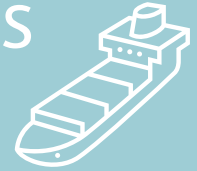


# General Cargo Insurance Conditions 2003 Finland



In case of any dispute under these conditions the original Finnish wording shall prevail.

These terms and conditions are applied in conjunction with the Cargo Insurance Contract Conditions 2003 drafted for corporate customers.



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## General Cargo Insurance Conditions 2003 Finland

In accordance with these conditions, a cargo insurance contract can be concluded, depending on the cover needed, either on Basic Conditions (see 2.1) Basic Conditions with Extensions (see 2.2) or on Full Conditions (see 2.3).

In accordance with these Cargo Insurance Conditions and the Cargo Insurance Contract Conditions 2003 Finland (for corporate customers), the insurer undertakes to cover material damage caused to the goods insured by any of the occurrences specified in section 2 and the costs specifically mentioned therein.

Clauses printed in bold in these conditions either limit the insurer's liability or exempt the insurer from liability altogether.

### 1 Goods insured

The goods insured comprise any merchandise specified in the cargo insurance or insurance policy or any other goods specifically named therein.

Moneys, securities, precious metals and ornaments made therefrom, pearls, jewellery, works of art, living animals and plants are covered under this insurance by special agreement only.

### 2 Perils covered

Under these conditions a cargo insurance contract can be concluded on Basic Conditions, on Basic Conditions with Extensions or on Full Conditions with the exclusions mentioned in these conditions.

Unless expressly agreed otherwise, transits of used goods, deck cargo or goods carried in an open conveyance are insured on Basic Conditions only. Deck cargo is not considered to include goods carried in a box container, box trailer or box van.

## 2.1 BASIC CONDITIONS

This insurance covers all sudden and unforeseen loss of or damage to the goods insured resulting as a direct consequence of any of the following occurrences from outside and the costs named below in 2.1.7 and 2.1.8.

- 2.1.1 fire, explosion or lightning
- 2.1.2 sinking, capsizing, grounding, stranding or collision of sea conveyance with another sea conveyance or with a floating or fixed object
- 2.1.3 collision, overturning, derailment or running off the road of land conveyance when landborne and not able to regain the road by its own force. Shock in shunting or coupling of wagons is not regarded as a collision
- 2.1.4 collision of goods loaded on land conveyance with an external object outside the vehicle
- 2.1.5 collision, overturning or crashing of aircraft
- 2.1.6 discharge of cargo at a port of distress
- 2.1.7 sacrifice, contribution and costs in general average and salvage charges
- 2.1.8 reasonable cost of preventing or minimising impending recoverable loss of or damage to the goods.

## 2.2 EXTENSIONS TO BASIC CONDITIONS

The Basic Conditions can be extended by separate agreement to cover any sudden and unforeseen loss of or damage to the goods insured caused by the following perils from outside, providing that this is mentioned in the insurance contract or insurance policy.

- 2.2.1 theft
- 2.2.2 loss
- 2.2.3 burglary
- 2.2.4 hold-up
- 2.2.5 shortage
- 2.2.6 leakage
- 2.2.7 breakage
- 2.2.8 breakage resulting from falling or overturning during loading or discharge
- 2.2.9 loss of a whole package during transit
- 2.2.10 washing overboard
- 2.2.11 flooding of sea, lake or river water into conveyance, cargo carrying unit, storage room or storage area.

## 2.3 FULL CONDITIONS

This insurance covers all sudden and unforeseen loss and damage caused by an outside factor and the costs specified under 2.1.7 and 2.1.8.

# 3 Exclusions

## 3.1 GENERAL EXCLUSIONS

This insurance does not cover loss, damage or expense caused by

- 3.1.1 negligence of the Policyholder, the Insured or any person identifiable to them (see Cargo Insurance Contract Conditions, section 10)
- 3.1.2 ordinary loss in weight or volume, or ordinary wear and tear
- 3.1.3 insufficiency or unsuitability of packing or protection or preparation of the goods insured to withstand ordinary strain in transit considering the nature of the goods and the method of handling and storage during the insured transit
- 3.1.4 insufficiency or unfitness of the conveyance, of lashing of the cargo, or of the cargo-carrying unit for safe transit which has been or should have been known to the Policyholder upon loading or stowing of the goods
- 3.1.5 embargo, seizure, requisition or confiscation of the goods, stay in quarantine or other acts of civil or military authorities
- 3.1.6 war, civil war or other such contingencies defined as war risks in the War Risk Clauses/Cargo adopted by the Finnish Marine Underwriters' Association and valid at the time the insurance is taken out
- 3.1.7 any strike, lockout, riot, civil commotion, plundering, terrorism or sabotage.
- 3.1.8 In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 3.1.9 This insurance does not cover liability to third parties.

## 3.2 SPECIAL EXCLUSIONS

Unless otherwise agreed upon, the following exclusions are applicable:

- 3.2.1 This insurance does not cover loss, damage or expense caused by
  - inherent vice
  - cold, heat, exposure to light, changes of temperature or humidity, unless directly caused by an insured peril.
- 3.2.2 This insurance does not cover loss of or damage to the transport packing of the goods.
- 3.2.3 This insurance does not cover
  - costs or expenses for removal or destruction of damaged goods
  - costs or expenses for cleaning the conveyance, cargo-carrying unit or environment.

- 3.2.4 This insurance does not cover loss of or damage to the goods insured caused by delay. This applies even if the delay had been caused by an insured peril.
- 3.2.5 This insurance does not cover loss of time, interest, profit or market or loss caused by late arrival or other consequential losses.
- 3.2.6 This insurance does not cover loss, damage or expense arising from insolvency, criminal or fraudulent act of the carrier or intermediary through whom the Policyholder has concluded a contract of transit resulting in non-performance of the transit.
- 3.2.7 This insurance does not cover costs of transshipment, freight which is not at the risk of the Policyholder or the Insured or costs payable for damaged goods at the place of destination, such as customs duties and taxes.

## 4 Duration

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- 4.1 Unless otherwise agreed upon, this insurance only applies to transit with vehicles or conveyances licensed and approved by authorities for transportation or transfer of goods.
- 4.2 Unless otherwise agreed upon, this insurance does not cover on-transit of goods bought on CIF, CIP or similar terms of delivery.

### 4.3 ATTACHMENT OF THE INSURANCE

- 4.3.1 Unless otherwise agreed upon, this insurance attaches, at the earliest, when loading of the unit is commenced at the side of the conveyance onto the conveyance, provided that the loading is carried out
- at the place of storage referred to in the insurance contract
  - to the conveyance reserved for the actual transit and
  - for the commencement of the actual transit.
- 4.3.2 If after completion of the loading commencement of the transit is delayed owing to circumstances beyond the control of the Policyholder, this insurance remains in force during such delay (see 4.6.1).
- 4.3.3 The actual transit is considered to include any ordinary handling or transfer of the goods carried out during the insured transit outside the shipper's or consignee's premises (see 4.4.1).

### 4.4 DURATION OF THE INSURANCE

- 4.4.1 This insurance continues to be in force during the ordinary course of transit covering ordinary transshipment, intermediate storage, loading and discharge connected therewith.
- 4.4.2 This insurance also covers any such transit or storage of the goods in lighters within the port area as is an ordinary part of a sea transit not exceeding a period of 8 days counting from the day of loading the goods into the lighter.
- 4.4.3 In case of deviation or transshipment other than ordinary or delay in excess of the time limits specified in 4.5.2 arising from circumstances beyond the control of the Policyholder, the Insured or any person identifiable to them, the Insurer also covers such extension for an additional premium.

After becoming aware of an event, which is subject to an additional premium, the Policyholder shall give prompt notice thereof to the Insurer. In case of non-compliance the Insurer is exempted from all liability for any loss or damage due to such circumstances.

## 4.5 TERMINATION OF THE INSURANCE

### 4.5.1 This insurance terminates

- when the goods have reached the final place of destination named in policy or referred to in the insurance contract and discharged there from the conveyance employed for the actual transit, or
- when the Policyholder, the Insured or any person identifiable to them has prior to that exercised his right of disposal to have the goods stored, sorted, distributed or sold, or decides to forward the goods to a place other than that named in the policy or referred to in the insurance contract.

### 4.5.2 This insurance terminates at the latest

- upon expiry of 60 days counting from midnight of the day of discharge of the goods from the oversea vessel at the final port of discharge, or
- upon expiry of 30 days counting from midnight of the day of discharge of the goods from the aircraft at the airport at the place of destination, or
- upon expiry of 8 days counting from midnight of the day of discharge of the goods from a conveyance other than vessel or aircraft at a customs house, railway station or other cargo terminal at the place of destination.

## 4.6 INTERRUPTION OF TRANSIT

### 4.6.1 When the Policyholder, the Insured or any person identifiable to them by his action or failure to take action

- delays or interrupts the forwarding of the goods from the port of discharge to the final destination, or
- causes the goods to be stored at any place other than the final warehouse or place of storage at the place of destination named in the insurance policy or referred to in the insurance contract,

this insurance terminates upon commencement of such delay, interruption or storage.

### 4.6.2 If owing to circumstances beyond the control of the Policyholder the contract of affreightment has been terminated and the goods have been discharged at a place other than the final destination and the Policyholder, the Insured or any person identifiable to them will not take delivery of the goods at that place, this insurance continues to be in force on such terms and at such additional premium as agreed separately

- until the goods have been disposed of at such place
- until the Policyholder has requested to terminate this insurance, or
- if the goods are forwarded either to the destination named in the contract of affreightment terminated or to any other agreed destination, until this insurance has been terminated as stipulated in 4.5,

provided that the Policyholder has given the Insurer prompt notice of such circumstances and no loss of or damage to the goods insured has been reported to the Policyholder or to the Insurer at the time.