

LAND TRANSIT CLAUSE

Risks Covered

1. This insurance covers except as provided in Clauses 2, 3, 4 and 5 below loss of or damage to the subject-matter insured directly caused by fire, collision, overturning or derailment of the carrying conveyance, breaking down of bridges, or accidents of like nature whilst the interest insured is carried by land conveyance. Risks Clause

Exclusions

2. In no case shall this insurance cover

2.1 loss, damage or expense attributable to willful misconduct of the Insured.

General
Exclusion
Clause

2.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.

2.3 loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants).

2.4 loss, damage or expense caused by inherent vice or nature of the subject-matter insured.

2.5 loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.

2.6 unexplained and mysterious disappearance of part or full truck/trailer/container load of cargo/goods.

2.7 theft unless caused by forcible entry or break in.

3. In no case shall this insurance cover loss, damage or expense arising from unfitness of the truck, trailer, conveyance, container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unfitness, at the time the subject-matter insured is loaded therein. Unfitness Exclusion Clause

4. In no case shall this insurance cover loss, damage or expense caused by

4.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

War
Exclusion
Clause

- 4.2 capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.
- 4.3 derelict mines, bombs or other derelict weapons of war.
- 5. In no case shall this insurance cover loss, damage or expense
 - 5.1 caused by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions.
 - 5.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.
 - 5.3 caused by any terrorist or any person acting from a political motive.

Strikes
Exclusion
Clause

Duration

- 6. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates upon arrival of the carrying vehicle at the final destination named in the policy.

Transit
Clause

Insurable Interest

- 7. In order to recover under this insurance the Insured must have an insurable interest in the subject-matter insured at the time of the loss.

Insurable
Interest
Clause

Benefit of Insurance

- 8. This insurance shall not inure to the benefit of the carrier or other bailee.

Not to
Inure
Clause

Minimising Losses

- 9. It is the duty of the Insured and their servants and agents in respect of loss recoverable hereunder
 - 9.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
 - 9.2 to ensure that all rights against hauliers/transporters, bailees or other third parties are properly preserved and exercised by lodging a timely notice of claim against railway/road carriers/bailees as prescribed by the relevant laws and regulations.

Duty of
Insured
Clause

The Insurer will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

10. Measures taken by the Insured or the Insurer 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. Waiver Clause

Avoidance of Delay

11. It is a condition of this insurance that the Insured shall act with reasonable despatch in all circumstances within their control. Reasonable Despatch Clause

Claims

12. In case of any loss of or damage to the subject-matter insured caused by accident to the carrying vehicle or conveyance, in addition to obtaining Police report, Insured should lodge timely notice of claim against the haulier/transporter and their Insurers concerned. Insured should also cooperate with the appointed Loss Adjuster and the haulier/transporter to assess the loss and also the quantification of the damages resulting from the accident including preparation of a joint inventory with all concerned at the scene of accident. The damaged goods shall continue to remain under the care and custody of the haulier/transporter until a joint damage survey and an inventory of the damaged and undamaged goods is prepared and agreed upon by all parties concerned. Claims

Law and Jurisdiction

13. This insurance is subject to the laws of UAE and the UAE courts shall have exclusive jurisdiction over any dispute arising therefrom. Law and Jurisdiction