of the Insured named in the schedule in which the Insured has an insurable interest (unless insured elsewhere prior to such interest being acquired) or the insurance of which is in the Insured's hands or under the Insured's control as selling and/or purchasing agent.

DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty, under both the Insurance Act, to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

If you fail to comply with your duty of disclosure:

- we may avoid the contract of insurance from its beginning.
- we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.
- If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

INSURED PERILS AND CLAUSES

This insurance covers all risks of loss of or damage to the subject matter insured except as excluded.
This policy covers for loss of or damage to the subject matter insured reasonably attributable to:

1. fire or explosion;
2. vessel or craft being stranded grounded sunk or capsized;
3. overturning or derailment of land conveyance;
4. collision or contact of vessel craft or conveyance with any external object other than water;
5. discharge of cargo at a port of distress;
6. earthquake volcanic eruption or lightning;
7. loss of or damage to the subject matter insured caused by:
    - general average sacrifice;
    - jettison or washing overboard;
    - entry of sea lake or river water into vessel craft hold conveyance container or place of storage;
8. total loss of any package lost overboard or dropped whilst loading on to, or unloading from, vessel or craft.

This policy is covered in accordance with:

A. By sea, underdeck and on deck whether or not in container and by Land conveyance
   - Institue Cargo Clauses (A) 1/1/09
   - Institue Cargo Clauses (C) 1/1/09
   - Institue Strike Clauses Cargo 1/1/09
   - Institue War Clauses Cargo 1/1/09

B. Air shipments
   - Institue Cargo Clauses (Air) (excluding sendings by Post) 1/1/82
   - Institue Strike Clauses (Air Cargo) 1/1/82
   - Institue War Clauses Cargo (Air Cargo) (excluding sendings by Post) 1/1/82

C. Postal Sendings
   - Institue Cargo Clauses (A) 1/1/09
   - Institue Cargo Clauses (C) 1/1/09
   - Institue Strike Clauses Cargo 1/1/09
   - Institue War Clauses Cargo (sending by Post) 1/1/82

D. Deck Cargo
   - Institue Cargo Clauses (A) 1/1/09
   - Institue Cargo Clauses (C) 1/1/09
   - Institue Strike Clauses Cargo 1/1/09
   - Institue War Clauses Cargo (sending by Post) 1/1/82

E. Inland Transit
   Interest insured is covered for physical loss, destruction or damage caused by an accident occurring during an insured transit.
   You are also covered for:
   - the deliberate act of a third party,
   - loss or destruction of or damage to goods caused by jettison,
   - loss incurred as a result of general average sacrifice,
   - general average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this Policy.

   If the insured transit is by sea or air, while the interest insured is aboard the carrying vessel or aircraft you are also covered for loss or damage caused by war or warlike activities.

F. Institute Strikes, Riot, Civil Commotion Clauses

G. Institute Theft, Pilferage and Non Delivery Clause

H. Institute Clarification Clause

Insured Transits

The interest insured is only insured for:

1. Imports
2. Exports
3. Inland Transit

as indicated in your Policy Schedule.

If we have agreed to any extension to these insured transits, it will be shown in your Policy Schedule.

Any limitations that apply to your insured transits will be shown in your Policy Schedule.

You are insured for loss or damage to the interest insured while in transit even though, the period of insurance has ended provided your insurable risk attached on that cargo is during the period of insurance.

Duration of Transit

The interest insured is only insured:
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:

- 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, or
- 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
- 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
- on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge

whichever shall first occur.

Inland transits:
Cover commences when the interest insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place. Cover ends when the interest insured is last moved in being delivered at the destination but not exceeding seventy-two (72) hours after unloading from the conveying vehicle, whichever first occurs. However, the insured transit ends at any earlier point where you have interrupted the ordinary course of transit.

This insurance shall remain in force during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to carriers under the contract of carriage.

Conveyance

All forms of conveyances by land, sea or air including but not limited to Roll-On-Roll-Off Vessels and/or Rail and Road Vehicles.

Limit of Liability

Always for an amount but not exceeding the sum of $500,000 or equivalent in any other currency, in any one bottom, conveyance, or in any location stated on the policy schedule.

Brands/labels

In the event of loss or damage involving cargo bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the cargo may be retained by you to dispose of as you see fit, provided a reasonable allowance is agreed for the value of the undamaged cargo.

Where only the labels or trademarked cartons of the cargo are affected by the insured event, the amount payable by us is limited to the reasonable cost of reconditioning and relabelling or the cost of new trademarked cartons, subject to our liability not exceeding the insured value of the cargo.

General average and salvage

If there is a claim for general average contributions or salvage charges, the interest insured will be considered as being insured for its full contributory value and the claim will be paid in full without deduction of any Policy excess.

Pairs and sets
Where any item is part of a pair or set, the Policy will only pay for the part of the pair or set which is lost or destroyed, even if it cannot be replaced with a matching item. The insured value of the goods will be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

EXCLUSIONS

This Policy does not cover loss of, or damage to, the interest insured or liability or expense caused by any of the following:

1. On deck shipments
   Cargo shipped on deck in general purpose ISO fully enclosed shipping containers or cargo carried on deck without your privity, knowledge or consent, but subject to an under-deck bill of lading, is covered under this Policy.
   Other on-deck cargoes are covered on Policy conditions unless otherwise stated on the Policy Schedule which exclude loss, damage or expense caused by or arising from rust, oxidisation, discolouration, fresh water or sea-water unless as a result of a peril insured.

2. Expropriation
   The lawful seizure, confiscation, nationalisation or requisition of the interest insured.

3. Inherent vice
   Ordinary leakage, ordinary loss in weight or volume or inherent vice of the interest insured.

4. Insolvency of carrier
   Expense arising from the insolvency or financial default of the carrier

5. Labour shortage
   The absence, shortage or withholding of labour of any description resulting from any strike, lockout, labour disturbance, riot or civil commotion.

6. Antiques, paintings and pictures clause
   We will not be liable for loss or damage or expense caused by:
   - delay, confiscation or detention by customs or other officials or authorities,
   - wear and tear, moth, vermin, normal atmospheric or climatic conditions,
   - inherent vice of the goods.

7. Consequential loss/delay
   Loss arising from delay or consequential loss of any description even if consequent upon the happening of an insured event as specified in the applicable Institute Clauses.

8. Depreciation
   Depreciation or reduction in value of the insured goods due to repairs.

9. Electrical, mechanical and electronic failure
   Electronic, electrical or mechanical failure of the interest insured where there is no external visible evidence of damage from an insured event.

10. Pre-existing damage
    Loss or damage that existed or occurred prior to the commencement of the insured transit.

11. Rust/oxidisation discolouration
    Rust, oxidisation and/or discolouration unless caused by an insured event.

12. Radioactive contamination
    Loss, damage, liability or expense, directly or indirectly caused by or contributed to by or arising from:
    - ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
    - the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
    - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
    - 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,
    - any chemical, biological, bio-chemical and electromagnetic weapons.

13. War
    War, acts of war (whether war be declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority, unless the interest insured is in transit aboard a sea conveyance.

14. Sanctions limitation and exclusion clause
    You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

15. loss damage or expense attributable to wilful misconduct of the Assured.

16. ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject matter insured.

17. 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).

18. loss damage or expense caused by inherent vice or nature of the subject matter insured.

19. loss damage or expense caused by delay, even though the delay be caused by a risk insured against.

20. 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.

21. 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.

22. In no case shall this insurance cover loss damage or expense arising from:
    - 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;
    - 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.

23. 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.

24. In no case shall this insurance cover 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;
    - capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat;
    - derelict mines torpedoes bombs or other derelict weapons of war.

25. In no case shall this insurance cover loss damage or expense:
    - caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
    - resulting from strikes, lock-outs, labour disturbances, riots or civil commotions;
    - caused by 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;
    - caused by any person acting from a political, ideological or religious motive.

GENERAL CONDITIONS

Alteration of risk

The Insured must provide the Company with immediate written notice of:

a. every change which materially varies any of the facts or circumstances existing at the commencement of this Policy that comes to the Insured's knowledge, which will also be deemed to include the knowledge of any person whose knowledge would in law be the Assured's knowledge, and;
b. if the Assured does not provide such notification before the happening of an occurrence giving rise to a claim under this Policy then the Company may refuse to pay a claim, either in whole or in part.

No variation or waiver

The terms of this Policy bind all parties until otherwise changed. Such change will not be effective until confirmed in writing by the Company.

Subrogation Rights
In the event of payment under this Policy to or on behalf of the Insured, the Company shall be subrogated to all the Assured's rights of recovery against all persons and organisations and the Assured shall execute and deliver instruments and papers and do all that is necessary to assist the Company in the exercise of such rights.

Other insurance
If at the time of any occurrence there is, or but for the existence of this policy would be, any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence, the insurance under this policy shall be excess insurance over and above the amount of liability covered under such other policy of indemnity or insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.

Jurisdiction Clause
Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be applied for:

a. Any matter where an action for damages is brought in a court of law outside Fiji and not subject to Fiji Law
b. Costs and expenses of litigation which are not incurred within Fiji

Cancellation
This policy may be cancelled in accordance with the institute Clauses by either the Insured or the Company giving the requisite number of days notice in writing.

Marine Risks	:	At thirty (30) days notice
War Risks	:	Subject to the Institute War Cancellation Clause (currently 48 hours)
Strike Risks	:	At seven (7) days notice with exception to and from USA which are 48 hours notice

Cancellation shall become effective on the expiry of the requisite period of time from midnight of the day on which notice of cancellation is issued by or to the Company but shall not apply to risks which have attached before the cancellation becomes effective.

Fraud
If any claim under this policy shall be false or fraudulent in any respect then this insurance shall be void no benefits shall be paid, and any benefits already paid will be recoverable by the Company.

Proposal
The truth of the statement and answers in the proposal form submitted by the insured shall be a condition prevalent to any liability of the company to make payments under this policy.

CLAIMS

What to do in the case of loss or accident

1. Advise your insurance broker, agent or the nearest SUN office immediately. Assistance will be given and where necessary arrangements will be made for an assessor to assist you with the claim process

2. Complete the claim form and submit within 30days of the loss

3. The Assured must act as though uninsured and
   i. take all steps to minimise the loss or damage or any liability, and to safeguard the property insured
   ii. in the case of theft, vandalism or loss, the Police must be informed
   iii. send to us any communication received from any other person

4. The Assured must not, without written consent from the Company
   i. incur any expense in making good any loss or damage (other than to minimise the damage)
   ii. negotiate, pay, settle, admit or repudiate any claim to a third party

5. Await further instructions from SUN Insurance Company Limited.

1/1/09

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

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 any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers who shall have the right, at their own cost and expense, to defend the Assured against such claim.

EXCLUSIONS

4. In no case shall this insurance cover

4.1 loss damage or expense attributable to wilful misconduct of the Assured

4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

4.3 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)

4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

4.5 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)

4.6 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

4.7 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.

5. 5.1 In no case shall this insurance cover loss damage or expense arising from

5.1.1 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

5.1.2 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.

5.2 Exclusion 5.1.1 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.

5.3 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.

6. In no case shall this insurance cover loss damage or expense caused by

6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat

6.3 derelict mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense

7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions

7.3 caused by 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

7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 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

8.1.1 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,

8.1.2 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

8.1.3 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

8.1.4 on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the oversea vessel at the final port of discharge,

whichever shall first occur.

8.2 If, after discharge overside from the oversea 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 8.1.1 to 8.1.4, 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.

8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment 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

9. 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 8 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

9.1 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

9.2 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 8 above.

Change of Voyage

10. 10.1 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.*

10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), 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

11. 11.1 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.

11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the

Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 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.

14.2 **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

15. This insurance

15.1 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,

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

MINIMISING LOSSES

Duty of Assured

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

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

16.2 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

17. 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

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

LAW AND PRACTICE

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

NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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