

In case of insurance on "Institute Cargo Clause 1/1/63" or "Institute Air Cargo Clauses (All Risks) (excluding sendings by Post) 15/6/65", the sentence marked (*) on the front of the policy shall be deemed to be deleted and replaced with the wording mentioned below.

(1) Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or of any attempt thereat, also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom or piracy.

(2) Warranted free of loss or damage

- (a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

1 Grounding or stranding in the Suez, Panama or other canals, harbours or tidal rivers not to be deemed a stranding under the terms of the policy, but to pay any damage or loss which may be proved to have directly resulted therefrom

2 This Insurance does not cover any loss or damage to the property which at the time of the happening of such loss or damage is insured by or would but for the existence of this Policy be insured by any fire or other insurance policy or policies except in respect of any excess beyond the amount which would have been payable under the fire or other insurance policy or policies had this insurance not been effected

Be it known that

Assured, as specified above as well in his or their own Name, as for and in the Name and Names of all and every other Person or Persons to whom the same doth, may or shall appertain, in part or in all, doth make Insurance, and cause himself or themselves and them and every of them, to be insured, lost or not lost, at and from as specified above upon Goods and Merchandises, in the good Ship or Vessel called the as specified above whereof is Master for this present Voyage

or whosoever else shall go for Master in the said Vessel, or by whatsoever other Name or Names the said Vessel, or the Master thereof, is or shall be named or called, beginning the Adventure upon the said Goods and Merchandises from the loading thereof aboard the said Ship, and shall so continue and endure, until the said Goods and Merchandises shall be arrived at as specified above and until the same be there discharged and safely landed. And it shall be lawful for the said Vessel, in this Voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this Insurance. The said Goods and Merchandises, for so much as concerns the Assured by agreement between the Assured and Assurers in this Policy, are and shall be valued at the same as Amount insured.

Touching the Adventures and Perils which the Assurers are contented to bear and do take upon them in this Voyage, they are of the Seas, Men-of-war, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and People, of what Nation, Condition, or Quality soever, Barratry of the Master and Mariners, and of all other Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Goods and Merchandises, or any part thereof. and in case of any Loss or Misfortune, it shall be lawful for the Assured, his or their Factors, Servants and Assigns, to sue, labour, and travel for, in and about the Defence, Safeguard and Recovery of the said Goods and Merchandises, or any part thereof, without prejudice to this Insurance, to the Charges whereof the Assurers will contribute. And it is especially declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured, shall be considered as a waiver or acceptance of abandonment. And it is agreed that this Writing or Policy of Insurance shall be of as much Force and Virtue as the surest Writing or Policy of Insurance made in LONDON. And so the said Assurers are contented, and do hereby promise and bind themselves to the Assured, his or their Executors, Administrators and Assigns, for the true Performance of the Premises, confessing themselves paid the Consideration due unto them for this Insurance, at and after the rate of as arranged per cent

* Corn, Fish, Salt, Fruit, Flour, and Seed are warranted free from Average, unless General, or the Ship be stranded, sunk or burnt; Sugar, Tobacco, Hemp, Flax, Hides, and Skins are warranted free from Average under Five per cent, and all other Goods are warranted free from Average under Three per cent, unless General or the Ship be stranded, sunk or burnt.

This insurance is understood and agreed to be subject to English law and usage as to liability for and settlement of any and all claims

In Witness whereof I the Undersigned of SOMPO JAPAN NIPPONKOA INSURANCE INC., on behalf of the said Company have subscribed my Name in as specified above to as specified above Policies of the same tenor and date, one of which being accomplished, the others to be void, this as specified above