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**Name of the Clause:** Corn Trade F.P.A. Clauses  
**Subject of the Clause:** Self explanatory in the policy.  
**Category :** Cargo  
**Number:** Clause 169                      **Date:** 1<sup>st</sup> January 1961  
**Country:** United Kingdom              **Issued by:** See the Policy  
**Comments:**

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North Atlantic Shipments

# CORN TRADE F.P.A. CLAUSES

And

**CLAUSES FOR USE IN "INCREASED VALUE POLICIES"**

Agreed by

**THE LONDON CORN TRADE ASSOCIATION**

And

**THE LIVERPOOL CORN TRADE ASSOCIATION**

And

**THE INSTITUTE OF LONDON UNDERWRITERS,  
THE LIVERPOOL UNDERWRITERS' ASSOCIATION**

And

**LLOYD'S UNDERWRITERS' ASSOCIATION**

## Transit Clause

1. This insurance attaches from the time of loading of the goods on board the craft, lighter and/or vessel at the place named in the policy for the commencement of the transit and continues until the goods are 3 delivered to the Consignees' or other final warehouse at the destination named in the policy.

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**Extended Cover Clause**

2. Subject to the provisions of Clause 3 hereunder this insurance shall remain in force during
- (i) deviation, delay beyond the control of the Assured, forced discharge, re-shipment and transshipment
  - (ii) any other variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment,
- but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or 10 inherent vice or nature of the subject matter insured.

**Termination of Adventure Clause**

3. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated 13 before delivery of the goods into Consignees' or other final warehouse at the destination named in the policy, then, provided notice is given immediately after receipt of advices and subject to an additional premium if required, this insurance shall remain in force
- (i) until the goods are sold and delivered at each port or place
- or
- (ii) if the goods are forwarded to the destination named in the policy or to any other destination, until the goods have arrived at Consignees' or other final warehouse at such destination.

**Craft, &c Clause**

4. Including transit by craft, raft and/or lighter to and from the vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

**Change of Voyage Clause**

5. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

**F.P.A. Clause**

6. Warranted free from particular average unless the vessel, craft and/or lighter be stranded, sunk, burnt, or in collision with another ship or vessel but notwithstanding this warranty the Underwriters are to pay for loss of or damage to the interest hereby insured which may reasonably be attributed to fire, explosion or contact (other than collision with another ship or vessel) of the vessel and/or craft and/or lighter and/or conveyance with any substance, ice included, other than water, or owing to discharge of cargo at a port of distress.

To pay partial loss occurring during transshipment and to pay the insured value of any bag which may be totally lost in loading or discharge, and the insured value of any portion of the cargo condemned at the port of distress owing to perils insured against. Also to pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the Standard Form of English Marine Policy with the Institute Cargo Clauses (W.A.) attached.

This Clause shall operate during the whole period covered by the policy.

**Constructive Total Loss Clause**

7. In the event of damage to the goods no claim for Constructive Total Loss shall be recoverable hereunder unless they are reasonably abandoned on account of their actual total loss appearing to be unavoidable, neither shall a claim for Constructive Total Loss based upon the cost of recovering reconditioning and forwarding (or any of them) be recoverable unless such cost would exceed the value of the goods on arrival at the destination to which they are insured.

**G.A. Clause**

8. General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment.

**Seaworthiness Admitted Clause**

9. The seaworthiness of the vessel as between the Assured and the Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

**Bailee Clause**

10. In case of loss or damage which may result in a claim being made hereunder, the Assured undertake to cause appropriate measures to be taken to prevent any remedy against any carrier or other bailee becoming barred by reason of non-compliance with terms and conditions governing the liability of such carrier or other bailee. Should expenses be incurred thereby Underwriters will reimburse the Assured for such expenditure provided the loss or damage falls within the provisions of this insurance.

**“Both to Blame Collision” Clause**

11. This policy is extended to indemnify the Assured against such proportion of liability under the bill of lading "Both to Blame Collision" Clause as is in respect of a loss recoverable under the policy.

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

**War Risks Exclusion Clause**

12. Warranted free of the risks excluded from the Standard Form of English Marine Policy by the standard Free of Capture and Seizure Warranty in force at the time when the risk under this insurance attaches.

Should Clause N° 12 be deleted, the current Institute War Clauses (Corn Trade) shall be deemed to form part of this insurance.

**Strikes, &c, Exclusion Clause**

13. Warranted free of the risks excluded from the Standard Form of English Marine Policy by the standard Free of Strikes, Riots and Civil Commotions Warranty in force at the time when the risk under this insurance attaches.

Should Clause N° 13 be deleted, the current Institute Strikes Riots and Civil Commotions Clauses (Corn Trade) shall be deemed to form part of this insurance.

**Increased Value Clause**

14. In the event of any additional insurance being placed by the Assured for the time being on the cargo herein insured, the value stated in this policy shall, in the event of loss or claim, be deemed to be increased to the total amount insured at the time of loss or accident.

Where the insurance is on "increased value" the following Clause shall apply :

£                    being increased value of cargo to be deemed to be part of the total amount insured on the cargo valued at Bach total amount. Where the original policies effected on the cargo cover also "Advanced Freight" then the word "cargo" in this policy shall be deemed also to include "Advanced Freight".

In the event of any additional insurance being placed by the Assured for the time being on the cargo herein insured, the value of the cargo shall, in the event of loss or claim, be deemed to be increased to the total amount insured at the time of loss or accident.

**Reasonable Despatch Clause**

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

**NOTE -It is necessary for the Assured when they become aware of an event which is "held covered" under this policy to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.**