

Insurance Terms No. 72

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THE GRAIN AND FEED TRADE ASSOCIATION

INSURANCE TERMS

Insurance cover shall be provided in the proportions and manner agreed pursuant to the sale contract, including whenever incorporated by reference the clause(s) set out in the following sections.

SECTION 1—CARGO CLAUSES (ALL RISKS)

1. This insurance attaches from the time the subject matter leaves the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
 - (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
 - (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elects to use either
 - (i) for storage other than in the ordinary course of transit
 - or
 - (ii) for allocation or distribution,
 - or (c) on the expiry of 60 days after completion of discharge overseaside of the subject matter hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject matter is to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 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 shipowners or charterers under the contract of carriage.
2. 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 adventure is otherwise terminated before delivery of the subject matter as provided for in Clause 1 above, then, subject to prompt notice being given to insurers/underwriters and to an additional premium if required, this insurance shall remain in force until either
 - (i) the subject matter is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseaside of the subject matter hereby insured from the overseas vessel at such port or place, whichever shall first occur,
 - or (ii) if the subject matter is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Termination of Adventure Clause
3. Including transit by craft raft or lighter to or from the overseas vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.

Craft and C. Clause
4. 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 subject matter insured, carrying vessel or voyage.

Change of Voyage Clause
5. This insurance is against all risks of loss of or damage to the subject matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

All Risk Clause
6. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject matter is reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter to the destination to which they are insured would exceed their value on arrival.

Constructive Total Loss Clause
7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of carriage.

G.A. Clause
8. The seaworthiness of any carrying vessel as between the Assured and insurers/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.

Seaworthiness Admitted Clause
9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. Should expenses be incurred thereby insurers/underwriters will reimburse the Assured for such expenditure provided the loss or damage falls within the provisions of this insurance.

Bailee Clause
10. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to Inure Clause
11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of carriage "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

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

"Both to Blame Collision" Clause

12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

F.C. and S. Clause

Should Clause No. 12 be deleted, or the relevant War Clauses as set out in Section 4 are specifically included then the same shall be deemed to form part of this insurance.

13. Warranted free of loss or damage

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

F.S.R and C.C. Clause

Should Clause No. 13 be deleted, or the relevant Strikes, Riots and Civil Commotions Clauses as set out in Section 5 be specifically included then the same shall be deemed to form part of this insurance.

14. In the event of any additional insurance being placed by the Assured for the time being on the subject matter 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 the subject matter to be deemed to be part of the total amount insured on the subject matter valued at such total amount.

Where the original policies effected on the subject matter, also cover Advance Freight then the word "subject matter" in this policy shall be deemed also to include "Advance Freight".

In the event of any additional insurance being placed by the Assured for the time being on the subject matter herein insured, the value of the subject matter 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.

Increased Value Clause

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

Reasonable Despatch Clause

16. Where the benefit of this insurance has been passed to a party hereunder in good faith who has bought or agreed to buy or acquired an insurable interest in the subject matter insured, the insurers/underwriters shall not reject a claim or invalidate this insurance on grounds of breach of obligation of good faith, or non-disclosure or misrepresentation and/or breach of any statutory obligation by any third party or by any other previous assured or on grounds of breach of warranty (whether express or implied) unless the party claiming hereunder is privy to the said breach, non-disclosure, misrepresentation or breach of warranty. *"No Policy Defence Admitted" Clause*

NOTE: It is necessary for the Assured when they become aware of an event under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters and the right to such cover is dependent upon compliance with this obligation.

SECTION 2—CARGO CLAUSES (W.A.)

1. This insurance attaches from the time the subject matter leaves the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
- (a) to the Consignee's other final warehouse or place of storage at the destination named in the policy,
- (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elects to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overseaside of the subject matter hereby insured from the overseaside vessel at the final port of discharge, whichever shall first occur.

If, after discharge overseaside from the overseaside vessel at the final port of discharge, but prior to termination of this insurance, the subject matter is to be forwarded to a destination other than that to which they are insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 2 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 shipowners or charterers under the contract of carriage, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

Transit Clause (incorporating Warehouse to Warehouse Clause)

2. 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 adventure is otherwise terminated before delivery of the subject matter as provided for in Clause 1 above, then, subject to prompt notice being given to insurers/underwriters and to an additional premium if required, this insurance shall remain in force until either

(i) the subject matter is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseaside of the subject matter hereby insured from the overseaside vessel at such port or place, whichever shall first occur,

or (ii) if the subject matter is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

3. Including transit by craft raft or lighter to or from the oversea vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.
Craft and C. Clause
4. 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 subject matter insured, carrying vessel or voyage.
Change of Voyage Clause
5. Warranted free from average under the percentage specified in the policy, unless general average, or the oversea vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty the insurers/underwriters are to pay the insured value of any bag or package forming part of the subject matter insured which may be totally lost in loading, transhipment or discharge, also for any loss of or damage to the subject matter insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of the subject matter at a port of distress. This Clause shall operate during the whole period covered by the policy.
Average Clause
6. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject matter is reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter to the destination to which they are insured would exceed their value on arrival.
Constructive Total Loss Clause
7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of carriage.
G.A. Clause
8. The seaworthiness of any carrying vessel as between the Assured and insurers/underwriters is hereby admitted.
Seaworthiness Admitted Clause
9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. Should expenses be incurred thereby insurers/underwriters will reimburse the Assured for such expenditure provided the loss or damage falls within the provisions of this insurance.
Bailee Clause
Not to Inure Clause
10. This insurance shall not inure to the benefit of the carrier or other bailee.
11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of carriage "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.
In the event of any claim by shipowners under the said Clause, the Assured agree to notify the insurers/underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.
"Both to Blame Collision" Clause
12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.
F.C. and S. Clause
Should Clause No. 12 be deleted, or the relevant War Clauses as set out in Section 4 are specifically included then the same shall be deemed to form part of this insurance.
13. Warranted free of loss or damage
 - (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
*F.S.R and C.C. Clause***Should Clause No. 13 be deleted, or the relevant Strikes, Riots and Civil Commotions Clauses as set out in Section 5 be specifically included then the same shall be deemed to form part of this insurance.**
14. In the event of any additional insurance being placed by the Assured for the time being on the subject matter 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 the subject matter to be deemed to be part of the total amount insured on the subject matter valued at such total amount.
Where the original policies effected on the subject matter, also cover Advance Freight then the word "subject matter" in this policy shall be deemed also to include "Advance Freight".
In the event of any additional insurance being placed by the Assured for the time being on the subject matter herein insured, the value of the subject matter 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.
Increased Value Clause
15. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
Reasonable Despatch Clause
16. Where the benefit of this insurance has been passed to a party hereunder in good faith who has bought or agreed to buy or acquired an insurable interest in the subject matter insured, the insurers/underwriters shall not reject a claim or invalidate this insurance on grounds of breach of obligation of good faith, or non-disclosure or misrepresentation and/or breach of any statutory obligation by any third party or by any other previous assured or on grounds of breach of warranty (whether express or implied) unless the party claiming hereunder is privy to the said breach, non-disclosure, misrepresentation or breach of warranty.
No Policy Defence Admitted" Clause

NOTE: It is necessary for the Assured when they become aware of an event under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters and the right to such cover is dependent upon compliance with this obligation.

SECTION 3—CARGO CLAUSES (F.P.A.)

1. This insurance attaches from the time the subject matter leaves the warehouse at the place named in the policy for the commencement of the transit and continues until the subject matter is delivered to the Consignee's or other final warehouse at the destination named in the policy. *Transit 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 transhipment
 - (ii) any other variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of carriage,but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured. *Extended Cover Clause*
3. 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 adventure is otherwise terminated before delivery of the subject matter 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 subject matter is sold and delivered at such port or place
 - (ii) if the subject matter is forwarded to the destination named in the policy or to any other destination, until the subject matter has arrived at Consignees' or other final warehouse at such destination. *Termination of Adventure Clause*
4. Including transit by craft, raft and/or lighter to and from the oversea vessel. Each craft, raft or lighter to be deemed a separate insurance. The Assured is not to be prejudiced by any agreement exempting lightermen from liability. *Craft and C. 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 subject matter insured, carrying vessel or voyage. *Change of Voyage Clause*
6. Warranted free from particular average unless the vessel and/or craft be stranded, sunk, burnt, or in collision with another ship or vessel but notwithstanding this warranty the insurers/underwriters are to pay for loss of or damage to the subject matter hereby insured which may reasonably be attributed to fire, explosion or contact (other than collision with another ship or vessel) of the oversea vessel and/or craft and/or conveyance with any substance, ice included, other than water, or owing to discharge of the subject matter at a port of distress. Insurers/underwriters shall pay partial loss occurring during transhipment and to pay the insured value of any bag or package forming part of the total subject matter insured which may be totally lost in loading or discharge, and the insured value of any portion of the subject matter condemned at a port of distress owing to perils insured against. Insurers/underwriters shall also pay special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which insurers/underwriters would be liable hereunder with the Cargo Clauses (W.A.), (as set out in GAFTA Form 72), attached. This Clause shall operate during the whole period covered by the policy. *F.P.A. Clause*
7. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject matter is reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject matter to the destination to which they are insured would exceed their value on arrival. *Constructive Total Loss Clause*
8. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of carriage. *G.A. Clause*
9. The seaworthiness of any carrying vessel as between the Assured and the insurers/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. *Seaworthiness Admitted Clause*
10. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised. Should expenses be incurred thereby, insurers/underwriters will reimburse the Assured for such expenditure provided the loss or damage reasonably falls within the provisions of this insurance. *Bailee Clause*
11. This insurance shall not inure to the benefit of the carrier or other bailee. *Not to Inure Clause*
12. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of carriage "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the insurers/underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. *"Both to Blame Collision" Clause*
13. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power. Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy. *F.C. and S. Clause*
Should Clause No. 12 be deleted, or the relevant War Clauses as set out in Section 4 are specifically included then the same shall be deemed to form part of this insurance.
14. Warranted free of loss or damage
 - (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions. *F.S.R and C.C. Clause***Should Clause No. 13 be deleted, or the relevant Strikes, Riots and Civil Commotions Clauses as set out in Section 5 be specifically included then the same shall be deemed to form part of this insurance.**

15. In the event of any additional insurance being placed by the Assured for the time being on the subject matter 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 the subject matter to be deemed to be part of the total amount insured on the subject matter valued at such total amount.
Where the original policies effected on the subject matter also cover Advance Freight then the word "subject matter" in this policy shall be deemed also to include "Advance Freight".
In the event of any additional insurance being placed by the Assured for the time being on the subject matter herein insured, the value of the subject matter 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.
Increased Value Clause
16. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.
Reasonable Despatch Clause
17. Where the benefit of this insurance has been passed to a party hereunder in good faith who has bought or agreed to buy or acquired an insurable interest in the subject matter insured, the insurers/underwriters shall not reject a claim or invalidate this insurance on grounds of breach of obligation of good faith, or non-disclosure or misrepresentation and/or breach of any statutory obligation by any third party or by any other previous assured or on grounds of breach of warranty (whether express or implied) unless the party claiming hereunder is privy to the said breach, non-disclosure, misrepresentation or breach of warranty. "No Policy Defence Admitted" Clause

NOTE: It is necessary for the Assured when they become aware of an event under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters and the right to such cover is dependent upon compliance with this obligation.

SECTION 4—WAR CLAUSES (CARGO)

1. This insurance covers the risks otherwise excluded under the standard F.C. and S. Clauses above, except as provided in Clause 3 below, loss of or damage to the subject matter insured caused by
 - 1.1. war civil war revolution insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2. capture seize arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3. derelict mines torpedoes bombs or other derelict weapons of war.
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 a risk covered under these clauses.
3. This insurance excludes
 - 3.1. any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detentions of Kings, Princes, Peoples, Usurpers or persons attempting to usurp power.
 - 3.2. loss, damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radio-active force or matter
 - 3.3. loss or damage proximately caused by delay inherent vice or loss of market, or any claim for expenses arising from delay except such expenses as would be recoverable in principle under English law and practice under York-Antwerp Rules.
4. Claims recoverable shall be payable irrespective of percentage.
5. This insurance, except for the risks of mines and derelict torpedoes, floating or submerged, referred to in Clause 6 below
 - 5.1. attaches from the time the subject matter insured or part thereof is loaded on the board the overseas vessel and continues, subject to 5.3 and 5.4 below, until such time as the subject matter insured or part thereof is discharged from the overseas vessel at the final port or place of discharge, or on expiry of 15 days counting from midnight of the day of arrival of the overseas vessel at the final port or place of discharge, whichever shall first occur.
 - 5.2. nevertheless, subject to prompt notice to the insurers/underwriters and to an additional premium, such insurance reattaches when, without having discharged the subject matter at the final port or place of discharge, the overseas vessel sails therefrom, and terminates, subject to 5.3 and 5.4 below, either as the subject matter or part thereof is thereafter discharged from the overseas vessel at the final (or substituted) port or place of discharge, or on expiry of 15 days counting from midnight of the day of re-arrival of the overseas vessel at the final port or place of discharge or arrival of the overseas vessel at a substituted port or place of discharge, whichever shall first occur.
 - 5.3. If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject matter for on-carriage by another overseas vessel, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the first overseas vessel at the intermediate port or place, but reattaches as the subject matter or part thereof is loaded on the second on-carrying overseas vessel. During the period of 15 days such insurance remains in force after discharge only whilst the subject matter or part thereof is at such intermediate port or place of discharge. If the insurance reattaches, it thereafter terminates in accordance with 5.1.
 - 5.4. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1. If the subject matter is subsequently reshipped to the original or any other destination, then, provided notice is given to the insurers/underwriters before the commencement of such further transit and subject to an additional premium, if any, such insurance reattaches.
 - (i) in the case of the subject matter having been discharged, as the subject matter or part thereof is loaded on the on-carrying overseas vessel for the voyage
 - (ii) in the case of the subject matter not having been discharged, when the overseas vessel sails from such deemed final port of discharge; thereafter such insurance terminates in accordance with 5.2.

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the overseas vessel is anchored moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the overseas vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge).
6. The insurance against the risks of mines and derelict torpedoes, floating or submerged,

- 6.1. attaches as the subject matter or part thereof is first loaded on any carrying vessel or craft after such subject matter leaves the warehouse or place of storage at the place named in the insurance for the commencement of the transit and
- 6.2. terminates either
- 6.2.1. as the subject matter or part thereof is discharged finally from any carrying vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the insurers/underwriters, or
- 6.2.2. when, before the subject matter is discharged finally from any carrying vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the insurers/underwriters the voyage or transit in the contract of carriage is terminated at a port or place other than the destination agreed therein, nevertheless subject to prompt notice to the insurers/underwriters and to an additional premium being agreed if required, such insurance reattaches, and thereafter terminates either
- (i) as the subject matter or part thereof is discharged from any carrying vessel or craft prior to sale and delivery at such port or place, or
 - (ii) unless otherwise specifically agreed by the insurers/underwriters, on the expiry of 60 days whilst afloat after completion of discharge overseas of the subject matter from an overseas vessel at such port or place, whichever shall first occur. If the subject matter is forwarded within the 60 days (or any agreed extension thereof) to the destination named in the insurance or to any other destination, then, subject to prompt notice to the insurers/underwriters and to an additional premium being agreed if required, such insurance remains in force until terminated as the subject matter or part thereof is finally discharged from any such vessel or craft prior to delivery to the warehouse or place of storage at the destination named in the insurance, or at a substituted destination in the event of a change of voyage agreed to by the insurers/underwriters.

(For the purpose of Clause 5 and Clause 6 "overseas vessel" shall be deemed to mean the vessel carrying the subject matter from one port or place to another where such voyage involves a sea passage by that vessel.)

7. Anything contained in this contract which is inconsistent with Clauses 3.1, 3.2, 5 or 6 shall, to the extent of such inconsistency, be null and void.
8. Subject to prompt notice to the insurers/underwriters and to an additional premium being agreed, the subject matter is held covered within the provisions of these clauses in the case of
- (i) change of or deviation from the voyage
 - (ii) variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of carriage.
9. 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 under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters and the right to such cover is dependent upon compliance with this obligation.

SECTION 5—STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSES

1. This policy covers loss of or damage to the subject matter hereby insured caused by
- (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) persons acting maliciously.
2. Warranted free of
- (i) loss or damage proximately caused by
 - (a) delay, inherent vice or nature of the subject matter hereby insured;
 - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion;
 - (ii) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules;
 - (iii) loss or damage caused by hostilities war-like operations, civil war, or by revolution, rebellion, insurrection or civil strife arising therefrom.
3. This insurance attaches from the time the subject matter leaves the warehouse at the place named in the policy for the commencement of the transit and continues until the subject matter is delivered to the Consignees' or other final warehouse at the destination named in the policy.
4. Subject to the provisions of Clause 5 hereunder this insurance shall remain in force during
- (i) deviation, delay beyond the control of the Assured, forced discharge, re-shipment and transhipment
 - (ii) any other variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of carriage.
5. 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 adventure is otherwise terminated before delivery of the subject matter 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 subject matter is sold and delivered at such port or place
 - (ii) if the subject matter is forwarded to the destination named in the policy or to any other destination, until the subject matter has arrived at Consignees' or other final warehouse at such destination.
6. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of carriage.
7. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.
8. 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 subject matter insured, carrying vessel or voyage.
9. 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 under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters, and the right to such cover is dependent upon compliance with this obligation.

**SECTION 6—AUSTRALIAN, CANADIAN, SOUTH AFRICAN AND UNITED STATES OF AMERICA ACTS
(Relating to Carriage of Goods by Sea)**

The assured is held covered against "loss or damage arising or resulting from act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship" for which the "carrier" or "ship" is relieved of responsibility under:

Article 4 of the Commonwealth of Australia Sea Carriage of Goods Act, 1924, or
Article IV Section 2 of the Rules appended to the Water Carriage of Goods Act, 1936, of Canada, or
Chapter 8 Section 309 (2) of the Union of South Africa Merchant Shipping Act, No. 57, of 1951, or
Section 3 of the Act of Congress of the United States, approved 13th February, 1893, or
Section 4; sub-Section 2 of the Carriage of Goods by Sea Act, 1936, of the United States of America

but nothing in this clause contained shall limit or affect any rights which insurers/underwriters may have by subrogation or otherwise, against the owners of the said vessel.

Claims arising under this clause are not subject to the F.P.A. warranty.

NOTE: It is necessary for the Assured, when they become aware of an event under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters, and the right to such cover is dependent upon compliance with this obligation.

SECTION 7—SPONTANEOUS COMBUSTION

Notwithstanding anything to the contrary this insurance covers loss of or damage to the subject matter insured caused by heating, sweating or spontaneous combustion.

NOTE: It is necessary for the Assured, when they become aware of an event under which it is "held covered" under this insurance to give prompt notice to insurers/underwriters, and the right to such cover is dependent upon compliance with this obligation.

SECTION 8 - Irrespective of which conditions and clauses have been agreed the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause (CL 370) and the Institute Cyber Attack Exclusion Clause (CL 380) shall apply in any case.

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**THE GRAIN AND FEED TRADE ASSOCIATION
9 LINCOLN'S INN FIELDS, LONDON WC2A 3BP**

E-mail Address: post@gafta.com

URL: www.gafta.com