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OCEAN MARINE CARGO WAR RISKS CLAUSES

I. Scope of cover

This insurance covers:

1. Loss of or damage to the insured goods caused directly by or consequent upon war , warlike operations , hostile acts , armed conflicts or piracy;
2. Loss of damage caused by capture , seizure , arrest , restraint or detainment arising from the events in Section I. 1. above.
3. Loss of damage caused by conventional weapons of war including mines, torpedoes and bombs.
4. Sacrifice in and contribution to General Average and Salvage Charges arising from the risks covered thereunder.

II. Exclusions

This insurance does not cover:

1. Loss, damage or expenses arising from any hostile use of atomic or nuclear weapons of war.
2. Any claim based upon loss of, or frustration of, the insured voyage caused by arrest restraint or detainment by any executive authorities, authorities in power or any other armed groups.

Commencement and Termination

1. This insurance shall attach from the time the insured goods are loaded on the seagoing vessel or lighter at the port of shipment named in the Policy until discharged overside from the seagoing vessel or lighter at the port of destination named in the Policy. If the insured goods are not discharged therefrom, the longest duration at the port of discharge shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port. Anchoring, mooring or securing at berth or place within the harbour shall be deemed as the vessel's arrival. In the absence of such berth or place, the vessel's arrival refers to the vessel's first anchoring, mooring or securing either at or off the intended port or at near the place of discharge.
2. In case of transshipment at an intermediate port, regardless of whether or not the insured goods are unloaded, the longest duration of this insurance at such port of transshipment shall be limited to fifteen (15) days counting from midnight of the day of the vessel's arrival at such port or place of discharge. However, this insurance shall reattach when the insured goods are loaded on the on carrying seagoing vessel.
3. If the contract of affreightment is terminated at a port or place other than the destination named in the Policy, such port or place shall be deemed the destination under the Policy and this insurance shall terminate according to Section 6.1. above. If the insured goods are to be reshipped to the original or any other destination, this insurance shall reattach when the good are loaded on the on carrying vessel provided notice is given to the Company and an additional premium is paid prior to the commencement of such further transit.
4. This insurance shall remain in force during any deviation, change of voyage, variation of adventure arising from the exercise of a liberty granted to the shipowner s under the contract of affreightment subject to immediate notice to the knowledge of the Insured.

Note:

These clauses are the clauses of an additional insurance to the Ocean Marine Cargo Insurance of the Company. In case of conflict between any clauses of these clauses and the ocean marine cargo clauses, these clauses shall prevail.

OCEAN MARINE INSURANCE CLAUSES (WOODOIL BULK)

I. Scope of Cover

This insurance covers:

1. Loss or damage arising from shortage or leakage howsoever caused, in excess of the deductibles stipulated in the Policy (Each tank to be deemed a separate insurance).
2. Loss or damage arising from contamination and/or isomerization howsoever caused.
3. Reasonable cost incurred by the Insured in salvaging the woodoil or averting or minimizing a loss recoverable under the Policy provided that such cost shall not exceed the sum insured of the goods so saved.
4. Sacrifice in and contribution to General Average and Salvage Charges.
5. Such proportion of losses sustained by the shipowners as is to be reimbursed by the cargo owners under the contract of affreightment "Both to Blame Collision" clause.

II. Exclusions

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured.
2. Loss or damage falling under the liability of the consignor.
3. Loss or damage arising from the inferior quality or shortage of the insured woodoil prior to the attachment of this insurance.
4. Loss or damage arising from loss of market and/of delay in transit and any expenses arising therefrom.
5. Risks and liabilities covered and excluded by the Ocean Marine Cargo War Risks and Strikes, Riot and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

1. This insurance attaches from the time the insured woodoil hereby leave the shore tanks or containers at the place of shipment named in the Policy for the commencement of the transit and continues in force during the ordinary course of the transit including pumping through pipe lines until the insured woodoil are safely delivered to shore tanks at the destination named in the Policy. In case the woodoil insured hereby is not discharged from the seagoing vessel or delivered to shore tanks, the longest duration of this insurance shall be limited to fifteen (15) days after the arrival of the seagoing vessel at the port of destination.
2. Where the insured woodoil hereby is forwarded to a port or place other than the destination named in the Policy in consequence of delay in transit, deviation, forced discharge, reshipment or

transshipment or change of voyage or termination of contract of affreightment arising from the exercise of a liberty granted to the shipowners thereunder, subject to immediate notice of the circumstances being given to the Company by the Insured and an additional premium being paid, if required, this insurance shall remain in force and shall terminate as hereunder;

(1) The insurance shall terminate upon the expiry of fifteen (15) days after completion of discharge from the seagoing vessel, it being warranted, however, that the insured woodoil shall in any case, be discharged within fifteen (15) days of the ship's arrival at the said port or place. If the goods are sold at such port or place, the insurance shall terminate immediately upon delivery thereof.

(2) If the insured woodoil are forwarded within the said period of fifteen(15) days to the destination named in the Policy or to any other destination, the insurance shall terminate according to (1) above.

IV. Special conditions

1. The Insured must complete the formalities and procure the certificates at the port of shipment as enumerated hereunder, failing which this insurance shall not be liable for any loss arising from the quality of the woodoil:

(1) The tanks of the carrying vessel must be cleaned prior to loading to the satisfaction of the attendant representative of the Commodity Inspection and Testing Bureau and a certificate obtained from the said Bureau.

(2) A thorough check of the gauge, weight and temperature of the woodoil shall be taken by the aforesaid Bureau after loading and a certificate issued. The weight loaded and ascertained by the aforesaid Bureau shall be taken as the quantity shipped.

(3) A certificate to be issued by the aforesaid Bureau upon tests of samples and verifying that the woodoil is completely free from contamination, isomerization or "Beta" condition at the time of loading shall be obtained.

2. In case the goods are discharged under conditions as stated in 2 of clause 6 hereof, they shall be tested and a certificate obtained certifying the quality thereof prior to discharge. The lighters engaged in the discharge of the woodoil, tanks or other containers ashore, and the lighters and tankers used for reshipment must be inspected by local competent surveyors and their certificate obtained.

3. Upon arrival of the insured woodoil at the destination named in the Policy, the Insured shall, prior to discharge, notify the surveying and claims settling agent named in the Policy for survey by a surveyor to be appointed by them of the temperature, gauge, weight and measurement of the woodoil in the tanks at the time of discharge as well as for chemical test or tests or samples by a competent analyst to be also appointed by them and issued by him of a certificate determining the quality of the woodoil at the time of discharge. Should lighters be employed upon arrival of the goods they shall be inspected by a competent surveyor prior to loading and a certificate issued by him.

V Duty of the Insured

It is the duty of the insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss or damage if and when such failure prejudices the interests of the Company.

1. The Insured shall take delivery of the insured woodoil in good time upon their arrival at the destination named in the Policy. In case of discovery of any loss of or damage to the insured woodoil the Insured shall immediately apply for survey to the surveying and/or claims settling agent stipulated in the Policy. Should the carrier, bailee or other relevant party or parties be responsible for such loss

or damage or shortage, the Insured shall file a claim, in writing, with whomsoever and if necessary obtain confirmation of extension of the time of validity of such claim.

2. The Insured shall take reasonable measures immediately in salvaging the woodoil imperilled by an event or events covered under this Policy or preventing or minimizing a loss or damage thereto. The measures so taken by the Insured shall not be deemed as a waiver of abandonment hereunder, nor shall they be deemed as an acceptance of abandonment in the event that such measures are taken by the Company.

3. In case of a change of voyage or any omission or error in the description of the interest, the name of the vessel or voyage, this insurance shall remain in force only upon prompt notice to the Company by the Insured when he becomes aware thereof and upon payment of an additional premium, if required.

4. The following documents should accompany any claim made hereunder against the Company:

Original Policy, Bill of Lading, Invoice, Certificate of Loss or Damage and/or Shortlanded Memo, Survey Report, Statement of Claim and various Certificates as stated in 1 to 3 of Clause çô herein above. If third party liability is involved, letters and cables relating to recourse against the responsible party or parties and other relative certificates of documents should also be submitted.

5. Immediate notice should be given to the Company when the cargo owner's actual responsibility under the contract of affreightment "Both to Blame Collision" clause becomes known.

VI. Settlement of Claim

1. If shortage or loss of or damage to the insured woodoil is established following survey and chemical test, it shall be assessed by comparison with the survey and test reports issued at the time of loading. In case of total loss. the quantity shipped as stated in 1.2. of clause çô hereof shall be taken as the basis for assessment.

2. In case of change in quality to the insured woodoil as certified in the test report, the Policy will be liable for the actual cost of refining, including shortage after refining, depreciation, cost of transportation, labor, storage and insurance, after deduction of the refining charges which would have normally been required.

3. All survey and testing fees shall be at the expense of the Insured . However, the necessary survey and testing fees incurred in determining the amount of a claim may be for the Company's account.

4. The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the seagoing vessel at the final port of destination.

AIR TRANSPORTATION CARGO WAR RISKS CLAUSES

I. Scope of Cover

This insurance covers:

1. Loss of damage to the insured goods caused directly by or consequent upon war , warlike operations , hostile acts , or armed conflicts ;

2. Loss or damage caused by capture , seizure , arrest , restraint or detainment arising from the events in Section I.1 above .

3. Loss or damage caused by conventional weapons of war including bombs .

II . Exclusions

This insurance does not cover:

1. Loss , damage or expenses arising from any hostile use of atomic or nuclear weapons of war .

2. Any claim based upon loss of , or frustration of , the insured voyage caused by arrest , restraint or detainment by any executive authorities , authorities in power or any other armed groups.

III. Commencement and Termination

This insurance shall attach from the time the insured goods are loaded on the aircraft at the place of shipment named in the policy until discharged from the aircraft at the destination named in the Policy. If the insured goods are not discharged therefrom , the longest duration of this insurance allowable on the insured goods upon arrival at the destination shall be limited to fifteen (15) days counting from midnight of the day of their arrival at the destination . In case of transshipment at an intermediate airport , the longest duration of this insurance at such airport shall be limited to fifteen (15) days counting from midnight of the day of the aircraft's arrival at such airport . However, this insurance shall reattach when the insured goods are loaded on the on carrying aircraft .

Note :

These clauses are the clauses of an additional insurance to Air Transportation Cargo Insurance Clause. In case of conflict between any clauses of these Clauses and the Air Transportation Cargo Clauses , these Clauses shall prevail .

PARCEL POST INSURANCE CLAUSES

1.Scope of Cover

This insurance is classified into Parcel Post Risks and Parcel Post All Risks and shall, in case of loss of or damage to the insured parcel, assume liability according to the conditions of the risks covered as specified in the Policy.

1.Parcel Post Risks

This insurance shall undertake to indemnify for:

1) Total or partial loss of the insured parcel caused by:

a) Heavy weather, lightning, tsunami, earthquake, flood;

b) Grounding, stranding, sinking, collision, overturning, derailing, crashing or missing of the carrying conveyance or;

c) Fire or explosion.

2) Reasonable cost incurred by the Insured in salvaging the insured parcel or averting or minimizing a loss recoverable under the Policy, provided that such cost shall not exceed the sum insured of the parcel so saved.

2. Parcel Post All Risks

Aside from the liability covered under the aforesaid Parcel Post Risks, this insurance shall also indemnify for total or partial loss of the insured arising from external causes in the course of transit.

II. Exclusions

This insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured.
2. Loss or damage falling under the liability of the consignor.
3. Loss or damage arising from the inferior quality or shortage of the insured parcel prior to attachment of this insurance.
4. Loss or damage arising from normal loss, inherent vice or nature of the insured parcel, loss of market and/or delay in transit and any expenses arising therefrom.
5. Risks and liabilities covered and excluded by the Parcel Post War Risks Clauses and Strikes, Riots and Civil Commotion Clauses of this Company.

III. Commencement and Termination of Cover

This insurance attaches from the time the insured parcel leave the premises or the place of business of the sender from transit to the post office and continues in force until the expiry of fifteen (15) days counting from midnight of the day of issuing of the notice of arrival of the parcel by the post office at the destination named in the policy when the parcel arrive there, or until delivery of the parcel to the premises or place of business of the recipient if such delivery takes place prior to the expiry of the aforesaid fifteen (15) days.

IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company reserves the right to reject his claim for any loss if and when such failure prejudices the rights of the company.

1. The Insured shall take delivery of the insured parcel in good time upon arrival there of at the destination named in the Policy. If the insured Parcel are found damaged, the Insured shall immediately apply for survey to the surveying and /or settling agent stipulated in the Policy. If the insured Parcel are found short in entire parcel on parcels or to show apparent traces of damage, the Insured shall obtain from the post office a certificate of shortage or damage and lodge a claim in writing with the said post office, obtaining, if necessary, its confirmation of an extension of the time limit of validity of such claim.
2. The Insured shall take reasonable measures immediately in salvaging the insured parcel or preventing or minimizing a loss or damage thereto, when they sustain loss or damage covered under this insurance. The measures so taken by the Insured shall not be considered as a waiver of abandonment hereunder, nor shall they be considered as an acceptance of abandonment in the event that they are taken by the Company.
3. The following documents should accompany any claim hereunder made against the company: Original Policy, Postal Receipt, Invoice, Packing List, Weight memo, Certificate of Loss or Damage or

Shortage, Survey Report and Statement of Claim. If any third party is involved, documents relative to pursuing of recovery from such party should also be included.

V. The Time of Validity of a Claim

The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of delivery of the insured parcel to the recipient.

PARCEL POST WAR RISKS INSURANCE CLAUSES

1.Scope of Cover

This insurance covers:

1. Loss of or damage to the insured goods caused directly by or consequent upon war, warlike operations, hostile acts, armed conflicts of piracy;
2. Loss or damage caused by capture, seizure, arrest, restraint or detainment arising from the events in Section I.1.above;
3. Loss or damage caused by conventional weapons of war including mines, torpedoes and bombs;
4. Sacrifice in and contribution to General Average and Salvage Charges arising from the risks covered hereunder.

II. Exclusions

This insurance does not cover

1. Loss, damage or expenses arising from any hostile use of atomic or nuclear weapons of war.
2. Any claim based upon loss of, or frustration of, the insured voyage caused by arrest, restraint or detainment by any executive authorities, authorities in power or any other armed groups.

III. Commencement and Termination

This insurance shall attach from the time the Post Office despatches the insured parcel after receipt thereof from their premises for the commencement of the transit until the insured parcel is delivered to the Addressee by the Post Office at the destination named in the Policy.

Note:

These Clauses are the clauses of an additional insurance to the Parcel Post Insurance Clauses. In case of conflict between any clauses of these Clauses and the Parcel Post Insurance Clauses ,these Clauses shall prevail.

CARGO STRIKE CLAUSE

1.Scope of Cover

Whereas the Cover against the Risks of Strikes is incorporated herein as indicated, this Policy undertakes to indemnify for:

1. Loss of or damage to the goods hereby insured directly caused by acts of strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions or by malicious acts of any person or persons whomsoever;

2. Sacrifice in and contribution to General Average and Salvage Charges arising from the acts as stated in 1. above.

II. Exclusions

This Policy does not cover loss of or damage to the insured goods arising from the absence or shortage of or incapability to employ labour during the time of strikes including damage to refrigerated goods attributed to the stoppage of refrigerating machinery caused by lack of power or fuel arising from the above.

Note:

This Clause is an additional Clause to different sets of Cargo Transportation Clauses. In case of conflict between this clause and clauses the different sets of cargo transportation Clauses, this clause shall prevail.

THEFT, PILFERAGE & NON-DELIVERY CLAUSES (INSURED VALUE)

To cover loss of or damage to the insured goods on the insured value caused by:

1. Theft and/or pilferage;

2. Non-Delivery of entire package:

3. Loss or damage for which the liability of the Shipowner or other party concerned is exempted by the Contract of Carriage

The Insured shall take delivery in good time and no claim shall be admitted unless survey shall have been applied for within 10 days after taking delivery in case of theft and/or pilferage and the Certificate of Non-delivery obtained from the party concerned in case of Non-delivery of entire package.

This Company is entitled to any amount recovered from the Shipowner or other parties concerned in respect of such losses up to the amount paid by this Company in respect of the loss.

FRESH WATER&/OR RAIN DAMAGE CLAUSE

This insurance covers loss of or damage to the insured goods directly caused by rain and/or fresh water, but no claim shall be admitted unless packages show external sign of such damage to contents or other appropriate evidence is provided and the Insured take delivery in good time and apply for survey within 10 days after taking delivery.

SHORTAGE CLAUSE

To cover risk of shortage occurring during the course of transit due to breakage of outer packing, or loss of quantity and actual shortage in weight in the case of bulk cargo, but excluding pillage.

INTERMIXTURE & CONTAMINATION CLAUSE

To cover risks of intermixture and contamination occurring during the course of transit.

LEAKAGE CLAUSE

To cover risk of leakage occurring during the course of transit caused by damage to the container, or deterioration of the insured goods resulting from leakage of liquid in which the insured goods are stored.

CLASH & BREAKAGE CLAUSE

To cover risks of breakage and clash occurring during the course of transit caused by shock, collision or press of the insured goods.

TAINT OF ODOUR CLAUSE

To cover risk of taint of odour of the insured edibles, Chinese medicine, toilet material etc. occurring during the course of transit effected by other goods.

SWEAT & HEATING CLAUSE

To cover risks of sweat, heating and wetting occurring during the course of transit arising from sudden change of temperature or breakdown of ventilation of the carrying vessel.

HOOK DAMAGE CLAUSE

To cover hook damage to the insured goods occurring during loading or unloading including expenses of reconditioning or change of packing, if any.

BREAKAGE OF PACKING CLAUSE

To cover loss or damage occurring during the course of transit caused by breakage of packing resulting from rough handling, loading and unloading including expenses of reconditioning and change of package(s), if any, for the safe prosecution of transportation.

RUST CLAUSE

To cover risk of rust occurring during the course of transit.

PERISHABLE GOODS CLAUSE

Warranted free of any claim for loss of market or loss, damage or deterioration arising from delay whether caused by a peril insured against or otherwise.

FAILURE TO DELIVER CLAUSE

This Company agrees to pay a total loss subject to full rights of subrogation in case the insured goods , once loaded on board the sea-going vessel, fail to be delivered at destination within 6 months of scheduled arrived date from howsoever cause.

Warranted all licenses obtained

Excluding losses and damages recoverable under the Ocean Marine Cargo Clauses and Ocean Marine Cargo War Risks Clauses.

IMPORT DUTY CLAUSE

This insurance covers the Insured's contingent interest on Import Customs Duty arising from the insured goods arriving at the port of destination damaged by a peril insured against but full import duty had been levied and paid thereon as if the goods had arrived sound provided claims payable hereunder shall not exceed _____ percent of the insured value on the damage portion of the insured goods.

ON DECK CLAUSE

In case the insured goods are shipped on deck, this insurance shall extend to cover the risks of jettison and/or washing overboard.

REJECTION CLAUSE

1.This Company will be liable for rejection and/or condemnation at the port of entry by the government of the country of import or its relevant Authorities and will indemnify the Insured on the basis of the insured value of the goods so rejected or condemned.

2.In the event of any embargo or prohibition being declared by the importing Country after the insured goods have left the port of shipment named in the policy ,this Company is only to pay the cost of return freight to the country of export or the additional freight to other destination ,but such return freight or additional freight or a additional freight shall not exceed the insured value of the goods so rejected.

3. This insurance shall terminate at the warehouse of the port of discharge after landing from the sea-going vessel or :

(1)On the expiry of 30 days after discharge of the goods from the sea-going vessel ;

(2)When the goods have been passed by the government of the country of import or its relevant Authorities .

Whichever shall first occur .

4. It is warranted by the Insured:

(1) That the production ,quality ,packing ,and inspection and testing of the insured goods shall comply with the relevant regulations of the country of origin and the importing country; and

(2) That all necessary valid permits and licenses of the insured goods must be obtained .

5. This insurance does not cover any loss arising from :

(1) Breach of any conditions stipulated in clauses 4 above .

(2) Loss of market .

(3) Misbranding ,faulty labels, misdescription of the insured goods or any error or omission in the contract of sale or other documents .

(4) Non-compliance with any regulations of the government of the country of origin of its relevant authorities on exported goods .

(5) Embargo or prohibition has already been declared by the importing country before the insured goods leave the port of shipment named in the policy .

(6) In the event of loss within the scope of cover ,the Insured shall notify this company immediately and take all possible measures as required by this company . All measures so taken by the Insured or by the Company on the goods rejected or condemned shall not be considered ,respectively ,as a waiver or an acceptance of claim.

AFLATOXIN CLAUSE

In the event that the cargo covered by this Policy/Certificate is rejected or confiscated or the original purpose thereof for which it is intended is compulsorily altered whilst this insurance is forced by reason of the existence of aflatoxin to an extent exceeding the limit sanctioned by the importing country as evidenced by the inspection by the local Health Authorities at the port or place of import ,this Company shall be liable to pay the insured value of the portion so rejected or confiscated or the loss arising from the alteration of the original purpose for which the cargo is intended.

In case of loss falling under this Clause, the Insured agrees, when required by this Company ,to make his best efforts to dispose of the cargo rejected or affected by the compulsory alteration of the original purpose for which it is intended or to apply for arbitration.

This Company shall not be liable for any loss arising from the rejection or confiscation or compulsory alteration of the original purpose for which the cargo is intended by the Authorities concerned due to causes other than the existence of aflatoxin.

FIRE RISK EXTENSION CLAUSE

(For Storage Of Cargo At Destinationhongkong, Including Kowloon Or Macao)

1. In the event the cargo hereby insured ,after being discharged at the final destination at Hong kong ,including Kowloon or Macao from the carrying conveyance ,be directed to be stored in warehouse(s) specifically designated by the Bank to whom the interests in the cargo are assigned as stated herein, this policy shall extend to cover fire risk at such warehouse(s) from the time the marine coverage hereto ceases to attach until:

(1) the termination of the said Banks, interests in the cargo ,or

(2) the expiration of 30 days counting from the day the marine coverage hereto ceases(the insured may however apply in writing prior to the expiration thereof for an extension at an additional premium to be arranged)

Whichever shall first occur.

2.Should after discharge from the carrying conveyance the cargo be stored in warehouse-(s) other than that/those stated in 1. above , this policy shall terminate in accordance with the condition of the Cargo Clauses of this Company.

SURVEY IN CUSTOMS CLAUSE

Notwithstanding the terms of the commencement and termination clause of the Ocean Marine Cargo Clauses, the risks of theft and/or pilferage and shortage covered hereunder shall be in force only up to the arrival of the insured goods at the Customs Compound at _____.

In case of loss being found at the above-mentioned place, application shall be made to the surveying and claims settling agent stipulated in the Policy for a survey and the ascertainment of the loss.

This Company shall not be liable for any loss or damage caused by theft and /or pilferage or shortage occurring after the completion of the above-mentioned survey.

SURVEY AT JETTY CLAUSE

Notwithstanding the terms of commencement and termination clause of the Ocean Marine Cargo Clauses, the risks of theft and/or pilferage and shortage covered hereunder shall be in force only up to the arrival of the insured goods at the landing shed at the final port of discharge. In case of loss being found at the above-mentioned place, application shall be made to the surveying and claims settling agent stipulated in the Policy for a survey and the ascertainment of the loss.

This Company shall not be liable for any loss or damage caused by theft and/or pilferage or shortage occurring after the completion of the above-mentioned survey.

CONTINGENCY INSURANCE CLAUSE (COVERS SELLERS' INTEREST ONLY)

This insurance covers the sellers' contingent interest in the goods against risks specified hereunder subject to the clauses printed and/or attached hereto. Claims in respect of loss buyer fail to pay for such lost or damaged goods. Underwriters are to be subrogated to the assured's rights against the buyer as other parties.

Any assignment of this policy, or of any interest or claim hereunder, shall discharge underwriters from all liability whatsoever.

LIVESTOCK&POULTRY INSURANCE CLAUSES (BY SEA, LAND OR AIR)

This Company writes insurance on livestock and poultry shipped by sea, land or air on the following Provisions.

1.Scope of Cover

This company shall be liable for all risks of death or mortality of the insured livestock and/or poultry during the course of transportation.

2.Exclusions

Notwithstanding the foregoing, this company shall not be liable for death or mortality:

- (1) caused by intentional act or fault of the Insured;
- (2) falling under the liability of the Consignor;
- (3) caused by war, strikes or delay in transit;
- (4) if the Insured livestock and/or poultry are not in a good state of health at the commencement of this insurance;
- (5) resulting from being in a parturient condition or from vaccination or inoculation or slaughter by authorities through infections for diseases or from lack of fodder ,or from prohibition of import or export or failure to pass test.

3.Commencement and Termination of Cover

This insurance shall commence on the loading of the insured livestock and /or poultry onto the carrying conveyance and terminate on the discharge therefrom at the destination. In case the insured livestock and/or poultry are not discharged from the carrying conveyance the longest duration of this

insurance shall be limited to 15 days counting from midnight of the day of the arrival of the carrying conveyance at the destination.

Warranted that the insured livestock and/or poultry must be properly and carefully loaded, carried and looked after by a designated caretaker during the whole course of transit.

4. Survey of Damage and Presentation of Claim

(1) The Insured shall take delivery of Insured livestock and/or poultry in good time upon arrival thereof at destination or port of destination named in the Policy and shall undertake to :

Apply immediately for survey to the surveying and claims settling agent stipulated in the Policy should the insured livestock and/or poultry be found dead. In case this Company has no surveying agent or claims settling agent locally, a local competent surveyor may be applied to for survey;

Lodge a claim with the Carrier or the party concerned in writing in case they should be held responsible for the death or mortality of the insured livestock and/or poultry.

(2) The Insured shall submit the following documents when presenting a claim to this company:

Original Policy or certificate of Insurance, original or copy of Bill of Lading and Invoice;

Certificate of death issued by the authority concerned, giving particulars and apparent cause of death.

When third party liability is involved, the letters cables relative to pursuing of recovery to and from the responsible party and the other essential certificates or documents shall be submitted in addition.

(3) The time of validity of a claim under this insurance shall not exceed a period of one year counting from the time of completion of discharge of the insured livestock and/or poultry from the carrying conveyance at the final port of discharge .

(4) This Company shall undertake to indemnify the Insured for the reasonable expenses incurred by him for having immediately taken effective measures in rescuing the insured livestock and or poultry found in danger but the amount of such indemnity shall not exceed the amount insured hereunder.

5. Treatment of Disputes

All disputes arising between the Insured and this Company shall be settled by friendly negotiation on the principles of seeking truth from facts and of fairness and reasonableness.

Where a settlement fails after negotiation and is necessary to submit to arbitration or take legal actions, such arbitration or legal actions shall be carried out at the place where the defendant is domiciled.

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