



# **XL TRANSIT (Pty) Ltd**

**GOODS IN TRANSIT / CARRIER'S LIABILITY  
POLICY WORDING**

Subject to the terms, conditions, warranties and provisions hereunder, and in consideration of payment of the premium, Insurers agree to indemnify and/or compensate the Insured, at the option of Insurers, by payment, replacement, reinstatement or repair, in respect of loss or damage attributable to defined events contained herein and occurring during the period of insurance up to the specified limits.

**1. Commencement of Insurance:**

- 1.1 Monthly paid policies; cover commences from the inception date as stipulated in the policy schedule and continues for every subsequent month which Insurers accept premium to renew, until cancelled subject to the Cancellation Clause herein.
- 1.2 Annual policies: cover commences from the inception date as stipulated in the policy schedule and continues until expiry of cover on the renewal date as stipulated in the policy schedule.
- 1.3 Once-off policies: cover remains in force during the facultative period stipulated in the policy schedule.
- 1.4 Quarterly or Bi-Annual policies: cover commences from the inception date as stipulated in the policy schedule and is renewed automatically for the periods stipulated in the policy schedule, subject to payment of premium to Insurers.

**2. Limits:**

As stipulated in the policy schedule, the cover provided by this policy is limited to the limit of indemnity per any one vehicle, per any one transit, unless otherwise declared and accepted by the Insurers prior to loss. Where separate limits are stipulated the policy schedule (e.g. commodity types), such limits are not cumulative, other than in the case of cover for the tarpaulins and containers (if cover selected) where cover will be in addition to maximum policy limits.

**3. Insured Cargo:**

This policy covers goods carried by the Insured on behalf of its clients (including all packing material, pallets, receptacles, covers, boxes, labels and the like when necessary for commercial purposes) as stipulated in the policy schedule, but excludes:

Antiques, antiquities of any description, arms, ammunition, bank and treasury notes, bullion, cash, mobile telephones and accessories, copper and copper products, electronic goods, deeds, designs, documents of any description, explosives, film, gold, or silver articles, used household goods and personal effects, highly flammable substances, jewellery, liquor (other than wine or beer), live animals, motor vehicles of any description, plans, precious metals or stones, pre-paid phone cards or vouchers, specie, stamps, tickets, tobacco and tobacco products (other than raw tobacco), tyres, tinned fish, catalytic converters and travellers cheques unless specifically included in the policy schedule.

**4. Carrying Vehicles:**

Cover is limited to goods entrusted to the Insured, whilst being carried on mechanically propelled vehicles and its trailers, as specified in the policy schedule.

**5. Territorial Limits:**

Cover is limited to loss or damage occurring within the territorial limits as stated in the policy schedule.

## 6. Duration of Cover:

- 6.1 Cover shall attach upon commencement of loading the insured cargo onto the carrying conveyance at the point of loading, continue throughout the ordinary course of transit and terminates once the cargo is off-loaded at its destination at the consignees premises. Cover in respect of shipping containers shall remain in force until off-loaded at the stack or delivered to the container depot whichever may be applicable.
- 6.2 Loss or damage occurring during loading and unloading operations will be included hereunder, provided such operations are the responsibility of the Insured and under their direct control.
- 6.3 Notwithstanding 6.2 above and provided such commodities are included in the policy schedule, any loss or damage arising during loading / unloading of live animals, motor vehicles under own power or rigging and manoeuvring of plant and machinery will be excluded absolutely.
- 6.4 Incidental storage in the ordinary course of transit (not exceeding a maximum period of 72 hours) will be included, provided the goods are kept within a fully enclosed and locked building or guarded security compound.

## 7. Defined Risks/ Risks Insured

### 7.1 If stated in the policy schedule as being All Risks in the Risks Insured, cover applicable in terms of this policy will be for:

- 7.1.1 **New cargo transported in fully enclosed / fully tarpaulined vehicle** against all risks of physical loss or damage to the insured property, subject to the terms, conditions and exclusions of the policy, excluding in particular loss or damage resulting from variation in temperature howsoever caused, unless otherwise specifically stated in the policy schedule to include Deterioration of Refrigerated Stock (DOS).
- 7.1.2 **Used cargo, shipping containers** (if stated in the schedule to be included), **tarpaulins** (if stated in the schedule to be included), and **goods transported other than in a fully enclosed/fully tarpaulined vehicle**: against the risk of fire, collision of carrying vehicle, overturning of the carrying vehicle, theft following an insured peril and hijacking as defined herein, subject to the terms, conditions and exclusions of the policy.

### 7.2 If stated in the policy schedule as being fire, collision, overturning and theft following and hijack in the Risks Insured, cover applicable in terms of this policy will be

All Risks of physical loss of or damage to the insured cargo unless specifically excluded herein. Any physical loss of or damage to insured cargo resulting from Water, Chipping, Denting, Scratching, Bruising, Marring of Paintwork, Mechanical, Electrical and/or Electronic derangement, Rust, Oxidation or Discolouration is excluded, unless as a direct result of:

- 7.2.1 Fire, Explosion, Lightning, Volcanic Eruption or Earthquake
- 7.2.2 Collision of the conveying vehicle and/or cargo with any external object (excluding other cargo and water)
- 7.2.3 Overturning of the conveying vehicle and/or cargo
- 7.2.4 Theft or Hijacking as defined or any attempt thereat

### 7.1 If stated in the policy schedule as being limited to any specific perils only in the Risks Insured provided by this policy, the cover applicable in terms of this policy will be

limited to these specified perils only, as these specified perils are interpreted in terms of the above and subject further to the terms, conditions and exclusions of the policy.

## 8 **Containers**

If stated in the policy schedule as included in the applicable section, this policy is extended to cover in addition to any other amount recoverable under this policy (up to the limits stated in the policy schedule) loss of and/or damage to standard general purpose shipping containers and refrigerated shipping containers, which were on the carrying vehicle noted in the schedule at the time of loss, against the risk of fire, collision of the carrying vehicle, overturning of the carrying vehicle, theft following an insured peril and hijacking as defined herein.

## 9 **Tarpaulins, Ropes, Chains and Nets**

If stated in the policy schedule as included, this policy is extended to cover in addition to any other amount recoverable under this policy (up to the limits stated in the policy schedule) loss of and/or damage to tarpaulins, ropes, chains and nets owned and used by the Insured, which were on the carrying vehicle, overturning of the carrying vehicle, theft following an insured peril and hijacking as defined herein.

## 10 **Basis of Valuation/Indemnity**

- 10.1 New cargo: Cost price or New Replacement Value, whichever may be applicable, as is evident from commercial invoices. Should items be presold, the commercial sales Invoice must be presented to underwriters.
- 10.2 Used cargo: Second hand replacement value or local depreciated market value whichever is the lesser;
- 10.3 Fresh Produce: the average market value for the commodity at the market of intended sale on the day of the intended sale, less agents' and market commission, less any costs not incurred or, if pre-sold, suppliers' invoice value, less any costs not incurred.

## 11 **Plant, Machinery & Equipment**

In the event of loss or damage to second-hand plant, machinery or equipment, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part lost or damaged, as the insured value bears to the value of new plant, machinery or equipment. Cover excludes mechanical, electrical and electronic derangement.

## 12 **Deterioration of Stock (DOS) as a result of machinery breakdown**

If stated in the policy schedule as included cover is extended to include deterioration of the insured cargo as a direct result of any variation in temperature, following the breakdown and/or malfunction of the refrigeration machinery or ancillary equipment (other than when caused by fuel starvation), resulting in its stoppage / malfunctioning for a period of not less than 6 (six) consecutive hours.

Warranted:

- 12.1 this extension does not apply to any deterioration of the insured cargo conveyed within refrigerated or ventilated shipping containers.
- 12.2 the Insured will be responsible for the maintenance and servicing of refrigeration machinery and its ancillary equipment, as per manufacturers and/or agents specifications. Evidence of such maintenance and servicing to be provided at the request of Insurers.
- 12.3 the burden of proving such variation in temperature, breakdown, malfunction rests with the Insured.

### **13 Deterioration of Stock (DOS) as a result of incorrect temperature settings**

If stated in the policy schedule as included cover is extended to include the incorrect setting of the temperature regulating unit for a period of at least 6 (six) consecutive hours, provided this extension has been specifically included in the policy schedule prior to commencement of transit and the responsibility for setting the temperature rests with the Insured alone.

Warranted:

- 13.1 this extension does not apply to any deterioration of the insured cargo conveyed within refrigerated or ventilated shipping containers.
- 13.2 the Insured will be responsible for the maintenance and servicing of refrigeration machinery and its ancillary equipment, as per manufacturers and/or agents specifications. Evidence of such maintenance and servicing to be provided at the request of Insurers.
- 13.3 the burden of proving incorrect setting rests with the Insured.

### **14 Live Stock:**

If stated in the policy under Insured Cargo as included, this policy covers loss or death, including euthanasia (within 48 hours from the occurrence) as a direct result of:

- 14.1 Fire, Explosion, Lightning, Volcanic Eruption or Earthquake
- 14.2 Collision of the carrying vehicle and/or cargo with any external object (excluding other cargo and water)
- 14.3 Overturning of the carrying vehicle and/or cargo
- 14.4 Theft or Hijacking as defined or any attempt thereof
- 14.5 Bolting following any of the aforementioned events

### **15 Pairs and Sets**

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

### **16 Hijacking Definition**

Seizure of insured property contained in or on the carrying vehicle or the theft of insured property, where such seizure or theft is accompanied by unlawful and forcible removal of the carrying vehicle to a destination other than originally intended, or accomplished by means of violence threat of violence against the person or persons who, at the time of such seizure, are in actual lawful control of such carrying vehicle carrying the insured property.

### **17 Other Insurance**

If, at the time of any event giving rise to a claim under this policy, any other insurance exists with any other insurers covering the Insured against the events insured in terms of this policy, Insurers shall be liable to make good only a rate able proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in a like manner.

### **18 Cancellation**

This policy or any section may be cancelled at any time by Insurers giving 30 days' notice in writing (or such other period as may be mutually agreed), or by the Insured giving immediate notice. On cancellation by the Insured, Insurers shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by Insurers, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

## **19 South African Jurisdiction**

It is hereby agreed that this policy shall be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute arising hereunder.

## **20 Misrepresentation, Misdescription and Non-Disclosure**

Misrepresentation, misdescription or non-disclosure in any material respect shall render voidable the particular item, section or sub-section of this policy as applicable.

## **21 Cutting**

In the event of a claim occurring to the insured cargo where it is practicable to use the sound portion(s) for its originally intended purpose, the Insurers will only be liable for the proportionate value of the damaged part(s), plus the cost of cutting, less any salvage obtained.

## **22 Labels**

In the case of damage affecting labels, capsules or wrappers, the Insurers, if liable therefore in terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods. In no event shall the Insurers be liable for more than the insured value of the damaged subject matter.

## **23 Repairers**

Provided that prior written approval of the Insurers has been obtained, the Cargo Owners have the option of nominating the Repairers to be employed (including themselves) where repairs by any other party would prejudice the rights of the Manufacturers' and/or Suppliers' Guarantees and/or Warranties and the like. The Insurers agree to pay the reasonable costs of the Repairers nominated by the Cargo Owners.

## **24 Salvage Disposal**

In the event of loss or damage and with the prior approval of Insurers, the Insured shall take all reasonable steps to mitigate the loss by preserving the recoverable salvage and to dispose of the damaged insured cargo at the best possible price. In the event of Cargo Owners not approving of such disposal, Insurers shall nevertheless be entitled to reduce their liability by an amount equivalent to the reasonable salvage value that would have been obtained by the Insurers or their agents.

## **25 Payment of Premium**

It is a warranty of cover that at the commencement of cover and upon each renewal the Insured will pay the Insurer the premium(s) as stipulated in the policy schedule and applicable premium schedule. In respect of monthly paid policies it is warranted that the Insured will pay the Insurer a premium as stipulated in the policy schedule by the first day of each calendar month, unless premium payment is transacted by means of monthly debit order administrated by the Insurer, in which case the premium is payable to the Insurer on the date chosen by the Insurer to lodge this debit order. The Insured shall ensure that this premium debit is successfully met. Breach of this warranty will entitle the Insurer to avoid liability for all losses.

## **26 Excess**

Claims recoverable under this policy shall be subject to the excesses applicable to the defined event(s) and/or insured cargo, as stipulated in the policy schedule, for each claim, event or occurrence.

## **27 Claims Settlement**

It is herewith agreed that the Insurers will settle claims subject to the limits, excesses and warranties as set out in the policy, plus VAT thereon if the Insured is obliged to pay VAT in terms of South African legislation current at the time of settlement.

Any settlement under this policy will be for the benefit of the Cargo Owner(s), their subrogated insurers or any other party, on receipt of written authorisation from the Cargo Owner(s) or their subrogated insurers.

## **28 Insured's Duty of Care**

It is the duty of the insured to:

- a) take all reasonable steps, precautions and measures to maintain in efficient condition any conveyance, property, load or cargo that is covered by this policy which is in its ownership and control.
- b) take all reasonable steps, precautions and measures to ensure that any conveyance, property, load or cargo is protected from loss or damage.
- c) ensure that any conveyance, as well as the route of conveyance taken by the insured is suitable for the purpose for which it is used and the consignments being conveyed, taking into account but not limited to height, width and size of the conveyance.
- d) take all reasonable steps, precautions and measures in averting or minimising a loss
- e) ensure that all rights against any third parties are properly preserved and exercised

Should the insured by reason of its own negligent or intentional acts or omissions fail to comply with the duty or any part thereof as referred to in this clause 28, the insurer shall, without prejudice to any other rights it may have, be entitled to reject the claim.

## **29 Debris Removal**

This policy covers, in addition to any other amount recoverable under this policy, the reasonable costs legally incurred by the Insured in respect of the removal and/or disposal of non-recoverable insured cargo, provided that:

- 29.1 Insurers shall not be liable for any amount exceeding R30 000.00 unless otherwise stated in the policy schedule
- 29.2 Insurers shall not be liable for any consequential loss or liability to third parties howsoever caused

## **30 Fraud**

If any claim under this policy is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy, or if any event is occasioned by the wilful act of, or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited. This policy excludes the dishonesty of any partner, member, director or employee of the Insured whether acting alone or in collusion with others.

### **31 Warranties**

It is warranted that no cover exists under any of the following circumstances:

#### **31.1 Security**

No cover shall exist in respect of theft, pilferage or any attempt thereat, unless the person(s) in lawful control of the carrying vehicle, or a duly appointed professional security guard, remains in attendance at all times.

#### **31.2 Liquor & Drugs**

No cover shall exist whilst the carrying vehicle is being driven, with the knowledge or consent of the Insured, by any person under the influence of intoxicating liquor or drugs.

#### **31.3 Overloading**

No cover shall exist whilst the carrying vehicle or vehicle combination is overloaded by more than 5% of the legal weight limit permitted under law.

#### **31.4 Drivers Licences**

No cover shall exist whilst the carrying vehicle is being driven or under the control of any person who is not in possession of a valid and suitable driver's licence and driving permit (or failed to renew same) at the time of loss as is required for the relevant vehicle in accordance with current legislation.

#### **31.5 Adherence to Laws & Regulations**

It is warranted that cover is excluded if the Insured at the time of any incident that gives rise to a claim in terms of this policy, is found to violate any condition in respect of Regulation 330A to 330D in the Road Traffic Act of 1996 (as amended) in relation to Written declarations and agreements required to be in place between the consignor and Operator.

#### **31.6 Fitness of Vehicles**

The insured warrants that all vehicles used for purposes of a conveyance are maintained in an efficient and roadworthy condition.

No cover shall exist whilst the carrying vehicle is not in compliance with current legislation regarding roadworthiness or does not have a valid certificate of fitness at the time of loss.

#### **31.7 Tarpaulins**

No cover shall exist whilst tarpaulins, nets, ropes, packaging material and/or containers are not in a sound and/or water repellent condition, suitable for its intended purpose.

#### **31.8 Over-Height containers**

Failure to comply with the provisions of applicable legislation will not prejudice cover under this policy for loss or damage arising where the total combined vehicle and container height exceeds the permissible maximum allowance.

#### **31.9 Security Devices**

The insured warrants that all vehicles used for purposes of a conveyance are fitted with a security device that is in a proper and working condition.

No cover shall exist where a vehicle used by the insured for purposes of a conveyance is not fitted with a security device, or where such security device is not in a proper working condition.

### 31.10 Selection and use of drivers and / or employees

The insured warrants that (unless agreed with underwriters prior to placement) :

- It has conducted previous employment checks and criminal checks in respect of all drivers and / or employees of the insured;
- All necessary paperwork for the drivers of the insured have been verified by the relevant and necessary authorities;
- All work permits for drivers and / or employees of the insured have been received and validated

No cover shall exist where any of the above steps have not been taken by the insured.

## 32 Specific Exclusions

In no case shall this policy cover:

- 32.1 ordinary loss in weight or volume, ordinary wear and tear or loss or damage caused by inherent vice or nature of the insured cargo.
- 32.2 loss or damage caused by insufficiency or unsuitability of packing, covering or securing of the insured cargo, in or on the carrying vehicle, to withstand the ordinary hazards of transit.
- 32.3 loss or damage caused by delay, even though the delay be caused by an insured peril.
- 32.4 loss, damage, liability or expense (including legal costs) directly or indirectly arising from detention, confiscation, forfeiture, impounding, expropriation, nationalisation, capture, seizure, arrest, restraint, detainment or requisition (other than hijacking as defined) of the insured cargo legally carried out by customs, police, crime prevention units or any other officials or authorities.
- 32.5 consequential loss, including but not limited to loss of profits, penalties, guarantees or extraordinary reproduction costs.
- 32.6 contamination, pollution or liability of any kind.
- 32.7 loss or damage whilst the insured cargo is being conveyed by any vehicle not specifically included in the policy schedule or whilst in the care of any sub-contractor or person other than the Insured named in the policy schedule.
- 32.8 any liabilities towards third parties whatsoever.
- 32.9 loss or damage to shipping containers unless specifically included in the policy schedule.

## 33 Repatriation (Outside borders of South Africa)

The policy covers the insured cargo whilst on or in specified conveyances whilst traveling outside the borders of RSA but within the territorial limits as stated in the schedule.

If, following a recoverable claim, the insured cargo is not returned to RSA and it is declared by Insurers to be a constructive total loss outside RSA then Insurers will settle the claim in terms of the basis of valuation less:

- a) the first amount payable (excess); and
- b) the estimated value of salvage which would have been realized in RSA.

On payment of the above, the salvage will belong to the Insured or cargo owner as the case may be.

Cover in terms of the policy will cease if the insured cargo is abandoned outside RSA.

#### **34 Claims**

On the happening of an event which may result in a claim under this policy give notice thereof to the Insurers or the Insures appointed agent(s) within 30 (thirty) days of the occurrence (other than hijacking or theft). As soon as is practicable after the event the Insured must submit to the Insurers full details in writing of any claim and give to the Insurers such proof, information, documentation and sworn declarations as the Insurers may require and provide particulars of any other insurance covering such events as are hereby insured.

It is warranted by the Insured that all claims resulting from a hijacking or theft, as defined in clause 16 will be advised in writing to the Insurers, Police and specialist response company or their appointed agents within 24 (twenty four) hours of the occurrence of the hijacking or theft incident.

#### **35 Prescription**

If the Insurers decline liability for a claim in terms of this policy, representation may be made to the Insurers within 90 days of the date of the letter of rejection or cancellation letter.

If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurers for the enforcement of the claim by way of the service of summons against the Insurers.

Summons must be served on the Insurers within 180 days after expiry of the 90 day period, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

Any summons is to be served at the office of XL Transit Underwriting Managers (Proprietary) Limited (as agents authorised to receive same on behalf of the Insurers), stated in the policy schedule.

#### **36 Insurers rights after an event**

On the happening of any event in respect of which a claim is or may be made under this policy, Insurers and every person authorised by it may, without thereby incurring any liability and without diminishing the right of Insurers to rely upon any conditions of this policy:

- (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of the Insured to Insurers to do so. The Insured shall not be entitled to abandon any property to Insurers whether taken possession of by Insurers or not;
- (ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurers.

The Insured shall, at the expense of Insurers, do and permit to be done all such things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights to which Insurers shall be, or would become, subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

#### **37 Breach of Conditions**

The conditions and warranties of this policy and sections thereof shall apply individually to each of the risks Insured and not collectively to them, so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

## **38 Warranty Clause**

Where the word warranty appears in the policy, it is deemed to have meaning as implied in an insurance context. Any breach of any warranty will result in the Insurer having no liability in terms of this policy.

## **39 No rights to other persons**

Unless otherwise specifically provided, nothing in this policy shall give any rights to any person other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to Insurers.

## **40 General Exclusions**

### **40.1 Nationalisation, Confiscation and Requisition**

This policy does not cover loss due to nationalisation, confiscation, commandeering, requisition, or wilful destruction by any lawfully constituted authority.

### **40.2 War, Riot and Terrorism**

(a) This policy does not cover loss of or damage to property related to or caused by:

- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore-going;
- (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - (b) insurrection, rebellion or revolution;
- (iii) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- (iv) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- (v) any attempt to perform any act referred to in Exclusion (iv) or (v) above;
- (vi) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion A (i), (ii), (iii), (iv), (v) or (vi) above.

If Insurers alleges that, by reason of clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

- (b) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (Act No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

(c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this policy does not cover loss of or damage to property or bodily injury or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage, bodily injury or expense.

For the purpose of this General Exclusion C, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If Insurers allege that, by reason of General Exclusion (C) of this exclusion, loss or damage is not covered by this policy, the burden of providing the contrary shall rest on the Insured.

#### **40.3 Asbestos**

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exclusion, this policy does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quality.

#### **40.4 Nuclear Weapons and Radiation**

This policy does not insure loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) ionising, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) nuclear explosives or any nuclear weapon;
- (iv) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

#### **40.5 Consequential Loss**

Except as specifically provided, this policy does not cover consequential loss or damage.

#### **40.6 Sanction Limitation and Exclusion Clause**

Insurers shall not be deemed to provide cover or 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 Insurers 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.

**40.7 Sanctions Clause**

No reinsurer shall be deemed to provide cover and no reinsurer 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 reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union as well as United Kingdom or United States of America, insofar as they are not in contradiction to the legislative provisions applicable to the reinsurer concerned.

**Self-declaration:**

The reinsured declares that the embargo provisions of the European Union respected by the reinsured. The reinsured and the reinsurer agree that this reinsurance agreement will provide no benefit to any persons, entities and bodies listed in the mentioned EU regulations, and that the reinsured does not cede to R+V Versicherung AG insurance prohibited by the mentioned EU regulations.

**Iran Exclusion**

It is understood and agreed that this contract does not provide any cover and does not include any liability to pay any claim or provide any benefit hereunder in respect of any goods, services or reinsured items or risks located in Iran, of Iranian origin, to be transported to or from Iran or directly or indirectly owned by an Iranian person or entity, or in any other way subject to an Iranian interest, unless otherwise agreed in writing.

**Russia, Ukraine and Belarus Exclusion**

It is understood and agreed that this contract does not provide any cover and does not include any liability to pay any claim or provide any benefit hereunder in respect of any goods, services or reinsured items or risks located in Russia, or Ukraine or Belarus, of Russian or Ukrainian or Belarusian origin, directly and indirectly in relation to any goods and technology for aircraft, spacecraft, and parts thereof to any person, entity or body in Russia or for use in Russia, to be transported to or from Russia or Ukraine or Belarus or directly owned by an Russian or Ukrainian or Belarusian person or entity, to any person, entity or body in Russia or for use in Russia or in any other way subject to an Russian or Ukrainian or Belarusian interest, unless otherwise agreed in writing.