

1/12/99

AWRIS TRUCK CLAUSES

WAR AND S.R.&C.C. - INLAND TRANSPORT

RISKS COVERED

1. This insurance covers, subject always to the terms of Clause 6 below and except as provided in Clauses 4 and 5 below, loss of or damage to the motor truck, lorry, tractor, tanker and/or trailer and/or similar road vehicle/conveyance, as may be specified in the policy schedule (and hereinafter referred to as the insured truck), and/or accessories or spare parts carried thereon 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, missiles, bombs or other derelict weapons of war

1.4 strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions

1.5 any terrorist or any person acting from a political motive,

2. This insurance covers recovery and/or repair costs (limited to the sum insured hereunder) 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.

DETAINMENT

3. In the event that the insured truck shall have been the subject of capture, seizure. Arrest, restraint or detainment within the terms of Clause 1.2 above and the Assured shall thereby have lost the free use and disposal of the insured truck for a continuous period of 3 months then the Assured shall be deemed to have been permanently deprived of the possession of the insured truck without any likelihood of recovery.

EXCLUSIONS

4. In no case shall this insurance cover

4.1 loss, damage, liability or expense attributable to willful misconduct of the Assured

4.2 loss damage, liability or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under .Clause 2 above)

4.3 any claim based upon loss of or frustration of any transits and/or adventures

4.4 loss, damage, liability 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

4.5 loss, damage, liability 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, In no case shall this insurance cover loss damage liability or expense arising from

5. 5.1 confiscation, requisition or pre-emption

5.2 capture, seizure, arrest, restraint or detainment of the insured truck by the government of the country in which it is registered or in which the Assured is domiciled

5.3 hijacking of the insured truck

5.4 the carriage by the insured truck of arms ammunition or explosives manufactured as such.

USE

6. 6.1 The insured truck is covered subject to the provisions of this insurance at all times whilst within the countries specified in the Policy schedule, or held covered provided notice be given to Insurers Immediately after receipt of advices and subject to any amended terms or cover and any additional premium required by them to be agreed,

6.2 but it is warranted that the insured truck

6.2.1 shall not be employed other than in connection with the Assured's business and/or the earning of hire and/or freight from the carriage of cargo,

6.2.2 Shall not be hired. leased or loaned to any third party unless the insured truck is to be driven by the Assured and/or any of his agents or servants for the

period of such hire, lease or loan,

6.2.3 Shall not be towed except to the first safe place when in need of assistance or undertake towage or recovery services of any nature except as may be agreed in advance by Insurers.

6.3 Cover hereunder in respect of the perils enumerated in 1.1, 1.2, and 1.3 is automatically suspended for any period during which the Insured truck is left unattended by any Agent or Servant of the Assured. However this Clause 6.3 shall not apply either:

whilst the driver of the insured truck makes a temporary stop at some intermediate point in the normal course of a journey for purposes other than the loading or unloading of any cargo
Or

Whilst the insured truck is in the custody of a member of the motor trade for maintenance or repair.

6.4 Notwithstanding Clause 6.3 above, if the insured truck or any separable part thereof does not possess as an integral part of its design any motive unit, then cover hereunder in respect of the perils enumerated in Clauses 1.1, 1.2, and 1.3 is automatically suspended for any period during which the insured truck and as to any such separable part as that part is separated from any tractor, cab or other unit possessing motive power.

ROADWORTHINESS

7. It is warranted that the Assured shall take and cause to be taken such measures as may be required to maintain the insured truck in a roadworthy condition.

ASSIGNMENT

8. No assignment of or interest in this insurance or in any moneys which maybe or become payable there under is to be binding on recognized by insurers unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium there under.

NOTICE OF CLAIM AND TENDERS

9. 9.1 In the event of accident whereby loss or damage may result in a claim under this insurance, immediate notice shall be given to the Insurers.

9.2 The Insurers shall be entitled to decide the place to which the insured truck shall proceed for repair if any (the actual additional expense of the journey arising from compliance with the Insurers' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

9.3 The Insurers may also take tenders or may require further tenders to be taken for the repair of the insured truck.

MINIMISING LOSSES

10. It is the duty of the Assured 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 third parties are properly preserved and exercised, and the Insurers will, in addition to any loss recoverable hereunder. Reimburse the Assured up to the sum insured hereunder for any charges properly and reasonably incurred in pursuance of these duties.

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.

BASIS OF INDEMNITY

12. 12.1 In the event of loss or damage covered hereunder the Insurers shall have the option to indemnify the Assured either

by repairing the insured truck

or

by replacing the insured truck with a comparable truck of similar market value to that of the insured truck (as determined by Insurers in accordance with 12.2 below) immediately before the loss or damage

or

by paying the amount of the loss or damage, which amount shall in no case exceed the

sum insured specified in the Policy Schedule or the market value of the insured truck (as determined by Insurers in accordance with 12.2 below) immediately before the *loss* or damage, whichever is the lesser.

12.2 Insurers shall determine the market value of the insured truck as at the place of its registration.

12.3 This insurance is not subject to average.

OTHER INSURANCES

13. 13.1 If any other insurance policy has been, is, or shall be effected covering any or all of the perils enumerated in Clauses 1.4 and 1.5 then coverage hereunder in respect of those perils insured elsewhere shall cease or shall not attach, as the case may be, for the duration of such other policy.

13.2 Warranted that in respect of land war and strikes, riots and civil commotions risks no insurance P.P.I., *F.I.A.*, or subject to any other like term is, or shall be, effected to operate during the duration of this *policy*, by or for account of the Assured without prior agreement of Insurers.

WAGES AND MAINTENANCE

14. No claim shall be allowed, other than in Clause 2, for wages and maintenance of the Driver and/or Crew of the insured truck, except when incurred solely for the necessary removal of the insured truck from one place to another for the repair of damage covered by the Insurers and then only for such wages and maintenance as are incurred whilst the insured truck is under way

ARBITRATION

15. If the Insured and the Underwriters fail to agree in whole or in part regarding any aspect of this Policy, each party shall, within 10 days after a demand in writing by either party, appoint a recognised competent and disinterested arbitrator and the two so chosen arbitrators shall before commencing the arbitration select a competent and disinterested umpire. The arbitrators together shall determine such matters in which the Insured and the Underwriters fail to agree and shall make an award thereon, and if they fail to agree, they will submit their differences to the umpire. The umpire shall then decide on the award.

The Parties to such arbitration shall pay the arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

16. This insurance may be cancelled by either the Insurers or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Insurers). The Insurers agree however to reinstate this insurance subject to agreement between the Insurers and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

17. Whether or not such notice of cancellation has been given cover hereunder shall terminate automatically

17.1 upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur, whether or not the insured truck may be involved, and this insurance excludes loss, damage, liability or expense arising from such occurrence

17.2 upon the outbreak of war (whether there be a declaration of war or not):

17.2.1 between any of the following countries.

United Kingdom- United States of America, France,

The Russian Federation

The Peoples Republic of China

or

17.2.2 between any of the countries in 17.2.1 and the country in which the insured truck is owned or registered. And this insurance excludes loss, damage, liability or expense arising from such outbreak of war

17.3 in the event of the insured truck being requisitioned either for title or use.

18. This insurance shall not become effective, if, prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 17 above had this insurance attached prior to such occurrence. .

TRANSPORTATION WARRANTY

19. It is warranted that the insured truck is not conveyed within the duration of this policy by air or by rail or by sea except in respect of any waterborne crossing between Bahrain and Saudi Arabia or Qatar and/or any other waterborne crossing not exceeding 15 kilometers of any waterways, channels or straits provided that no other insurance policy in respect of the risk, of war and/or strikes, riots and civil commotions is or shall be effected to cover any such waterborne crossing.

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 Insurers and the rights, to such cover is dependent upon compliance with this obligation