



Fine Art Exhibitions Master Insurance Policy

(Policy number EXH00222022V1)

Issued to clients of VMIA

For the period 1 July 2022
to 30 June 2023



Contents

| | |
|--|----|
| Insured..... | 5 |
| Period of insurance..... | 5 |
| Situation..... | 5 |
| Limits of liability | 5 |
| Deductible | 5 |
| Premium..... | 5 |
| Property insured..... | 5 |
| Perils insured..... | 6 |
| Exclusions | 6 |
| Property in transit and definition of “wall to wall” | 6 |
| Definition of Static Risk..... | 6 |
| Legal liability..... | 7 |
| Basis of valuation | 7 |
| Partial loss..... | 7 |
| Value declared | 7 |
| Pair and sets..... | 8 |
| Loss buy-back provision | 8 |
| Sue and labour | 8 |
| Cancellation clause | 8 |
| Debris Removal | 8 |
| Other insurance..... | 9 |
| Waiver of subrogation | 9 |
| Notice of loss | 9 |
| Settlement of claims..... | 9 |
| Arbitration | 9 |
| Survey fees | 9 |
| Suit against the VMIA | 10 |
| Misrepresentation or fraud | 10 |
| Examination under oath | 10 |
| Privilege to adjust with owner | 10 |
| Owners/Lenders as Loss Payee | 10 |

| | |
|---|-----------|
| No benefit to bailee | 10 |
| Automatic reinstatement..... | 10 |
| Foreign currency extension | 10 |
| Duty to defend | 11 |
| Constructive total loss | 11 |
| Excess insurance | 11 |
| Errors and omissions clause..... | 11 |
| Premium..... | 11 |
| Contingency | 11 |
| Deviation..... | 11 |
| Packing and securing of property in storage or transit | 11 |
| Inalienability clause..... | 12 |
| Claims co-operation clause | 12 |
| Termination of transit clause (terrorism) (amended) | 13 |
| Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause (amended)..... | 14 |
| Institute cyber attack exclusion clause (amended) | 15 |
| Institute war clauses (cargo) | 16 |
| Risks covered | 16 |
| Exclusions | 16 |
| Duration | 17 |
| Claims | 18 |
| Benefit of insurance | 19 |
| Minimising losses | 19 |
| Avoidance of delay | 19 |
| Law and practice | 19 |
| Institute war clauses (air cargo)..... | 20 |
| Risks Covered | 20 |
| Exclusions | 20 |
| Duration | 21 |
| Claims | 22 |
| Minimising losses | 23 |
| Avoidance of delay | 23 |
| Law and practice | 23 |
| Terrorism Exclusion Clause | 24 |

| | |
|--|-----------|
| Institute strikes clauses (cargo) | 25 |
| Risks Covered | 25 |
| Exclusions | 25 |
| Duration | 26 |
| Claims | 26 |
| Benefit of insurance | 27 |
| Minimising Losses | 27 |
| Avoidance of Delay | 27 |
| Law And Practice | 27 |
| Institute strikes clauses (air cargo) | 28 |
| Risks Covered | 28 |
| Exclusions | 28 |
| Duration | 29 |
| Claims | 30 |
| Benefit of insurance | 30 |
| Minimising Losses | 30 |
| Avoidance of Delay | 30 |
| Law and Practice | 31 |
| Privacy Statement | 32 |



Insured

The Crown in right of the State of Victoria on its own behalf and for and on behalf of Government Departments, Corporations, Public Bodies established under Statute, Authorities, Boards, Councils (but not municipal and/or local councils, authorities and/or associations), Committees, Trustees, Ministerial Advisors and any other party which the Minister for Finance of the State of Victoria for the time being elects to insure and others as agreed by the VMIA, for their respective rights and interests, including the Department of Economic Development, Jobs, Transport and Resources incorporating Creative Victoria and arts agencies as declared, hereinafter referred to as the "Insured".

Period of insurance

From: 1 July 2022 at 12.00 a.m. until 30 June 2023 at 11.59 p.m. Local Standard Time.

All insured property covered whilst on exhibition shall be covered for the entire duration of the exhibition where the commencement date of insurance for the exhibition falls within the Period of Insurance.

Situation

This Policy covers all insured property whilst in transit on "wall to wall" basis and/or whilst on premises on exhibition and/or display and/or storage anywhere Worldwide.

Limits of liability

\$55,000,000 any one transit and/or location.

Deductible

Each claim for loss or damage separately occurring shall be adjusted separately, and from the amount of such adjusted claim, the deductible of \$250 shall be applicable.

Premium

As agreed

Property insured

Works of art (including frames) and other personal property of any kind and description belonging to the Insured or to others, including but not limited to:

1. Property for which the Insured may be liable or held to be liable or assumed the risk of loss or damage whether or not such property is in the care, custody or control of the Insured.
2. Similar property owned by the Insured.
3. Property held by the Insured in trust, on consignment, on commission, on lease or as collateral.
4. Property of others sent to the Insured that for any reason is not acceptable for sale but which the Insured agrees or is legally obligated to insure or assume the risk of loss or damage.
5. Property while on exhibition anywhere in the world.
6. Property of others deposited with the Insured or which the Insured has deposited with others, including agents and independent contractors while the property is being inspected, handled, photographed, valued or otherwise for any purpose whatsoever.

7. Property in the custody of directors and/or employees, independent contractors or agents of the Insured at any location or while in transit or while being inspected, photographed, valued or otherwise for any purpose in connection with the Insured's business.
8. 3D IMAX Film; Films; Media and the like.

Perils insured

This insurance shall indemnify the Insured against All Risks of Physical Loss of or Damage from any cause occurring during the Period of Insurance except as hereinafter excluded.

Exclusions

This Policy does not cover:

1. loss of or damage arising from wear and tear and/or gradual deterioration and/or inherent vice.
2. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, or requisition or destruction of or damage to property by or under the order of any government or public or local authority, except where coverage is given under the Institute Clauses applicable elsewhere in this policy.

Property in transit and definition of “wall to wall”

For the purposes of this insurance, property in transit shall be considered covered on a “wall to wall” basis, meaning from the time the property is removed from its normal repository until returned thereto or to another point so designated by the owner or their agent including packing and unpacking, including but not limited to while in the possession of freight forwarders, packers, auction houses, storage locations, customs clearing houses, or other bailees. (Property of others loaned, leased, rented, or consigned, or otherwise made available to the Insured shall be covered on a “wall to wall” basis).

Notwithstanding the “Property in Transit” and “Definition of Wall to Wall” Clause in the policy wording, the attachment and termination of War Risks shall be in accordance with the appropriate Institute War Clauses.

Definition of Static Risk

Static Risk is defined as the actual display/exhibition period (as declared) and any period whilst objects are held in storage. The static/exhibition/display risk rate shall be applied to such period of display and storage (including allowance for any ‘free’ period of cover).

Conversely, whilst the works are prepared for display (on arrival at the venue and including acclimatisation period, condition reporting and install period), as well as whilst they are demounted, condition reported and packed for outgoing transit, the applicable transit rates shall be adopted.

Legal liability

1. In consideration of the premium charged under this Policy, this section covers the liability of the Insured as bailee of all loaned properties on which the Insured has been instructed not to insure (excluding however, any property for which the Insured has obtained a signed release of liability from the owner) and in the event of any action involving the Insured for loss or damage to such property, the VMIA is to defend (to the monetary extent of its proportionate interest in this insurance) all such actions and to pay its proportionate share of legal fees, court costs or judgments.
2. The Insured shall not voluntarily assume any liability nor incur any expenses nor settle any claim, except at the Insured's own cost. The Insured shall not interfere in any negotiation for settlement nor in any legal proceedings, but whenever requested and at the VMIA's expense, the Insured shall aid in securing information and evidence and the attendance of witnesses, and shall cooperate with the VMIA, except in a pecuniary way, in all matters which the VMIA may deem necessary in the defence of any suit or in the prosecution of any appeal.

Basis of valuation

It is understood and agreed that all property (including frames) coming under the protection of this Policy shall be valued at amounts agreed upon by the Insured and owners, or otherwise the VMIA shall not be liable beyond the current market value or scheduled value (as applicable) of property at the time any loss or damage occurs and in no event for an amount in excess of that specified in the Policy. Ascertainment or estimate of loss shall be made by the Insured and the VMIA or, if they differ, the amount of the loss will be determined as provided by the Appraisal Clause of this Policy as follows:

In the event of a total loss, the Insured will be given the option to buy back the salvage (first right of refusal) at a price agreed by the Insured and the VMIA.

On property of the Insured, the VMIA shall not be liable beyond the current market value of the property at the time any loss or damage occurs. The loss or damage shall be ascertained or estimated according to such current market value.

Property acquired or to be acquired by the Insured as a gift or under will or similar bequests shall be valued at current market value at the time loss or damage occurs. In no event, however, shall this Policy cover such property beyond the Insured's interest therein and in the event of loss of such property, such interest of the Insured at time of loss shall be that as stipulated in the will, bequest, contract or other document executed between the Insured and the donor of said property.

Valuation for loss or damage of property in transit shall include freight and packaging costs.

Partial loss

In cases of partial loss, the amount payable shall include any and all costs and expenses for repair and/or restoration including any additional charges incurred in connection therewith. Depreciation if any, after restoration, to be agreed upon between the Insured and the VMIA, but in no event shall the VMIA be liable for more than the value of the property insured as defined in the Basis of Valuation clause of this Policy.

Value declared

It is understood and agreed that any property insured hereunder while in transit may be dispatched under a declaration as being "without artistic value", the values declared in such cases being only nominal values.

Pair and sets

In the event of the loss to any article or articles, which are part of a pair or set, the VMIA agrees to pay the Insured, at the option of the Insured:

1. The full amount of the value of such pair or set as determined by the Basis of Valuation clause set forth in this insurance, and the Insured agrees, if such option is elected, to surrender the remaining article or articles of the pair or set to the VMIA or
2. The measure of loss or damage to such article or articles shall be a reasonable and fair proportion of the total of the pair or set, giving consideration to the importance of said article(s).

Loss buy-back provision

The Insured shall have the right to purchase any recovered property from the VMIA for the amount paid to the Insured for the loss, within 10 years from the date of loss. After such time, the Insured has the first right of refusal to purchase the item at a price mutually agreed between the VMIA and the Insured. Damaged property, which is recovered, for which a loss has been paid, may be repurchased at the fair market value of the damaged property on the date of recovery. The VMIA and/or the Insured will notify the other in the event of the recovery of property.

Sue and labour

In the case of any imminent or actual loss or damage of any kind whatsoever, it shall be for the Insured, his/her or their factors, servants or assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the property insured hereunder, or any part thereof, without prejudice to this insurance or waiver of the Insured's rights hereunder. As respects this section of the Policy, the VMIA agrees to pay the reasonable expenses incurred by the Insured.

Cancellation clause

Either the Insured or the VMIA may cancel this insurance by giving notice to the other. The VMIA shall give 90 days written notice to the Insured from which thereafter, the cancellation shall be effective. Such notice shall not apply to property in transit. The mailing of such notice shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

However, 7 days notice of cancellation shall apply in respect of War, Strikes, Riots and Civil Commotion except in respect of Strikes, Riots and Civil Commotions for sendings to/from the U.S.A. where 48 hours notice of cancellation shall apply.

If this insurance shall be cancelled by or on behalf of the VMIA, the VMIA shall retain the pro rata proportion of the premium earned.

If this insurance shall be cancelled by or on behalf of the Insured, the VMIA shall retain the pro rata proportion of the premium earned, plus 10% of the unexpired portion of the premium.

If the period of limitation relating to the giving of notice of cancellation is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the maximum period of notice of cancellation permitted by such law.

Debris Removal

It is agreed that following the payment of a claim hereunder, this Policy will cover expenses incurred for the removal of all debris of the property associated with such claim covered hereunder which was caused by any of the perils insured. In this regard, the VMIA shall not be liable for more than 10% of the value of the claim.

Other insurance

This insurance does not cover any loss or damage which at the time of such loss or damage was insured by any other existing policy or policies arranged by the Insured except in respect of any excess insurance beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

This clause shall not apply to insurance effected by owners or agents of owners of property loaned to the Insured and the existence of such insurance or payment of a loss thereunder shall not constitute a defence to any claim otherwise payable under this Policy, nor shall such insurance be called upon to contribute to any loss payable hereunder.

This clause shall not apply to property insured under this Policy that is also insured under the Insured's property or 'package' policy. In such case, this Policy shall be primary.

At the option of the Insured, this Policy shall cover the difference in conditions of any insurance or government indemnity effected by the Insured or on behalf of the Insured, but always excess of \$250 hereon and within the terms and conditions of this Policy.

Waiver of subrogation

All rights of subrogation are hereby waived by the VMIA against any and all individuals, corporations, or other entities, where there are agreements formalised or intended by the Insured.

The Insured shall not waive rights of subrogation following a claim.

Notice of loss

When the Chief Executive Officer, the Chief Financial Officer, the Legal Manager, the Security Manager, Registrar, Exhibitions Manager or Risk Manager of the Insured becomes aware of an event which is likely to result in a claim being presented under this Policy, the Insured will give notice to the VMIA as soon as practicable thereafter. The Insured shall also file, if requested by the VMIA, within ninety (90) days from the date of discovery of such loss, damage or occurrence, a detailed proof of loss.

Settlement of claims

All adjusted claims shall be paid to the Insured within thirty (30) days after presentation and acceptance by the VMIA of a satisfactory proof of loss.

Arbitration

If the Insured and the VMIA fail to agree as to the amount of loss, each shall, on the written demand of either made within (60) sixty days, select a competent and disinterested appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for (15) fifteen days to agree upon such umpire, then on the request of the Insured or the VMIA, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending.

The appraisers shall then appraise the loss, stating separately (1) the current market value at the time of loss (or other valuation defined in this Policy and applicable to the loss) and (2) the amount of loss. Failing to agree, each shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the VMIA shall each be responsible to pay their respective chosen appraiser and each shall bear equally the other expenses of the appraisal and umpire. The VMIA shall not be held to have waived any of its rights by any act relating to appraisal.

Survey fees

It is agreed that any loss survey, appraisal or loss adjuster fees or expenses whether prior to or after a loss, shall be at the expense of the VMIA.

Suit against the VMIA

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same be commenced within twenty four (24) months next after discovery by the Insured of the occurrence which gives rise to the claim. Provided, however, that if by the laws of the State within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such action suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

Misrepresentation or fraud

Any claim for loss or damage shall be void if the Insured's directors or officers have intentionally concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof; or in case of any fraud or false swearing by the Insured relating to this insurance or the subject thereof, whether before or after a loss.

Examination under oath

The Insured shall submit, and so far as is within its power, shall cause all other persons interested in the property to submit to examinations under oath by any persons named by the VMIA, relative to the matters in connection with a claim and subscribe the same; and produce for examination, at the Insured's expense, all books of account, bills, invoices, and other vouchers or certified copies thereof if original are lost, at such reasonable time and place as may be designated by the VMIA or its representatives, and shall permit extracts and copies thereof to be made.

Privilege to adjust with owner

In the event of a loss of property of others insured hereunder, the right to adjust such loss with the owner(s) or agent of the owner(s) is reserved to the VMIA, subject however, to the prior written consent of the Insured. A proof of loss or other formal receipt signed by the owner(s) or their agent will satisfy any claim against the Insured. In the event any legal proceedings are taken to enforce the claim, the VMIA will provide a defence in the name of the Insured. If provided, any expenses or costs of the defence will be at the sole cost of the VMIA and will not reduce the applicable limit of liability provided in this Policy.

Owners/Lenders as Loss Payee

Owners and Lenders of Property Insured under this policy shall be Loss Payees, as their respective interests may appear.

No benefit to bailee

This insurance shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

Automatic reinstatement

The amount of insurance and limit of liability shall be reduced by the amount of loss payment but said amount shall be automatically reinstated at the time of loss without additional premium.

Foreign currency extension

At the option of the Insured, loss or damage to property declared to the Insured in loan agreements or otherwise, in a foreign currency, will be paid in the currency shown, otherwise the amount shall be fixed in Australian dollars at the date of the declaration and paid in Australian dollars.

Duty to defend

In the event of any action or recovery involving the Insured as bailee of properties of third parties which the Insured has been instructed to insure, the VMIA shall have the duty to defend any such action and/or pursue any recovery and shall pay all legal fees, court costs, recovery costs and judgements.

Constructive total loss

If any property insured hereunder is lost or damaged so that in the Insured's opinion, such property is so devaluated that the Insured considers the property to be a constructive total loss, the Insured, at its option, may pay the owner of the property or his designee, the total amount for which the property was valued by the Insured prior to such loss or damage. The property would then be sold privately or publicly at auction in accordance with the Salvage Clause below.

Excess insurance

Permission is granted to the Insured to have excess insurance over the limit of liability set forth in this Policy without prejudice to this Policy and the existence of such insurance shall not reduce any liability under this Policy.

Errors and omissions clause

This Policy shall not be invalidated by any unintentional error in description, interest or liability provided that the same be communicated to the Insurers as soon as possible after it becomes known, subject to the terms, conditions and limits in the Policy.

Premium

Premiums for each risk are to be determined based on the prevailing rate for this Policy. The Insured agrees to keep an accurate record of the property covered by this Policy and to report to the VMIA as per the mutually agreed time intervals.

Contingency

On terms whereby the Insured is not obliged to furnish transit insurance, the Insured has the option, prior to shipment, to assume any risk of loss or damage for which the Insured may be held liable. The Insured must promptly notify the VMIA, at the earliest possible convenience, about assumption of such risk.

Deviation

The Insured's interest continues to be covered hereunder in case of change in voyage or of any omission or error in the description of the interest, conveyance or voyage.

Packing and securing of property in storage or transit

It is warranted that the Insured will ensure that the property, the subject-matter of this Policy, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

Inalienability clause

It is understood and agreed that in respect of a total loss paid hereunder, all salvage and title thereto shall revert to the Insured and the Insured undertakes to return to the VMIA the current market value of the salvage (or the full amount of the claim if full recovery is made).

Claims co-operation clause

- a. As soon as practicable after notification to it of any claim, or circumstances which might give rise to a claim. Under this policy, the Insured will give written notice of such claim or circumstances to the VMIA.
- b. The Insured shall furnish the VMIA with all information known to the Insured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the VMIA fully informed of all information relating to, and the progress of, any claim which might result in a loss under this Policy, as soon as reasonably practicable.
- c. The VMIA shall have the right at any time to appoint adjusters and/or representatives to act on its behalf to control all investigations, adjustments and settlements in connection with any claim notified to the VMIA as aforesaid.
- d. The Insured will co-operate with the VMIA and any other person or persons designated by the VMIA in relation to the investigation, defence, negotiation and settlement of any claim which might give rise to a loss under this Policy.

Termination of transit clause (terrorism) (amended)

Clause No: JC 2001-056

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 insofar 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 this 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 Insured elects 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, cover will re-attach, and continue during the ordinary course of that transit terminating again in accordance with Clause 1.
 3. This clause is subject to Australian law and practice.

Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause (amended)

Clause No 370 (Amended) (10/11/03)

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

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 1.5. Any chemical, biological, bio-chemical or electromagnetic weapon.

It is understood and agreed that clause 1.5 above shall only apply when the loss, damage, liability, or expense is caused by an Act of Terrorism. For the purpose of this clause, an Act of Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Institute cyber attack exclusion clause (amended)

Clause No CI380 (10/11/03)

- 1.1. Subject only to clause 1.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2. It is understood and agreed that clause 1.1 above shall only apply when the loss, damage, liability or expense is caused by an Act of Terrorism. For the purpose of this clause, an Act of Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Institute war clauses (cargo)

Clause No CL 385

Risks covered

Risks clause

1. This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by
 - 1.1. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2. capture, seizure, arrest, restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
 - 1.3. derelict mines, torpedoes, bombs or other derelict weapons of war.

General average clause

2. This insurance covers general average and salvage charges, adjusted or determined according to the Average contract of affreightment 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

General exclusions clause

3. In no case shall this insurance cover
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured
 - 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 (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Insured or their servants)
 - 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 the 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 Insured 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 arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel
 - 3.7. any claim based upon loss of or frustration of the voyage or adventure
 - 3.8. loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Unseaworthiness and unfitness exclusion clause

4.
 - 4.1. In no case shall this insurance cover loss damage or expense arising from
 - unseaworthiness of vessel or craft,
 - unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured,

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- where the Insured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
- 4.2. The VMIA waives any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Insured or their servants are privy to such unseaworthiness or unfitness.

Duration

Transit clause

- 5.
- 5.1. This insurance
- 5.1.1. attaches only as the subject-matter insured and as to any part as that part is loaded on an overseas vessel
- and
- 5.1.2. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is discharged from an overseas vessel at the final port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of arrival of the vessel at the final port or place of discharge,
- whichever shall first occur;
- nevertheless,
- subject to prompt notice to the VMIA and to an additional premium,
- such insurance
- 5.1.3. reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the vessel sails therefrom,
- and
- 5.1.4. terminates, subject to 5.2 and 5.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the vessel at the final (or substituted) port or place of discharge,
- or
- on expiry of 15 days counting from midnight of the day of re-arrival of the vessel at the final port or place of discharge or arrival of the vessel at a substituted port or place of discharge,
- whichever shall first occur.
- 5.2. If during the insured voyage the overseas vessel arrives at an intermediate port or place to discharge the subject-matter insured for on-carriage by overseas vessel or by aircraft, or the goods are discharged from the vessel at a port or place of refuge, then, subject to 5.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the vessel at such port or place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying overseas vessel or aircraft. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such port or place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 5.2
- 5.2.1. where the on-carriage is by overseas vessel this insurance continues subject to the terms of these clauses,
- or
- 5.2.2. where the on-carriage is by aircraft, the current War Clauses (Air Cargo) (excluding sendings by Post) shall be deemed to form part of this insurance and shall apply to the on-carriage by air.

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5.3. If the voyage in the contract of carriage is terminated at a port or place other than the destination agreed therein, such port or place shall be deemed the final port of discharge and such insurance terminates in accordance with 5.1.2. If the subject-matter insured is subsequently reshipped to the original or any other destination, then provided notice is given to the VMIA before the commencement of such further transit and subject to an additional premium, such insurance reattaches

5.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying vessel for the voyage;

5.3.2. in the case of the subject-matter not having been discharged, when the vessel sails from such deemed final port of discharge

thereafter such insurance terminates in accordance with 5.1.4.

5.4. The insurance against the risks of mines and derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof is on craft whilst in transit to or from the overseas vessel, but in no case beyond the expiry of 60 days after discharge from the overseas vessel unless otherwise specially agreed by the VMIA.

5.5. Subject to prompt notice to VMIA, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

(For the purpose of Clause 5 "arrival" shall be deemed to mean that the vessel is anchored, moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel.)

Change of voyage clause

6. Where, after attachment of this insurance, the destination is changed by the Insured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the VMIA.

7. **Anything contained in this contract which is inconsistent with Clauses 3.7, 3.8 or 5 shall, to the extent of such inconsistency, be null and void.**

Claims

Insurable interest clause

- 8.
- 8.1. 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.
- 8.2. Subject to 8.1 above, the Insured 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 Insured were aware of the loss and the VMIA were not.

Increased value clause

- 9.
- 9.1. If any Increased Value insurance is effected by the Insured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.

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

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

The agreed value of the cargo 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 cargo by the Insured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

Benefit of insurance

Not to Insure Clause

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

Minimising losses

Duty to insured clause

11. It is the duty of the Insured and their servants 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 VMIA will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver clause

12. Measures taken by the Insured or the VMIA 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

Reasonable despatch clause

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

Law and practice

Australian law and practice clause

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

Note: It is necessary for the Insured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the VMIA and the right to such cover is dependent upon compliance with this obligation.

Institute war clauses (air cargo)

(excluding sendings by Post)

Clause No CL 388 Dated 01/01/2009

Risks Covered

Risks Clause

1. This insurance covers, except as provided in Clause 2 below, loss of or damage to the subject-matter insured caused by
 - 1.1. war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 1.2. capture, seizure, arrest, restraint or detainment, arising from risks covered under above, and the consequences thereof or any attempt thereat
 - 1.3. derelict mines, torpedoes, bombs or other derelict weapons of war.
2. Salvage Charges
 - 2.1. 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

General Exclusions Clause

3. In no case shall this insurance cover:
 - 3.1. loss damage or expense attributable to wilful misconduct of the Insured.
 - 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 Insured 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).
 - 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 Insured 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. any claim based upon loss of or frustration of the transit or adventure.
 - 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 Insured 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. any claim based upon loss of or frustration of the transit or adventure.

- 3.9. loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fission or other like reaction or radioactive force or matter.

Duration

Transit Clause

- 4.
- 4.1. This insurance
- 4.1.1. attaches only as the subject-matter insured and as to any part as that part is loaded on the aircraft for the commencement of the air transit insured
and
- 4.1.2. terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is discharged from the aircraft at the final place of discharge
or
on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge,
whichever shall first occur;
nevertheless,
subject to prompt notice to the VMIA and to an additional premium,
such insurance.
- 4.1.3. reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs therefrom,
and
- 4.1.4. terminates, subject to 4.2 and 4.3 below, either as the subject-matter insured and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,
or
on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge,
whichever shall first occur.
- 4.2. If during the insured transit the aircraft arrives at an intermediate place to discharge the subject-matter insured for on-carriage by aircraft or overseas vessel, then, subject to 4.3 below and to an additional premium if required, this insurance continues until the expiry of 15 days counting from midnight of the day of arrival of the aircraft at such place, but thereafter reattaches as the subject-matter insured and as to any part as that part is loaded on an on-carrying aircraft or overseas vessel. During the period of 15 days the insurance remains in force after discharge only whilst the subject-matter insured and as to any part as that part is at such intermediate place. If the goods are on-carried within the said period of 15 days or if the insurance reattaches as provided in this Clause 4.2
- 4.2.1. where the on-carriage is by aircraft this insurance continues subject to the terms of these clauses,
or
- 4.2.2. where the on-carriage is by overseas vessel, the current Institute War Clauses (Cargo) shall be deemed to form part of this insurance and shall apply to the on-carriage by sea.

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- 4.3. If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance with 3.1.2. If the subject-matter insured is subsequently consigned to the original or any other destination, then, provided notice is given to the VMIA before the commencement of such further transit and subject to an additional premium, such insurance reattaches
- 4.3.1. in the case of the subject-matter insured having been discharged, as the subject-matter insured and as to any part as that part is loaded on the on-carrying aircraft for the transit;
- 4.3.2. in the case of the subject-matter insured not having been discharged, when the aircraft departs from such deemed final place of discharge;
- thereafter such insurance terminates in accordance with 4.1.4.
- 4.4. Subject to prompt notice to VMIA, and to an additional premium if required, this insurance shall remain in force within the provisions of these Clauses during any deviation, or any variation of the adventure arising from the exercise of a liberty granted to the air carrier under the contract of carriage.
- (For the purpose of Clause 4 "overseas vessel" shall be deemed to mean a vessel carrying the subject-matter from one port or place to another where such voyage involves a sea passage by that vessel)

Change of Transit Clause

- 5.
- 5.1. Where, after attachment of this insurance, the destination is changed by the Insured, 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.
- 5.2. Where the subject-matter insured commences the transit contemplated by this insurance (in accordance with Clause 4.1) but, without the knowledge of the Insured or their employees the aircraft leaves for another destination, this insurance will nevertheless be deemed to have attached at commencement of such transit.
6. Anything contained in this contract which is inconsistent with Clauses 3.8, 3.9, or 4 shall, to the extent of such inconsistency, be null and void.

Claims

Insurable Interest Clause

- 7.
- 7.1. 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.
- 7.2. Subject to 7.1 above, the Insured 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 Insured were aware of the loss and the VMIA were not.

Increased Value Clause

- 8.
- 8.1. If any Increased Value insurance is effected by the Insured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.
- In the event of claim the Insured shall provide the VMIA 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 cargo 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 cargo by the Insured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.
- In the event of claim the Insured shall provide the VMIA with evidence of the amounts insured under all other insurances.

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Benefit of insurance

9. This insurance
 - 9.1. covers the Insured which includes the person claiming indemnity either as the person by or on whose behalf of 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 insured clause

10. It is the duty of the Insured and their servants 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 exercisedand the VMIA will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties
and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver clause

11. Measures taken by the Insured or the VMIA 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

Reasonable despatch clause

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

Law and practice

Australian Law and Practice Clause

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

Note: Where a reattachment of cover is requested under Clause 4, or a change of destination is notified under Clause 5, there is an obligation to give prompt advice to the Insurers and the right to such cover is dependant upon compliance with this obligation.

Terrorism Exclusion Clause

(In respect of static risks)

Clause No NMA 2921 08/10/2001

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the VMIA allege that by reasons of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Institute strikes clauses (cargo)

Clause No CL 386

Risks Covered

Risks Clause

1. This insurance covers, except as provided in 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 terrorist or any person acting from a political motive.

General Average Clause

2. This insurance covers general average 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 a risk covered under these clauses.

Exclusions

General exclusions clause

3. In no case shall this insurance cover
 - 3.1. loss, damage or expense attributable to wilful misconduct of the Insured.
 - 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 (for the purpose of this Clause 3.3 "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).
 - 3.4. loss, damage or expense caused by inherent vice or nature of the subject-matter insured.
 - 3.5. 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).
 - 3.6. loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the vessel.
 - 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 arising from any hostile use of any weapon of war 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 CL 380 (10/11/03) civil strife arising therefrom, or any hostile act by or against a belligerent power.

Unseaworthiness and unfitness exclusion clause

4.
 - 4.1. In no case shall this insurance cover loss, damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel, craft, conveyance, container or liftvan for the safe carriage of the subject-matter insured, where the Insured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.
 - 4.2. The VMIA 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, unless the Insured or their servants are privy to such unseaworthiness or unfitness.

Duration

Transit Clause

5.
 - 5.1. 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 either
 - 5.1.1. on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,
 - 5.1.2. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Insured elect to use either
 - 5.1.2.1. for storage other than in the ordinary course of transit or
 - 5.1.2.2. for allocation or distribution,or
 - 5.1.3. 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,
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 goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
- 5.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Contract of Carriage Clause

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

Change of Voyage Clause

7. Where, after attachment of this insurance, the destination is changed by the Insured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the VMIA.

Claims

Insurable Interest Clause

8.
 - 8.1. 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.

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- 8.2. Subject to 8.1 above, the Insured 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 Insured were aware of the loss and the VMIA were not.

Increased Value Clause

- 9.
- 9.1. If any Increased Value insurance is effected by the Insured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured. In the event of claim the Insured shall provide the VMIA 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 cargo 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 cargo by the Insured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Insured shall provide the VMIA with evidence of the amounts insured under all other insurances.

Benefit of insurance

Not to Inure Clause

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

Minimising Losses

Duty of Insured Clause

11. It is the duty of the Insured and their servants 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 VMIA will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

12. Measures taken by the Insured or the VMIA 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

Responsible Despatch Clause

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

Law And Practice

Australian Law and Practice Clause

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

Note: It is necessary for the Insured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the VMIA and the right to such cover is dependent upon compliance with this obligation.

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Institute strikes clauses (air cargo)

Clause No 389

Risks Covered

Risks Clause

1. This insurance covers, except as provided in Clause 2 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 terrorist or any person acting from a political motive.

Exclusions

General Exclusions Clause

2. In no case shall this insurance cover
 - 2.1. loss, damage or expense attributable to wilful misconduct of the Insured.
 - 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 arising from unfitness of aircraft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Insured or their servants are privy to such unfitness at the time the subject-matter insured is loaded therein.
 - 2.6. loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
 - 2.7. loss, damage or expense arising from insolvency or financial default of the owners, managers, charterers or operators of the aircraft.
 - 2.8. 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.
 - 2.9. any claim based upon loss of or frustration of the voyage or adventure.
 - 2.10. loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 2.11. 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

3.
 - 3.1. This insurance attaches from the time the subject-matter insured leaves the warehouse, premises or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either
 - 3.1.1. on delivery to the Consignees' or other final warehouse, premises or place of storage at the destination named herein
 - 3.1.2. on delivery to any other warehouse, premises or place of storage, whether prior to or at the destination named herein, which the Insured elect to useeither
 - 3.1.2.1. for storage other than in the ordinary course of transit or
 - 3.1.2.2. for allocation or distributionor
 - 3.1.3. 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.
 - 3.2. If, after unloading from the aircraft at the final place of discharge, but prior to termination of this insurance, the subject-matter insured is forwarded to a destination other than that to which it is insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
 - 3.3. This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 below) during delay beyond the control of the Insured, 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 clause

4. If owing to circumstances beyond the control of the Insured either the contract of carriage is terminated at a place other than the destination named therein or the transit is otherwise terminated before delivery of the subject-matter insured as provided for in Clause 3 above, then this insurance shall also terminate unless prompt notice is given to the VMIA and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the VMIA, either
 - 4.1. until the subject-matter is sold and delivered at such place or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the subject-matter hereby insured at such place, whichever shall first occur,or
 - 4.2. if the subject-matter is forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 3 above.

Change of transit clause

5. Where, after attachment of this insurance, the destination is changed by the Insured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the VMIA.

Claims

Insurable Interest Clause

6.
 - 6.1. 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.
 - 6.2. Subject to 6.1 above, the Insured 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 Insured were aware of the loss and the VMIA were not.

7.
 - 7.1. If any Increased Value insurance is effected by the Insured on the cargo insured herein the agreed value of the cargo 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 herein bears to such total amount insured.

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

- 7.2. **Where this insurance is on Increased Value the following clause shall apply:**

The agreed value of the cargo 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 cargo by the Insured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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

Benefit of insurance

Not to inure clause

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

Minimising Losses

Duty of Insured Clause

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 carriers, bailees or other third parties are properly preserved and exercised
and the VMIA will, in addition to any loss recoverable hereunder, reimburse the Insured for any charges properly and reasonably incurred in pursuance of these duties.

Waiver Clause

10. Measures taken by the Insured or the VMIA 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

Reasonable Despatch Clause

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

Law and Practice

Australian Law and Practice Clause

12. This insurance is subject to Australian law and practice.

Note: It is necessary for the Insured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the VMIA and the right to such cover is dependent upon compliance with this obligation.

Privacy Statement

We are committed to protecting any personal information we collect, handle, store or disclose about you through our services. We will manage all personal information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*.

Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

Access and Correction

Please contact our Information Privacy Officer at privacy@vmia.vic.gov.au if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.