

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

It is hereby understood and agreed that this Termination of Transit Clause shall be paramount and absolute, overriding any clause or clauses, or any other provisions stamped or endorsed to this open cargo policy.

1. Notwithstanding any provisions to the contrary contained in this policy, its endorsements, or the clauses referred to therein, it is understood and agreed that in so far as this policy covers loss of, or damage to the subject matter insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting there from is accidental or intentional, such cover is conditional upon the subject matter insured being in the ordinary course of transit and, in any event, shall terminate either:

1.1 As per the transit clauses within or any other provisions stamped or endorsed to this open cargo policy.

Or

1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein;

1.3 on delivery to any warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage, processing, exhibition, or any other like facility, other than the ordinary course of transit, or for allocation or distribution;

Or

1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the goods hereby insured from the overseas vessel at the final port of discharge,

1.5 in respect of air transits, on the expiry of 30 days after unloading the subject matter insured from the aircraft at the final place of discharge,

whichever shall first occur

2 If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1.

3 This clause is subject to English law and customs, except in the United States and its possessions where the law and customs of the United States will prevail.