

## ROAD/RAIL CARGO CLAUSES (A)

### RISKS COVERED

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 2,3,4 and 5 below.

### EXCLUSIONS

2. In no case shall this insurance cover
  - 2.1 loss, damage or expense attributable to willful misconduct of the Assured
  - 2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this clause "packing " shall be deemed to include stowage in a container and employees shall not include independent contractors)
  - 2.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured
  - 2.5 loss, damage or expense attributable to delay, even though the delay be caused by a risk insured against
  - 2.6.1 loss, damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the conveyance
  - 2.6.2 loss, damage or expense arising from theft or criminal misappropriation or criminal breach of trust by carriers or their sub agents or sub contractors and or their drivers /employees
  - 2.7 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.
3. 3.1 In no case shall this insurance cover loss, damage or expense arising from unfitness of land conveyance, or container for the safe carriage of the subject-matter insured, where the Assured or their employees are privy to such unfitness, at the time the subject-matter insured is loaded therein.
- 3.2 The insurers waive any breach of the implied warranties of fitness of the conveyance to carry the subject matter insured to destination, unless the Assured or their employees are privy to such unfitness.
4. In no case shall this insurance cover loss, damage or expense caused by
  - 4.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 4.2 capture, seizure, arrest, restraint or detention, and the consequences thereof or any attempt thereat
  - 4.3 mines, bombs or other weapons of war.
5. In no case shall this insurance cover loss, damage or expense
  - 5.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
  - 5.3 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
  - 5.4 any person acting from a political, ideological or religious motive.

### DURATION

#### Transit Clause

6. 6.1 This insurance attaches from the time the goods are being loaded onto the conveyance at the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
  - 6.1.1 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
  - 6.1.2 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
  - 6.1.3 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
  - 6.1.4 on the expiry of 3 days after arrival of the carrying conveyance at the destination named herein, whichever shall first occur.
- 6.2 This insurance shall remain in force (subject to termination as provided for in Clauses 6.1.1 to 6.1.4 above and to the provisions of Clause 7 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to the carriers under the contract of carriage.

#### Termination of Contract of Carriage Clause

7. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a 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 6 above, then this insurance shall also terminate unless prompt notice is given to the Insurers and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the insurers, either

- 7.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 3 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur  
or
- 7.2 if the subject-matter insured is forwarded within the said period of 3 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 6 above.

#### Change of Voyage Clause

8. Where, after attachment of this insurance, the destination is changed by the Assured, this must be notified promptly to insurers for rates and conditions 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.

### **CLAIMS**

#### Insurable Interest

9. 9.1 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.
- 9.2 Subject to 9.1 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

10. 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 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 hereunder.

This Clause 10, shall be subject to the exclusions contained in Clauses 2,3,4 and 5 above, and shall not include charges arising from the fault, negligence, insolvency or financial default of the Assured or their employees.

#### Constructive Total Loss

11. 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 to the destination to which it is insured would exceed its value on arrival.

### **BENEFIT OF INSURANCE**

12. This insurance
- 12.1 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,
- 12.2 shall not extend to or otherwise benefit the carrier or other bailee.

### **MINIMISING LOSSES**

#### Duty of Assured

13. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 13.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
- 13.2 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

14. 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**

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

### **LAW AND PRACTICE**

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

**NOTE :** Where a continuation of cover is requested under Clause 7, or a change of destination is notified under Clause 8, there is an obligation to give prompt notice to the insurers and the right to such cover is dependent upon compliance with this obligation.