

Summary of Cover under Institute Cargo Clauses (A) and (Air)



The following is a brief summary of cover under Institute Cargo Clauses (A) and (Air) 01.01.09.



Risks Covered

This insurance covers ALL RISKS OF PHYSICAL LOSS OR DAMAGE TO THE GOODS insured but is subject to certain exclusions of which the main ones are listed below. It does not cover, for example consequential loss or liability for damage to other cargo but does include General Average and Salvage Charges.

Main Exclusions

Risks relating to war (including loss or damage caused by mines, etc left over from previous hostilities) and damage caused by strikers, terrorists and in riots are excluded. It is usual for these risks to be added back in to the insurance cover by the inclusion of the applicable Institute War and Strikes Clauses although there are still limitations to this cover. War risks only attach whilst the goods are on board an ocean vessel or aircraft and do not apply to land carriage where cover would need to be separately requested. In the case of strikes cover it should be noted that cover is restricted to physical loss or damage caused by strikers etc. and not the consequences of goods being held up by a strike.

The remaining exclusions mainly relate to circumstances that are either inevitable or avoidable as follows:

- Wilful misconduct of the insured
- Natural loss in weight or volume and wear and tear and ordinary leakage
- Insufficient packing or stowage where the assured stow the goods
- Inherent vice (a hidden defect which causes or contributes to its own deterioration)
- Delay - insurers will not pay for loss, damage or expense caused by delay; nor will they pay for any other consequences of the goods being delayed in transit
- Insolvency of owners or operators of the vessel
- Atomic or nuclear weapons
- Unseaworthiness or unfitness of the container or carrying conveyance where the insured are aware of this.

**For further information, please contact Hazel Downes
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Duration of cover

Goods are insured from the time that they are first moved in the warehouse or place of storage for the purpose of immediate loading onto the carrying vehicle and continues during the ordinary course of transit. Cover ceases on completion of unloading from the carrying conveyance at the specified warehouse or other nominated destination or on the expiry of 60 days after discharge from the ocean vessel (30 days from an aircraft) whichever shall first occur.

Only storage in the ordinary course of transit is covered (e.g. whilst in Customs shed pending clearance or during normal container loading and unloading) and no storage cover is provided prior to or after transit unless otherwise agreed by Insurers.

This is only a short summary of cover and the main exclusions and is intended as a guide only. Full details of the relevant Institute Cargo Clauses can be provided on request.

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