

INSTITUTE AIR CARGO CLAUSES (ALL RISKS).

(excluding sendings by Post).

1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises 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, premises or place of storage at the destination named in the policy,

(b) to any other warehouse, premises or place of storage, whether prior to or at the destination named in the policy, which the Assured elect 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 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

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 the air carriers under the contract of carriage.

Transit Clause.
2. 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 adventure is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 1 above, then, subject to prompt notice being given to 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 place or, unless otherwise specially agreed, until the expiry of 30 days after completion of unloading of the subject-matter hereby insured from the aircraft at such place, whichever shall first occur,

or (ii) if the subject-matter is forwarded within the said period of 30 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. Held covered at a premium to be arranged in case of change of transit or of any omission or error in the description of the subject-matter insured or of the transit.

Change of Transit Clause.
4. 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. Claims recoverable hereunder shall be payable irrespective of percentage.

All Risks Clause.
5. 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.

Constructive Total Loss Clause.
6. 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.

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

Not to Inure Clause.
8. Warranted free of capture, seizure, arrest, restraint, or detainment, and the consequences thereof or of 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, floating or airborne object (other than a mine, torpedo or other warlike missile), heavy weather or fire unless caused directly (and independently of the nature of the venture or service which the aircraft concerned or, in the case of a collision, any other aircraft involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty

F.C. & S. Clause

'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.

Should Clause No.8 be deleted, the current Institute War Clauses (Air) (excluding sendings by Post) shall be deemed to form part of this insurance.

9. This policy is warranted free of 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, and from any claim for loss damage or expense arising from confiscation or nationalisation or requisition. Frustration & Confiscation Clause.
10. Warranted free of loss or damage F.S.R.& C.C. Clause.
(a) caused by strikes, 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.
11. Should Clause No.10 be deleted, this insurance covers loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions, but warranted free of loss or damage proximately caused by the absence, shortage or withholding of power, fuel or labour of any description whatsoever during any strike, lock-out, labour disturbance, riot or civil commotion, or of any claim for expenses arising from delay. S.R. & C.C. Clause.
12. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause.
- NOTE.- It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.