

## Marine Cover Note

This cover note is valid:-

1. 90 days from the date of issue or
2. If under letter of credit, until the expiry day of the letter of credit provided always that the period of validity of this cover note shall not exceed 180 days.

The cover is given on the strict understanding that the offer of this insurance has not been declined by any insurer and that there is no additional insurance current or applied for covering the risk.

This cover note may be cancelled by the company giving the insured 30 days notice of cancellation, or 48 hours in so far as war, strikes, riots and civil commotions risks are concerned. However, vessel sailing within 30 days (or 48 hours for war, strikes, riots and civil commotions risks) from the date of such notice of cancellation are held covered.

Declaration of interest to be made prior to sailing of vessel or as soon as the Insured has details of this shipment.

### Computer Millennium Clause (Cargo)

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

### Cargo Ism Endorsement

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

1. passenger vessels transporting more than 12 passengers and
2. oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more. Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not ism code certified or whose owners or operators do not hold an ism code document of compliance when, at the time of loading of the subject matter insured on board the vessel, the assured were aware, or in the ordinary course of business should have been aware:-

- a. Either that such vessel was not certified in accordance with the ism code
- b. Or that a current document of compliance was not held by her owners or operators as required under the solas convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who have bought or agreed to buy the subject matter insured in good faith under a binding contract.

### Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.