



MSIG Insurance (Hong Kong) Limited
9/F 1111 King's Road
Taikoo Shing Hong Kong
Tel: (852)2894 0555 Fax: (852)2890 5741
Website: www.msig.com.hk

CARGO POLICY

The Company hereby agrees, in consideration of the payment to us by or on behalf of the Assured of the agreed premium, to insure against loss damage liability or expense to the extent and in the manner provided herein.

This Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

This insurance is subject to English Law and Practice AND jurisdiction of Hong Kong Special Administrative Region at Assurer's discretion.

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 the Assurers and the right to such cover is dependent upon compliance with this obligation.

Clauses wording are available on request or you may visit our website (<http://www.msig.com.hk>) for further information.

Important - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

IMPORTANT PROCEDURE IN THE EVENT OF LOSS OR DAMAGE FOR WHICH ASSURERS MAY BE LIABLE

In case of any claim arising on this Policy, the Assurers agree that it shall be settled by the Settling Agents whose name is stated in the Schedule hereto. Notice of any claim must be given by the holder of the Policy to the said Agents as soon as practicable and the settlement thereof will be made in conformity with the laws and customs of England. In the event of any difference of opinion arising between the said parties, the settlement shall be referred to the Assurers in London.

In the event of damage, the Agents for Survey whose name is stated in the Schedule hereto must be applied to for survey.

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES

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. In particular, the Assured or their Agents are required:-

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing packages.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful conditions.
3. When delivery is made by Container to ensure that the Container and its seals are examined immediately by their responsible official. If the Container is delivered damaged or with seals broken or missing or with seals other than as stated in the shipping documents to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To apply immediately for survey by Carriers' or other Bailees' Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.
5. To give notice in writing to the Carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

NOTE: The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY DOCUMENTATION OF CLAIMS

To enable claims to be dealt with promptly, the Assured or their Agents are advised to submit all available supporting documents without delay including when applicable:

1. Original policy or certificate of insurance.
2. Original or copy shipping invoices, together with shipping specification and/or weight notes.
3. Original Bill of Lading and/or other contract of carriage.
4. Survey report or other documentary evidence to show the extent of the loss or damage.
5. Landing account and weight notes at final destination.
6. Correspondence exchanged with the Carriers and other Parties regarding their liability for the loss or damage.

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1 Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

1.1 As per the transit clauses contained within the Policy,

or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution,

or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, 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.

2 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

3 This clause is subject to English law and practice.

CARGO ISM ENDORSEMENT (JC 98/019 1 MAY 1998)

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

- 1) passenger vessels transporting more than 12 passengers and
- 2) oil tankers, chemicals tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:-

- a) Either that such vessel was not certified in accordance with the ISM Code.
- b) Or that a current Document of Compliance was not held by her owners or operators

As required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this 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.

SANCTION LIMITATION AND EXCLUSION CLAUSE - revised LMA3100 (MSIG version)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy. This clause shall not affect the rights of the assured (as assignee or otherwise) or the rights of any loss payee.

Sanction Limitation and Exclusion Clause - revised LMA3100
(MSIG version)

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

This policy is issued in DUPLICATE
Claims, if any, payable at Hong Kong
REPLACEMENT CLAUSE - SECONDHAND MACHINERY

In the event of claim for loss of or damage to any part of the Insured Interest in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the parts lost or damaged as the insured value bears to the value of new machinery, plus additional charges for forwarding and re-fitting the new part or parts if incurred.

PAIR AND SET CLAUSE

In the event of loss and/or damage to any article or articles forming part of a pair or set the Company's liability shall be limited to the value of such parts which may be lost or damaged, without any reference to any special value which such article or articles may have as part of such pair or set; nor shall it exceed the proportionate part of the insured value of such pair or set.

SURVEY AGENT:

MSIG Insurance (Hong Kong) Limited
9/F., City Plaza One,
1111 King's Road, Taikoo Shing
G.P.O. Box 783, Hong Kong
Tel: (852) 2894 0502 Fax: (852) 2902 9560

SETTLING AGENT:

MSIG Insurance (Hong Kong) Limited
9/F., City Plaza One,
1111 King's Road, Taikoo Shing
G.P.O. Box 783, Hong Kong
Tel: (852) 2894 0502 Fax: (852) 2902 9560

MSIG Insurance (Hong Kong) Limited



Authorized Signature