

GOODS IN TRANSIT INSURANCE POLICY

WHEREAS a proposal for the indemnity hereinafter expressed has been made to CAMPU LONPAC INSURANCE PLC (hereinafter called "the Company") by the Insured described in the Schedule hereto and carrying on the business stated in the attached Schedule which proposal is dated as stated in the attached Schedule and is to be the basis of this Policy and is deemed to be incorporated herein.

NOW THIS POLICY WITNESSETH THAT in consideration of the Insured paying to the Company for such indemnity the sum specified as the first premium in the Schedule. The Company hereby agrees with the Insured subject to the terms conditions and exceptions contained herein or endorsed hereon or which may hereafter be annexed hereto or endorsed or otherwise expressed hereon (all of which are to be taken as part of this Policy) that if after payment of the said premium and during the period of insurance stated in the attached Schedule or each subsequent period (if any) in respect of which the Insured shall have paid to the Company and it shall have accepted the sum required for the renewal of this Policy any of the property described in the attached Schedule shall be lost damaged or destroyed by any of the Insured Perils stated in the attached Schedule while such property is within (including direct transit within or between such territories) and is being loaded on to or carried by or unloaded from any conveyance specified in attached Schedule or whilst loaded on such conveyance and temporarily housed in course of transit. The Company will pay or at its option make good by repair reinstatement or replacement the amount of such loss damage or destruction.

PROVIDED ALWAYS that the liability of the Company under this Policy shall not exceed the sum specified in the attached Schedule as the limit of the Company's liability.

AND PROVIDED ALSO that the Company shall not be liable hereunder in respect of the first USD50-00 of each and every loss unless such loss arises from Fire or Explosion or from the overturning or impact with any object to the conveyance on which the property insured is being carried.

EXCEPTIONS

Except so far as the Company shall by endorsement hereon have agreed to the contrary this Policy does not cover:-

- (a) Loss or damage which is in any way caused or facilitated by the dishonesty of any person or persons in the service of or employed by the Insured.
- (b) Loss of or damage to livestock deeds bonds bills of exchange promissory notes money securities for money stamps documents of title to property precious metal or stones jewellery explosives or goods of a dangerous nature.
- (c) Breakage of clocks watches scientific instruments marble pictures china glass earthenware machinery metal castings articles of virtue or the like.
- (d) Damage to furniture including paintings pictures drawings etchings as the result of scratching rubbing or abrasion.
- (e) Loss or damage caused by hooks or slings.
- (f) Loss or damage due to wear and tear moth vermin insects damp mildew rust depreciation or gradual deterioration (not arising from any of the insured perils) contamination fermentation or spontaneous combustion.
- (g) Loss due to delay or loss of market or consequential loss or damage of any kind.
- (h) Loss or damage arising from War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Insurrection Military or Usurped Power Riot or Civil Commotion.

In the case of a conveyance which is the property of or is in the custody or control of the Insured this Policy does not insure against:-

- (i) Loss or damage caused by explosives or goods of a dangerous nature carried on the conveyance.
- (j) Loss or damage due to atmospheric conditions when the property insured is on an open conveyance unless such property shall have been adequately and properly protected by tarpaulin sheets.
- (k) Damage to other property caused by the leaking or spilling of liquid from container vessels unless caused by overturning or impact with any object of the conveyance in which such property is carried, or by loading or unloading.

This Policy does not cover:-

- (i) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (ii) Loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

The observance and fulfilment by the Insured of the terms hereof and the conditions contained herein or endorsed hereon shall be a condition precedent to any liability of the Company hereunder.

CONDITONS

1. All benefit under this Policy shall be forfeited if:-
 - (a) the Insured shall fail to take all reasonable measures
 - (i) to maintain in efficient condition any conveyance in his ownership or control the load on which is covered by this Policy.
 - (ii) to protect the property covered by this Policy from loss or damage.
 - (iii) to ensure that any conveyance employed is suitable for the purpose for which it is used.
 - (b) There shall have been in the proposal or in any statement for the continuance of this insurance or at any other material time any misrepresentation or omission.
 - (c) the circumstances in which this insurance was entered into shall have been altered without notice to the Company and its written consent to continue the insurance obtained.
2. Should the premium for this Policy be based or partly based on estimates furnished by the Insured (in which case a note to that effect will be endorsed hereon) the Insured shall within fourteen days after the end of each period of insurance render to the Company such particulars and information as the Company may require. The premium or such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to the retention by the Company of the amount specified in the Schedule as the minimum premium.
3. Immediately the Insured or any responsible person connected with the business of the Insured shall become aware of any loss or damage covered by this Policy they shall take all reasonable steps to minimise such loss or damage and to discover any guilty person or persons and to trace and recover the property lost. In the case of loss or damage by theft or pilferage immediate notice shall be given to the Police. Immediate notice of the loss or damage shall also be given in writing to the Company with particulars so far as the same shall then be known and within fourteen days thereafter the Insured shall deliver to the Company a statement of the loss or damage sustained in the form required by the Company furnishing evidence satisfactory to the Company to substantiate the claim. The Company may at any time and at its own expense and without prejudice to any question between it and the Insured take such steps as it thinks fit for the recovery of any of the property lost or stated to be lost and for this purpose the Insured shall as and when required give all information and assistance to the Company. The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without the like consent.
4. Any rights of indemnity vested in the Insured against third parties for loss or damage sustained in respect of which a claim is made hereunder may if and when the Company so desire and whether the amount of the Company' s liability hereunder has been ascertained or not be enforced by the Company for its own benefit and to the extent of its own loss and the Company may use the Insured' s name in any actions negotiations or proceedings in connection with any claim against third parties and the Insured shall render at the Company' s expense all necessary assistance in any such actions negotiations or proceedings.
5. If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used the Insured or by any one acting on his behalf to obtain any benefits under this Policy, all benefits hereunder shall be forfeited.
6. This Policy does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
7. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any rights as against it to any person other than the Insured except to a transferee approved by the Company and evidenced by an endorsement to such effect on the Policy.
8. The Company may at any time by giving ten (10) days' notice in writing to the Insured at his last known address, in which case the Company shall return to the Insured a proportionate part of the premium for the unexpired term of the Policy provided that if the premium be based or partly based on estimates furnished by the Insured, the premium shall be adjusted in accordance with Condition 2. This insurance may also be terminated at the request of the Insured by giving ten (10) days' notice in writing, in which case the Company will return to the Insured 90% of the proportionate part of the premium corresponding to the unexpired period of the insurance from the date of cancellation provided that no claims have been made during the current policy period.

9. Every notice or communication to be given or made under this Policy shall be in writing and shall be sent by post addressed to the Insured at the address stated in this Policy or the address of which the Insured has last given notice to the Company or as the case may be addressed to the Company at its Chief Office and shall state the number of the Policy.
10. No alteration in the terms of this Policy and no endorsement hereon or addition hereto will be held valid unless the same is made and signed at the Chief Office or a Divisional Office of the Company. In all cases where this Policy is void or the benefit hereunder is forfeited the premium paid in respect thereof will be retained by the Company.
11. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

CLAUSES / ENDORSEMENTS WHERE APPLICABLE AS STATED IN THE POLICY

PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Insurer within thirty (30) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro rata premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

Subject otherwise to the terms and conditions of this Policy.

INLAND TRANSIT (ALL RISKS) CLAUSE

Warranted held covered against All Risks of Loss and/or damage irrespective of percentage whilst in transit by road and/or rail and/or river, canal or inland waterway.

Risk to commence from the time of despatch from the Insured's warehouse and/or store and/or premises at the place named in the Policy for the commencement of the transit and to expire on delivery to the consignees premises at the destination named in the policy or after seven days from the time of arrival of the conveyance at destination whichever may first occur.

EXCLUDING

1. Loss, damage or expense caused by or arising out of inherent vice or the nature of the property insured or from loss of market.
2. Loss or damage arising out of mechanical derangement unless caused by the collision and/or overturning and/or derailment and/or stranding and/or burning and/or sinking of the conveyance.
3. Loss or damage arising as the consequence of hostilities or warlike operations (whether there be a declaration of war or not), civil war, revolution, rebellion, insurrection, civil strife arising therefrom or piracy.
4. Loss or damage caused by strikers, locked out workmen or persons taking part in labour disturbances riots or civil commotions.

Warranted free from liability for loss of or damage to goods whilst in the custody or care of any carrier or other bailee who may be liable for such loss or damage but only to the extent of such carrier's or bailee's liability.

WARRANTED NO LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF THEFT, PILFERAGE OR NON-DELIVERY TO ATTACH HERETO UNLESS NOTICE OF SURVEY HAS BEEN GIVEN TO THE COMPANY'S AGENTS WITHIN TEN DAYS OF THE EXPIRY OF RISK UNDER THE POLICY.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter
- 1.4 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
- 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370 (10/11/03)

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 1.1 Subject only to Clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380 (10/11/03)

IT CLARIFICATION CLAUSE

Property damage covered under this insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data of software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this insurance.

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of Insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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EXCESS CLAUSE

It is understood and agreed that notwithstanding anything contained in this Policy to the contrary the Insured in respect of each and every event shall be responsible for the Excess amount stated in the Schedule.

LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that notwithstanding anything stated herein to the contrary, the Policy is extended to cover any loss or damage to the insured property caused by insured perils arising during the course of loading and unloading.

UNATTENDED VEHICLE WARRANTY

It is hereby warranted that the vehicles named herein in this Policy shall be securely locked and must not be left unattended in a public place unless temporarily for the purpose of unloading of goods forming part of the Interests insured from the said vehicles(s) to any customer's premises.

LORRY CLAUSE

This insurance covers loss or damage occasioned by fire, collision, explosion, overturning, breakdown of bridges or other accidents of a like nature to the conveyance during transit.

ARMED ROBBERY/HOLD UP ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to cover the risk of armed robbery/hold up.

It is further declared and agreed that the words "armed robbery/hold up" shall mean taking of insured property:

- (a) by violence inflicted upon a custodian
- (b) by putting him in fear of violence.
- (c) from the custodian who has been killed or rendered unconscious.

SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.