

(Applied according to the Decision No. 2483/2005-BM/BHHH dated 04/10/2005 of the Chief Executive Officer of BaoMinh Insurance Corporation)

1/1/87 (FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## **INSTITUTE CONTAINER CLAUSES – TIME TOTAL LOSS, GENERAL AVERAGE, SALVAGE, SALVAGE CHARGES, SUE AND LABOUR**

This insurance is subject to English law and practice

### **RISKS COVERED**

1. This insurance covers all risks of total loss (actual or constructive) of the subject-matter insured, except as provided in Clauses 4, 5, 6 and 7 below.
2. This insurance covers general average salvage and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject – matter insured shall be deemed to be insured for its full contributory value.

3. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “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 Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

### **EXCLUSIONS**

4. In no case shall this insurance cover
  - 4.1. loss damage or expense attributable to wilful misconduct of the Assured
  - 4.2. ordinary wear and tear, ordinary corrosion and rust, or gradual deterioration
  - 4.3. mysterious disappearance, unexplained loss and loss discovered upon taking inventory
  - 4.4. loss damage or expense caused by inherent vice or nature of the subject-matter insured

- 4.5. loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
- 4.6. loss damage or expense arising from insolvency or financial default
- 4.7. loss damage or expense arising from
  - unseaworthiness of vessel or craft,
  - unfitness of vessel craft or conveyance for the safe carriage of the subject-matter insured,where the Assured or their servants are privy to such unseaworthiness or unfitness.
5. In no case shall this insurance cover loss damage liability or expense caused by
  - 5.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
  - 5.2. capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
  - 5.3. derelict mines torpedoes bombs or other derelict weapons of war
  - 5.4. confiscation nationalisation requisition or pre-emption.
6. In no case shall this insurance cover loss damage liability or expense
  - 6.1. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
  - 6.2. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
  - 6.3. caused by any terrorist or any person acting from a political motive.
7. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **SCOPE OF INSURANCE**

8. Each container is covered, including whilst on deck, within the sea and territorial limits specified in the Schedule below. Breach of these limits held covered at a premium to be agreed, subject to prompt notice being given to the Underwriters.
9. If a container insured hereunder is sold leased or hired to a party not named as an Assured, the insurance of that container shall terminate automatically unless the Underwriters agree in writing to continue the cover.

**This Clause 9 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent therewith.**

## **CANCELLATION**

10. This insurance may be cancelled by either the Underwriters or the Assured giving 30 days' notice (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters).
  - 10.1. In the event of cancellation by the Underwriters, they shall allow pro rata daily net return of premium to the Assured.
  - 10.2. In the event of cancellation by the Assured, the Underwriters shall allow such return of premium as may be agreed.

## **ASSIGNMENT**

11. No assignment of or interest in this insurance or in any moneys which may be or become payable hereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## **CLAIMS**

12. 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.
13. In the event of accident whereby loss or damage may result in a claim under this insurance, prompt notice shall be given to the Underwriters or, if the container is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so wish.
14.
  - 14.1. In ascertaining whether a container is a constructive total loss, the insured value of that container shall be taken as the repaired value and nothing in respect of the damaged or scrap value shall be taken into account.
  - 14.2. No claim for constructive total loss based upon the cost of recovery and/or repair of a container shall be recoverable hereunder unless such cost would exceed the insured value of that container. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## **BENEFIT OF INSURANCE**

15. This insurance shall not inure to the benefit of any carrier or beilee other than the Assured.

**MINIMISING LOSSES**

- 16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
  - 16.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 16.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.
- 17. Measures taken by the Assured or the Underwriters 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.

**IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION**

**SCHEDULE**

<b>Subject-Matter Insured</b>			<b>Sea and Territorial Limits</b>	
Type & Size Value	Identification	Mark	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)	
Deductible			Oversea Vessels	
or as per schedule attached				