

Transportforsikring

Internt certifikat på selvforsikring

Internt policenummer:	2017-009
Forsikring:	Transportforsikring
Forsikringstager:	Nukissiorfiit/Grønlands Energiforsyning
Forsikrede genstande:	<p>Genstande af enhver art, der forsendes og hvor Nukissiorfiit er i risiko og har forsikringsrådheden, såsom men ikke begrænset til:</p> <p>Reservedele, kontorinventar og kontormaskiner, smørelolie i tønder, elektriske komponenter, høj- og lavspændingskabler, gittermasker, bygningsdele samt løsøre</p> <p>Desuden omfattes returvarer samt lejlighedsvis genstande for fremmed regning</p>
Forsikringssum:	<p>Kr. 25.000.000 for transporter foretaget med skib Kr. 500.000 for transporter foretaget med fly Kr. 500.000 for transporter foretaget med post Kr. 10.000.000 for transporter foretaget med øvrige transportmidler</p>
Selvrisiko:	Kr. 25.000 af enhver skade
Præmie:	Kr. 118.370
Præmieregulering:	Reguleres hvert år med baggrund i den realiserede transportomsætning.
Præmierate:	0,084%
Geografisk område:	Fra Danmark til Grønland og omvendt Internt i Grønland
Transportmiddel:	<p>Bil, færge, skib, fly, post eller et hvilket som helst transportmiddel, som måtte anses for egnet i Grønland</p> <p>Transport af løsthængende gods fra helikopter, er ikke omfattet af forsikringen, hvorfor herfor skal aftales særskilt.</p>
Gældende betingelser:	Udvidede Danske Betingelser Danske strejkebetingelser

Institute Cargo Clauses (A)
Institute Strike Clauses
Alle er vedhæftet

Forsikringsperiode: 12 måneder

Ikrafttrædelse: 01.01.2017

Hovedforfald: 01.01

Særlige betingelser

Forsikringssummens beregning

Forsikringssummen/erstatningsgrundlaget skal svare til forsikringsværdien, der beregnes således:

Forsendelsesværdi

- Køb: Købsfakturabeløbet med tillæg af 10% til dækning af avance, fragt og forsikringspræmie
- Salg: Salgsfakturabeløbet tillagt 10% til dækning af fragt og forsikringspræmie
- CIP og CIF salg: Salgsfakturabeløbet med tillæg af 10% til dækning af avance, fragtomkostninger og forsikringspræmie.
- Andre varer end ovennævnte herunder returvarer: varens værdi på afsendelsesdagen med tillæg af fragt og forsikringspræmie.

Omkostninger på bestemmelsesstedet er ikke omfattet af forsikringen.

War and Terrorism Exclusion

This policy excludes any actual og alleged liability costs or expenses arising directly or indirectly out of any one or more of the following:

- War, civil war, revolution, rebellion, insurrection or civil strife arising there from or any hostile act by or against a belligerent power
- Confiscation or expropriation
- Capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt threat
- Any terrorist act or any person(s) acting maliciously or from a political motive
- Strikes, locked-out workmen or persons taking part in labour disturbances, riots or civil commotion
- Derelict mines, torpedoes, bombs or other derelict weapons or war

Atomforurening

Atomforurening samt kemiske, biologiske, biokemiske eller elektromagnetiske våben

Uanset bestemmelserne i denne forsikring gælder følgende klausul:

Forsikringen dækker ikke skade, tab, omkostninger eller ansvar som er en direkte eller indirekte følge eller hidrørende fra:

- Ioniserende stråling eller radioaktiv forurening forårsaget af atomkernebrændsel, atomreaktion eller atomaffald
- Radioaktive, giftige, eksplosive eller andre forurenende egenskaber ved atomkerneanlæg, atomreaktorer eller andre atomkerneinstallationer samt komponenter heraf.
- Våben eller anden anordning i hvilke anvendes atomenergi eller kernespløtning (fission) og/eller kernesammensmeltning (fusion) eller anden lignende reaktion eller radioaktiv kraft eller substans.
- Radioaktive, giftige, eksplosive eller andre forurenende egenskaber

Denne undtagelse omfatter ikke radioaktive isotoper, bortset fra atomkernebrændsel, når sådanne isotoper fremstilles, transporteres, oplagres eller anvendes kommercielt, i landbruget, medicinalt, videnskabeligt eller til andre lignende fredelige formål.

- Kemiske, biologiske, biokemiske eller elektromagnetiske våben.

Særlige udvidelser/begrænsninger

Undtagelser:

Forsikringen dækker ikke:

- Temperaturregulerede transportere
- For- og eftertransporter, hvor vedkommende hovedtransport ikke er omfattet af forsikringen.
- Rejsegods, rejsekollektioner, pram- og lægtetransporter, tom returemballage eller lignende
- Dækslast, medmindre varen sendes i lukkede containere
- Under ophold for forarbejdning
- Levende dyr herunder fisk og skaldyr
- Planter
- Våben, ammunition smat brandfarlig, eksplosive eller ætsende stoffer

Ridser, skrammer og buler

Forsikringen er udvidet til at omfatte ridser, skrammer og buler på uemballeret gods. Selvrisko ved disse skader er kr. 100.000

Ind- og udbaksning

Forsikringen er udvidet til at omfatte skader sket i forbindelse med ind- og udbaksning til fundament.

Landtransport i Grønland

Forsikringen er udvidet til at omfatte skader sket i forbindelse med landtransport i Grønland, fra havn/lufthavn til Nukissiorfiit anlæg.

UDVIDEDE DANSKE BETINGELSER – 2010

Forsikringens omfang

- § 1 Forsikringen dækker fysisk skade på eller tab af de forsikrede genstande som følge af, at en ulykkelig hændelse rammer disse, dog med de undtagelser der følger af §§ 4, 5 og 6.
- § 2 Forsikringen dækker bidrag til havari grosse samt bjærgeløn opgjort i henhold til gældende lov og praksis, dog med de undtagelser der følger af §§ 4, 5 og 6.
- § 3 Forsikringen dækker særlige omkostninger som følger:
- 3.1 Medfører en af forsikringen omfattet ulykkelig hændelse, at transporten afbrydes i anden havn eller på anden plads end det for forsikringen gældende bestemmelsessted, erstatter selskabet rimelige omkostninger afholdt i forbindelse med videretransport til dette bestemmelsessted.
- 3.2 Selskabet erstatter rimelige omkostninger, som den forsikrede eller dennes ansatte har afholdt for at afværge eller begrænse skade i henhold til § 9.

Forsikringens undtagelser

- § 4 Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
- 4.1 At den forsikrede eller dennes ansatte ved handling eller undladelse forsætlig har forårsaget forsikringsbegivenheden.
- 4.2 De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de almindelige påvirkninger under transporten.
- 4.3 Sædvanligt svind.
- 4.4 Uegnet eller mangelfuld emballering eller forberedelse af de forsikrede genstande for at beskytte mod almindelige påvirkninger under transporten, når denne emballering eller forberedelse er foretaget af den forsikrede eller dennes ansatte eller er foretaget før forsikringsdækningens begyndelse.
Denne undtagelse gælder ikke, når emballering eller forberedelse er foretaget af selvstændig tredjemand.
- 4.5 U hensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel for at beskytte mod almindelige påvirkninger under transporten, medmindre stuvningen er udført af speditør, transportør eller anden selvstændig tredjemand efter forsikringsdækningens begyndelse.
- 4.6 Forsinkelse, uanset årsag til denne.
- 4.7 Reders, korresponderende reders, befragters eller operatørs insolvens eller betalingsmisligholdelse, hvis den forsikrede eller dennes ansatte på det tidspunkt, hvor lastningen påbegyndes, er vidende om eller burde være vidende om, at sådan insolvens eller misligholdelse af betalingsforpligtigelse kunne forhindre en normal gennemførelse af transporten.
- 4.8 At skib eller fartøj er usødygtigt eller skib, fartøj eller andet transportmiddel i øvrigt er uegnet til på forsvarlig måde at transportere de forsikrede genstande.
Denne bestemmelse gælder kun, når den forsikrede eller dennes ansatte på det tidspunkt, hvor de forsikrede genstande lastes i transportmidlet, er vidende om eller burde være vidende om sådan usødygtighed eller uegnethed.
- 4.9 At containere eller lignende transportindretninger er uegnede til på forsvarlig måde at transportere de forsikrede genstande.
Denne bestemmelse gælder kun, hvor lastning i container eller transportindretning er foretaget før forsikringsdækningens begyndelse eller er foretaget af den forsikrede eller dennes ansatte, og disse på tidspunktet, hvor lastningen påbegyndes, er vidende om eller burde være vidende om sådan uegnethed.
- 4.10 Frigørelse af atomenergi, kernespløtning (fission) eller kernesammensmeltning (fusion).
Denne bestemmelse gælder skader, tab eller omkostninger forårsaget af sådanne direkte eller indirekte hændelser.
- § 5 Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
- 5.1 Krig eller krigslignende begivenheder samt miner, torpedoer og lignende, selv i fredstid.
- 5.2 Oprør eller borgerlige uroligheder, hvorunder krigsvåben anvendes.
- 5.3 Arrest, beslaglæggelse eller anden foranstaltning fra regeringer eller myndigheder.
- § 6 Forsikringen dækker ikke skade, tab eller omkostninger:
- 6.1 Forvoldt af personer under deltagelse i strejke, lockout, andre uroligheder eller optøjer.

- 6.2 Som følge af strejke, lockout, andre uroligheder eller optøjer.
- 6.3 Forvoldt af personer, som handler ud fra politiske, ideologiske eller religiøse motiver.
- 6.4 Forvoldt ved terrorisme, udført af personer, som handler på vegne af eller i forbindelse med organisationer, som ved magt eller vold udfører aktiviteter rettet imod at styrte eller påvirke lovlige eller ikke-lovlige regeringer.

Forsikringsdækningens begyndelse og ophør

- § 7 Forsikringen træder i kraft, når den forsikrede genstand løftes eller flyttes i bygning eller ved lager på det for transporten gældende afgangssted, og dette foregår direkte i forbindelse med læsning på eller i transportmidlet for umiddelbart herefter at påbegynde transporten.
- 7.1 Forsikringen dækker under transportens almindelige forløb og ophører i følgende situationer – hvad der først måtte indtræffe:
 - 7.1.1 Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i bygning eller ved lager på det for transporten gældende bestemmelsessted.
 - 7.1.2 Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i anden bygning eller ved andet lager før eller på andet end det for transporten gældende bestemmelsessted, og som den forsikrede eller dennes ansatte vælger at benytte enten til oplagring, der ikke er et led i transportens almindelige forløb, eller til distribution.
 - 7.1.3 Når den forsikrede eller dennes ansatte vælger at benytte transportmidlet eller containere til oplagring, der ikke er et led i transportens almindelige forløb.
 - 7.1.4 Forsikringen ophører dog i alle tilfælde senest 60 dage efter, at den forsikrede genstand er losset fra det søgående skib i bestemmelseshavnen.
 - 7.2 Forsikringen dækker tillige under afvigelse fra transportens almindelige forløb, herunder usædvanlige ophold, omladninger samt forsendelse med andre transportmidler, men ophører som ovenfor anført. Det er dog en forudsætning, at selskabet underrettes om sådan afvigelse umiddelbart efter, at den forsikrede eller dennes ansatte får kendskab hertil.

Tredjemands interesse

- § 8 Denne forsikring skal ikke gælde til fordel for transportører og/eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

Skadeforebyggelse og -begrænsning

- § 9 I tilfælde af at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre, som handler på den forsikredes vegne, forpligtet til:
- 9.1 at træffe rimelige foranstaltninger til at afværge eller begrænse skaden
- og
- 9.2 at træffe nødvendige foranstaltninger til sikring og gennemførelse af krav over for tredjemand, herunder transportører eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.
- Ud over erstatningsberettiget skade erstatter selskabet alle rimelige omkostninger ved udførelsen af disse pligter.

Retablering

- § 10 I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand, erstatter selskabet inden for forsikringssummen for den pågældende genstand enten omkostningerne ved den nødvendige reparation/rekonditionering eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

Retsgrundlag

- § 11 For denne forsikring gælder i øvrigt Dansk Søforsikrings-Konvention af 2. april 1934.

01.01.2010

INSTITUTE CARGO CLAUSES (A)

RISKS COVERED

Risks

1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.

General Average

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 any cause except those excluded in Clauses 4, 5, 6 and 7 below.

"Both to Blame Collision Clause"

3. This insurance indemnifies the Assured, in respect of any risk insured herein, against liability incurred under any Both to Blame Collision Clause in the contract of carriage. In the event of any claim by carriers under the said Clause, the Assured agree to notify the Insurers 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 leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 4.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 4.5 loss damage or expense 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 caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 4.7 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5.
 - 5.1 In no case shall this insurance cover loss damage or expense arising from
 - 5.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 5.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 5.2 Exclusion 5.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 5.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.
6. In no case shall this insurance cover loss damage or expense caused by
 - 6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - 6.3 derelict mines torpedoes bombs or other derelict weapons of war.
7. In no case shall this insurance cover loss damage or expense
 - 7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - 7.3 caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 7.4 caused by any person acting from a political, ideological or religious motive.

DURATION

Transit Clause

8. 8.1 Subject to Clause 11 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
- 8.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
 - 8.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 8.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
 - 8.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 8.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 8.1.1 to 8.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 8.3 This insurance shall remain in force (subject to termination as provided for in Clauses 8.1.1 to 8.1.4 above and to the provisions of Clause 9 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 carriers under the contract of carriage.

Termination of Contract of Carriage

9. 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 transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 8 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 9.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
or
 - 9.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

Change of Voyage

10. 10.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 10.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 8.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

11. 11.1 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.
- 11.2 Subject to Clause 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Forwarding Charges

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter insured is covered under this insurance, the Insurers will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter insured to the destination to which it is insured.

This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their employees.

Constructive Total Loss

13. 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 insured to the destination to which it is insured would exceed its value on arrival.

Increased Value

14. 14.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

15. This insurance
15.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
15.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

16. It is the duty of the Assured and their employees 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 Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

17. Measures taken by the Assured or the Insurers 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.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 9, or a change of destination is notified under Clause 10, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

CL382 - 01/01/2009

DANSKE STREJKE BETINGELSER – 2010

Forsikringens omfang

- § 1 Forsikringen dækker, med de undtagelser der følger af §§ 4 og 5, fysisk skade på eller tab af de forsikrede genstande
- 1.1 forvoldt af personer under deltagelse i strejke, lockout, andre uroligheder eller optøjer
 - 1.2 forvoldt af personer, som handler ud fra politiske, ideologiske eller religiøse motiver
 - 1.3 forvoldt ved terrorisme, udført af personer, som handler på vegne af eller i forbindelse med organisationer, som ved magt eller vold udfører aktiviteter rettet imod at styrte eller påvirke lovlige eller ikke-lovlige regeringer
- § 2 Forsikringen dækker bidrag til havari grosse samt bjærgeløn opgjort i henhold til gældende lov og praksis, dog med de undtagelser der følger af §§ 4 og 5.
- § 3 Selskabet erstatter rimelige omkostninger, som den forsikrede har afholdt for at afværge eller begrænse skade i henhold til § 8.

Forsikringens undtagelser

- § 4 Forsikringen dækker ikke skade, tab eller omkostninger som følge af:
- 4.1 At den forsikrede ved handling eller undladelse forsættelig har forårsaget forsikringsbegivenheden.
 - 4.2 De forsikrede genstandes egen beskaffenhed, herunder at disse ikke kan tåle de almindelige påvirkninger under transporten.
 - 4.3 Sædvanligt svind.
 - 4.4 Uegnet eller mangelfuld emballering eller forberedelse af de forsikrede genstande for at beskytte mod almindelige påvirkninger under transporten, når denne emballering eller forberedelse er foretaget af den forsikrede eller dennes ansatte eller er foretaget før forsikringsdækningens begyndelse.
Denne undtagelse gælder ikke, når emballering eller forberedelse er foretaget af selvstændig tredjemand.
 - 4.5 U hensigtsmæssig eller mangelfuld stuvning i container eller transportmiddel for at beskytte mod almindelige påvirkninger under transporten, medmindre stuvningen er udført af speditør, transportør eller anden selvstændig tredjemand efter forsikringsdækningens begyndelse.
 - 4.6 Forsinkelse, uanset årsag til denne.
 - 4.7 Fravær, bortebleven eller tilbageholdelse af arbejdskraft som er en følge af strejke, lockout, andre uroligheder eller optøjer.
 - 4.8 Bortfald eller opgivelse af rejsen.
 - 4.9 Reders, korresponderende reders, befragters eller operatørs insolvens eller betalingsmisligholdelse, hvis den forsikrede eller dennes ansatte på det tidspunkt, hvor lastningen påbegyndes, er vidende om eller burde være vidende om, at sådan insolvens eller misligholdelse af betalingsforpligtigelse kunne forhindre en normal gennemførelse af transporten.
 - 4.10 At skib eller fartøj er usødygtigt eller skib, fartøj eller andet transportmiddel i øvrigt er uegnet til på forsvarlig måde at transportere de forsikrede genstande.
Denne bestemmelse gælder kun, når den forsikrede eller dennes ansatte på det tidspunkt, hvor de forsikrede genstande lastes i transportmidlet, er vidende om eller burde være vidende om sådan usødygtighed eller uegnethed.
 - 4.11 At containere eller lignende transportindretninger er uegnede til på forsvarlig måde at transportere de forsikrede genstande.
Denne bestemmelse gælder kun, hvor lastning i container eller transportindretning er foretaget før forsikringsdækningens begyndelse eller er foretaget af den forsikrede eller dennes ansatte, og disse på tidspunktet, hvor lastningen påbegyndes, er vidende om eller burde være vidende om sådan uegnethed.
 - 4.12 Frigørelse af atomenergi, kernespløtning (fission) eller kernesammensmeltning (fusion).
Denne bestemmelse gælder skader, tab eller omkostninger forårsaget af sådanne direkte eller indirekte hændelser.
- § 5 Forsikringen dækker ikke skade, tab eller omkostninger som følge af
- 5.1 krig eller krigslignende begivenheder samt miner, torpedoer og lignende, selv i fredstid
 - 5.2 oprør eller borgerlige uroligheder, hvorunder krigsvåben anvendes
 - 5.3 arrest, beslaglæggelse eller anden foranstaltning fra regeringer eller lovlige myndigheder

Forsikringsdækningens begyndelse og ophør

- § 6 Forsikringen træder i kraft, når den forsikrede genstand løftes eller flyttes i bygning eller ved lager på det for transporten gældende afgangssted, og dette foregår direkte i forbindelse med læsning på eller i transportmidlet for umiddelbart herefter at påbegynde transporten.
- 6.1 Forsikringen dækker under transportens almindelige forløb og ophører i følgende situationer – hvad der først måtte indtræffe:
- 6.1.1 Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i bygning eller ved lager på det for transporten gældende bestemmelsessted.
- 6.1.2 Når den forsikrede genstand efter aflæsning i direkte forbindelse hermed placeres i anden bygning eller ved andet lager før eller på andet end det for transporten gældende bestemmelsessted, og som den forsikrede eller dennes ansatte vælger at benytte enten til oplagring, der ikke er et led i transportens almindelige forløb, eller til distribution.
- 6.1.3 Når den forsikrede eller dennes ansatte vælger at benytte transportmidlet eller containere til oplagring, der ikke er et led i transportens almindelige forløb.
- 6.1.4 Forsikringen ophører dog i alle tilfælde senest 60 dage efter, at den forsikrede genstand er losset fra det søgående skib i bestemmelseshavnen.
- 6.2 Forsikringen dækker tillige under afvigelse fra transportens almindelige forløb, herunder usædvanlige ophold, omladninger samt forsendelse med andre transportmidler, men ophører som ovenfor anført. Det er dog en forudsætning, at selskabet underrettes om sådan afvigelse umiddelbart efter, at den forsikrede eller dennes ansatte får kendskab hertil.

Tredjemands interesse

- § 7 Denne forsikring skal ikke gælde til fordel for transportører og/eller andre, i hvis varetægt de forsikrede genstande er eller har været overladt.

Skadeforbyggelse og -begrænsning

- § 8 I tilfælde af at en af forsikringen omfattet skade er indtruffet eller frygtes at være umiddelbart forestående, er den forsikrede, dennes ansatte og andre som handler på den forsikredes vegne, forpligtet til
- 8.1 at træffe rimelige foranstaltninger til at afværge eller begrænse skaden
- og
- 8.2 at træffe nødvendige foranstaltninger til sikring og gennemførelse af krav overfor tredjemand, herunder transportører eller andre i hvis varetægt de forsikrede genstande er eller har været overladt
- Udover erstatningsberettiget skade erstatter selskabet alle rimelige omkostninger ved udførelsen af disse pligter.

Retablering

- § 9 I tilfælde af erstatningsberettiget skade på eller tab af en del eller dele af en forsikret genstand erstatter selskabet, inden for forsikringssummen for den pågældende genstand, enten omkostningerne ved den nødvendige reparation/rekonditionering eller omkostningerne ved fornyelse af de(n) pågældende del(e), herunder rimelige transportomkostninger.

Retsgrundlag

- § 10 For denne forsikring gælder i øvrigt Dansk Søforsikrings-Konvention af 2. april 1934.

01.01.2010

INSTITUTE STRIKES CLAUSES (CARGO)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3 any person acting from a political, ideological or religious motive.

General Average

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.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
 - 3.6 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the voyage
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.8 any claim based upon loss of or frustration of the voyage or adventure
 - 3.9 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
4.
 - 4.1 In no case shall this insurance cover loss damage or expense arising from
 - 4.1.1 unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the subject-matter insured, where the Assured are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein
 - 4.1.2 unfitness of container or conveyance for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading.
 - 4.2 Exclusion 4.1.1 above shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 4.3 The Insurers waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination.

DURATION

Transit Clause

5. 5.1 Subject to Clause 8 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit,
- continues during the ordinary course of transit
- and terminates either
- 5.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 5.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 5.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or
- 5.1.4 on the expiry of 60 days after completion of discharge overseas of the subject-matter insured from the overseas vessel at the final port of discharge,
- whichever shall first occur.
- 5.2 If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 5.1.1 to 5.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 5.3 This insurance shall remain in force (subject to termination as provided for in Clauses 5.1.1 to 5.1.4 above and to the provisions of Clause 6 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 carriers under the contract of carriage.

Termination of Contract of Carriage

6. 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 transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 5 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 6.1 until the subject-matter insured is sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the subject-matter insured at such port or place, whichever shall first occur,
- or
- 6.2 if the subject-matter insured is forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Voyage

7. 7.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 7.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 5.1), but, without the knowledge of the Assured or their employees the ship sails for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

8. 8.1 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.
- 8.2 Subject to Clause 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

9. 9.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10. This insurance

10.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,

10.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

11. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

12. Measures taken by the Assured or the Insurers 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.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

14. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 6, or a change of destination is notified under Clause 7, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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INSTITUTE STRIKES CLAUSES (AIR CARGO)

RISKS COVERED

Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
 - 1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 1.2 any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - 1.3 any person acting from a political, ideological or religious motive.

Salvage Charges

2. This insurance covers salvage charges incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clause 3 below.

EXCLUSIONS

3. In no case shall this insurance cover
 - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
 - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
 - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
 - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
 - 3.5 loss damage or expense arising from unfitness of aircraft conveyance or container for the safe carriage of the subject-matter insured, where loading therein or thereon is carried out prior to attachment of this insurance or by the Assured or their employees and they are privy to such unfitness at the time of loading. This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.
 - 3.6 loss damage or expense caused by delay, even though the delay be caused by a risk insured against
 - 3.7 loss damage or expense caused by insolvency or financial default of the owners managers charterers or operators of the aircraft where, at the time of loading of the subject-matter insured on board the aircraft, the Assured are aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal prosecution of the transit.
This exclusion shall not apply where the contract of insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract
 - 3.8 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion
 - 3.9 any claim based upon loss of or frustration of the transit or adventure
 - 3.10 loss damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 3.11 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

DURATION

Transit Clause

4. 4.1 Subject to Clause 7 below, this insurance attaches from the time the subject-matter insured is first moved in the warehouse, premises or at the place of storage (at the place named in the contract of insurance) for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit, continues during the ordinary course of transit and terminates either
 - 4.1.1 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse, premises or place of storage at the destination named in the contract of insurance,
 - 4.1.2 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse, premises or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
 - 4.1.3 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit or

- 4.1.4 on the expiry of 30 days after completion of unloading of the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.
- 4.2 If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is to be forwarded to a destination other than that to which it is insured, this insurance, whilst remaining subject to termination as provided in Clauses 4.1.1 to 4.1.4, shall not extend beyond the time the subject-matter insured is first moved for the purpose of the commencement of transit to such other destination.
- 4.3 This insurance shall remain in force (subject to termination as provided for in Clauses 4.1.1 to 4.1.4 above and to the provisions of Clause 5 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.

Termination of Contract of Carriage

5. 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 transit is otherwise terminated before unloading of the subject-matter insured as provided for in Clause 4 above, then this insurance shall also terminate *unless prompt notice is given to the Insurers and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by the Insurers*, either
- 5.1 until the subject-matter insured is sold and delivered at such place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter insured at such place, whichever shall first occur,
or
- 5.2 if the subject-matter insured is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named in the contract of insurance or to any other destination, until terminated in accordance with the provisions of Clause 4 above.

Change of Transit

6. 6.1 Where, after attachment of this insurance, the destination is changed by the Assured, *this must be notified promptly to Insurers for rates and terms to be agreed. Should a loss occur prior to such agreement being obtained cover may be provided but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.*
- 6.2 Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1), but, without the knowledge of the Assured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.

CLAIMS

Insurable Interest

7. 7.1 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.
- 7.2 Subject to Clause 7.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Insurers were not.

Increased Value

8. 8.1 If any Increased Value insurance is effected by the Assured on the subject-matter insured under this insurance the agreed value of the subject-matter insured shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

- 8.2 **Where this insurance is on Increased Value the following clause shall apply:**
The agreed value of the subject-matter insured shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the subject-matter insured by the Assured, and liability under this insurance shall be in such proportion as the sum insured under this insurance bears to such total amount insured.

In the event of claim the Assured shall provide the Insurers with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

9. This insurance
- 9.1 covers the Assured which includes the person claiming indemnity either as the person by or on whose behalf the contract of insurance was effected or as an assignee,
 - 9.2 shall not extend to or otherwise benefit the carrier or other bailee.

MINIMISING LOSSES

Duty of Assured

10. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 10.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 10.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver

11. Measures taken by the Assured or the Insurers 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.

AVOIDANCE OF DELAY

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

LAW AND PRACTICE

13. This insurance is subject to English law and practice.

NOTE:- Where a continuation of cover is requested under Clause 5, or a change of destination is notified under Clause 6, there is an obligation to give prompt notice to the Insurers and the right to such cover is dependent upon compliance with this obligation.

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