

## LAND AND AIR TRANSIT CLAUSE COVER A

This insurance is to indemnify the ASSURED against loss of or damage to the goods hereby insured, caused by any of the perils set out hereunder, viz:

- a) Fire
  - b) Flood
  - c) Accident to or Forced landing of the Aircraft carrying the goods.
  - d) Overturning and/or derailment of the conveyance.
  - e) Collision or contact of the conveyance or the load thereon with any other vehicle or object.
  - f) Sinking of ferries.
1. This insurance attaches from the time the goods hereby insured-leave the warehouse or place of storage at the place named in the Policy for the commencement of the transit and continues during the normal course of transit until they are delivered to the warehouse of the consignee or other final warehouse or place of storage at the destination named in the Policy.
  2. Nothing shall prevent an assignment of the Policy on sale, pledge or other transfer of the interest in the insured goods the Assured or the Assured's assignee.
  3. It is warranted that the Assured shall act with reasonable dispatch in all circumstances within the Assured's control.
  4. Any deviation from original route by reason of some unusual circumstances or of some liberty the carrier may exercise shall not invalidate the Policy provided always that:
    - a) Such deviation is beyond the control of the Assured.
    - b) Notice be given to the Company immediately upon the Assured becoming ware of the deviation.
    - c) Prompt payment be made to the Company of any additional premium which may be charged in respect of such deviation.
  5. On the happening of any event giving rise or likely to give rise to a claim under the Policy the Assured shall, at the Assured own expense:
    - a) Give immediate notice thereof in writing to the company.
    - b) Within thirty days after the event or such further time as the Company may in writing allow, deliver to the Company to any person the Company may appoint to deal with the claimant a statement in writing containing such detailed particular and sported by such documentary evidence as may be reasonable required by of on behalf of the Company.
    - c) Upon demand deliver to the Company or any person the Company may appoint to deal with the claim a statutory declaration of the truth of the claim and of any matter connected therewith.
    - d) With diligence take all reasonable precautions to prevent further loss or damage.
    - e) Immediately inform the Policy of any malicious damage, burglary or theft, or any attempt thereat, if insured by the Policy.
    - f) Furnish the Company with the statement giving details of all other insurances (if any) in force covering the risk in respect of which a claim has been made or is about to be made under the Policy.

6. The Assured shall, at the expense of the Company, do and concur in doing and permit to be done all such act and things as may be necessary or reasonable required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitle or subrogated appoints paying for making goods any loss or damage under the policy whether such acts and things shall be or become necessary or required before or after indemnification for the Assured by the Company.
7. If at the time of any loss of or damage to any goods hereby insured there be another existing insurance effected by or on behalf of the Assured covering the goods against such t loss or damage under the liability of the Company hereunder shall be limited to its ratable proportion of the loss or damage. The payment of any premium or the issue of any Policy, receipt or cover note shall be deemed conclusive evidence of the existence of such other insurance whether liability thereunder be disputed or not.
8. *The Policy **does not insure** against loss or damage directly or indirectly caused by, attributable to, resulting from or arising out of:*
  - a) Wear and tear - delay - inherent vice or nature of the goods described in the Policy.
  - b) War-invasion-act of foreign enemy-hostilities or warlike operations (whether war be declared or not) civil war-rebellion-revolution-insurrection-military or usurped power-confiscation, destruction, requisition or detention by or under the order of any Government or Public or Local Authority.
  - c) Strikes-riots-civil Commotion-labor disturbancesHijack, for the purpose of this Clause the term "hijack" shall mean the acquisition or the insured goods whilst in transit by violence or the threat violence.