

## CONDITIONS PRECEDENT

It is a condition precedent to this Insurance that the Assured has:

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| Truth of Statements        | 1. | diligently made all necessary inquiries and truthfully declared all material facts likely to influence a prudent Underwriter in determining:<br>a) whether or not to accept the risk,<br>b) the premium,<br>c) the conditions, exclusions and limitations;   |
| Pre-Existing Conditions    | 2. | no knowledge at inception, of any matter, fact or circumstance, actual or threatened that increases or could increase the possibility of a loss under this Insurance;  |
| Premium Payment            | 3. | paid the premium due in accordance with the conditions of quotation contained in the Proposal Form and/or in the ensuing written quotation;  |
| Materiality of Information | 4. | declared that all the information contained in the written Proposal Form or in documents supplied to support such proposal is in all respects true and complete and is the result of diligent inquiries to establish that information. Further the Assured agrees that all such information is material and such items form the basis of this Insurance; |
| Information Changes        | 5. | advised Underwriters of any change in the information above which took place prior to inception of this Insurance.   |

## GENERAL CONDITIONS

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| False or Fraudulent Acts       | 1. | Any fraud, misstatement or concealment of information in connection with this Insurance or in the making of a claim shall render all claims hereunder forfeit.  |
| Due Diligence Clause           | 2. | The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance.  |
| Definitions                    | 3. | This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear.   |
| Compliance with Terms          | 4. | The Assured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.  |
| Jurisdiction Clause            | 5. | Unless otherwise stated this Insurance shall be governed by the laws of England whose Courts shall have jurisdiction in any dispute hereunder.  |
| Premium and Expenses           | 6. | The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items.  |
| No Return of Premium           | 7. | The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule.   |
| Maintenance of Records         | 8. | The Assured shall maintain adequate records in connection with the subject matter insured hereunder.  |
| Permission for other Insurance | 9. | It is understood and agreed that no other insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of Underwriters hereon. In the event that such other insurance is effected, Underwriters reserve the right to amend the terms and conditions of this Insurance. |

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| Under-Insurance        | 10. The Assured shall maintain insurance adequate to cover the full value of a total loss of all Insured items without allowance for any recoveries or waivers. If Insurance is not maintained for such total loss value Underwriters shall not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity for the Insured items bears to the total loss value of the Insured items.                   |
| Salvage and Recoveries | 11. All salvages, recoveries and payments received by the Assured subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.  |
| Subrogation            | 12. Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. Should Underwriters exercise their rights they shall be subrogated to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such recovery. |
| Assignment             | 13. This Insurance may not be assigned in whole or in part without the written consent of Underwriters.  |
| Loss Payee             | 14. If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the Loss Payee(s) detailed in the Schedule. Payment of such losses by Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all of Underwriters' obligations to the Assured and Loss Payee(s) in connection with said losses.                              |

## GENERAL EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

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| Fraud                            | 1. any fraud, misrepresentation or concealment by the Assured;   |
| War                              | 2. actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority; |
| Civil Commotion                  | 3. civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order;  |
| Customs Seizure                  | 4. seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation;                                 |
| Government or Civil Intervention | 5. the operation of any statute or law providing for compulsory national service for citizens or residents, any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter or remain within any country or at any place where the insured Event is to be held which is the subject of this Insurance;       |

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| Radioactive Contamination                 | 6.  | <ul style="list-style-type: none"> <li>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,</li> <li>b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;</li> </ul>   |
| Seepage &/or Pollution &/or contamination | 7.  | seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is the direct cause of a loss hereunder;  |
| Currency Variation                        | 8.  | Variations in rates of exchange, tax or interest, or in the stability of any currency;  |
| Financial Causes & Lack of Support        | 9.  | <ul style="list-style-type: none"> <li>a) withdrawal, insufficiency or lack of finance howsoever caused,</li> <li>b) failure to pay, financial failure or default, insolvency, bankruptcy, liquidation, winding up, administration or arrangement with creditors,</li> <li>c) lack of or inadequate response or support or withdrawal of support, by any: <ul style="list-style-type: none"> <li>i) Person,</li> <li>ii) Business,</li> <li>iii) Organisation,</li> </ul> <p style="margin-left: 40px;">whether or not the person, business or organisation is a party to this Insurance;</p> </li> </ul> |
| Other Insurance                           | 10. | any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this insurance not been effected.   |

## CLAIMS PROCEDURE

1. It is a condition precedent to the liability of the Underwriters that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:
  - a) as a matter of urgency, give notice by the most expeditious means of the happening of any circumstance, to the name(s) designated in the attached schedule;
  - b) confirm the facts in writing as soon as possible, with as much information as available;
  - c) make no admission of liability without the prior written consent of the Underwriters;
  - d) take all steps to minimise or avoid any loss hereunder;
  - e) provide Underwriters or their appointed representatives with:
    - i) all necessary assistance in a timely manner,
    - ii) all information required,
    - iii) all documentation and records necessary to establish and assess indemnity hereunder;
  - f) prove the loss to the satisfaction of Underwriters;

- g) forward immediately to Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance;
  - h) so far as is in their power cause their employees and all other persons interested in this Insurance, to comply with the foregoing.
2. Underwriters reserve the right to:
- a) take such steps as they deem necessary to prevent, mitigate or minimise a loss;
  - b) take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance;
  - c) pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.

**GC(J)1 (92)** NMA 2540 (09/07/92)

Form approved by Lloyd's Underwriters' Non-Marine Association Limited.