

## Article 6 of the cargo policy of Antwerp dd. 20.04.2004

### Article 6

Without derogation to the provisions of article 11, the insurers shall take for their account in case of an insurance “**Free of Particular Average**”:

free of  
particular  
average

- 6.1 every physical total loss arising from storm, shipwreck, stranding, collision, forced entry into a port of distress, forced change of route, voyage and/or vessel, jettison, fire, looting, capture and molestation by pirates, perils of the sea during quarantine, negligence of the Master and of the crew, barratry of the Master and, in general, from all accidents and perils at sea ;
- There is a physical total loss when the insured object is destroyed, or is damaged to such a degree that it ceases to be a thing with the properties of the insured object, or when it is damaged to such an extent that the repair costs and the costs to be made in order to forward it to its final destination would exceed its value at destination, or when the Assured would be irrevocably deprived of the insured object, or when it is improbable that he will recover it, or that the costs to be made for this purpose would exceed the value of the insured object at the time when he would recover it.
- 6.2 all physical damage and/or losses occurred during the voyage by sea or inland waterways, when one or several of the following events has/have taken place :
- shipwreck;
  - fire;
  - stranding;
  - collision;
  - discharge as a consequence of forced entry into a port of distress;
- 6.3 all cases for which abandonment can be invoked under [article 12 \(see below\)](#);
- 6.4 all physical damage and/or losses caused by falling into the water during loading, unloading and transhipment of seagoing vessels and inland navigation craft;
- 6.5 all physical damage and/or losses during transit and/or intermediate storage on land or during transport by air, and caused by one or several of the following occurrences :
- an accident incurred by the means of conveyance on which the goods and objects are loaded and/or the building in which the goods and objects are stored;
  - fire;
  - lightning;
  - explosion;
  - collapse of bridges, tunnels and other engineering structures;
  - flood;
  - avalanche, snowfall, landslide;
  - emergency landing of an aircraft due to a technical failure of this conveyance;
- 6.6 all physical damage and /or losses caused by theft; \*
- \* By insurers limited to theft and non delivery of the entire vehicle only.

6.7 all physical damage and/or losses caused by adverse climatic conditions are also covered if subsequent to one of the events mentioned under article 6.5.

- Article 11**
- 11.1 In no case shall this insurance cover:
- exclusions
- 11.1.1 damage, losses and/or expenses, directly or indirectly, wholly or partly caused by or arising from the risks of radioactive contamination as described in the latest relevant clause issued by the recognized Belgian Professional Association of Marine Insurers and published in the appendix of the “Belgian Official Gazette”;
- 11.1.2 damage, losses and/or expenses caused by seizure, confiscation and any other occurrence which is the consequence of contraband, prohibited or clandestine commerce.
- 11.2 Unless stipulated otherwise, the insurers will furthermore not indemnify :
- 11.2.1 rejection risks : the refusal of undamaged insured goods and objects by the competent authorities and the consequences thereof;
- 11.2.2 the contractual and/or the extra-contractual liability of the Assured arising from damage and/or losses howsoever caused by the insured goods and objects, without derogation, however, to the stipulations of article 12.3;
- 11.2.3 expenses, of whatever nature, of quarantine, wintering and lay days;
- 11.2.4 damage, losses and/or expenses caused by :
- inherent vice of the insured goods and objects;
  - faulty packaging and/or insufficient packing of the insured goods and objects, carried out by the Assured and/or his servants before inception of the voyage;
  - delay which is not caused by an insured peril;
- 11.2.5 damage, losses and/or expenses directly or indirectly, wholly or partly caused by - or arising from :
- 11.2.5.1 - war with or without declaration, civil war, revolution, hostilities, reprisals, arrest, capture, molestation by whatever government, ally or enemy, recognized or not, mutiny, insurrection or civil commotion arising therefrom or any hostile act perpetrated by or against a belligerent power;
- capture, seizure, arrest, enforcement order or detention, arising from the perils mentioned under the preceding paragraph, as well as the consequences thereof or any attempt thereto;
  - derelict mines, torpedoes, bombs or other derelict weapons of war;
  - other war risks defined under Belgian Statute Law;
  - all war accidents and war perils in general;
- 11.2.5.2 - strike, riot, civil commotion, lock-out or disorder arising from labour disputes;
- terrorism or any action based on a political motive;
- 11.2.6 consequential damage, losses and/or expenses, even if caused by an insured peril;
- 11.2.7 difference in duties on arrival at destination.

\* article 12 (ABONDONMENT):

12.1

Abandonment extends exclusively to the goods and objects which are the subject-matter of the insurance and the risk.

## 12.2

Without derogation to the stipulations of article 11 of this policy and notwithstanding the stipulations of the “Commercial Code”, abandonment can only be notified in the following cases:

- capture by pirates;
- physical damage and/or losses of at least 3/4 of the value, if caused by a peril insured against, irrespective of the means of conveyance and place of storage;
- absence of news for a period of 90 days after reception of the last message from the vessel or inland navigation craft or when same are considered missing by a competent authority. The above-mentioned period of 90 days is reduced to 60 days for means of conveyance other than ocean-going vessels and inland navigation craft.

Goods and objects insured “Free of Particular Average”, as defined in article 6 and subject to smashing, breakage or leakage can be abandoned on the grounds of physical damage and/or losses of at least 3/4 of the value, but only in those cases mentioned under article 6.2 and occurred during the carriage by sea or by inland waterways.

Radioactive goods and objects, even if same became radioactive after the inception of the risk, can never be abandoned.

By way of derogation from all conflicting legal and/or contractual stipulations, the insurers are allowed a period of 60 days to accept or reject an abandonment of which they have been notified. If they have not communicated their decision within this period of 60 days, they are deemed to have accepted the abandonment.

There is no possibility of appeal against the decision of the insurers. If abandonment is not accepted, the settlement shall be effected by way of total loss.

Whenever the settlement is effected by way of total loss due to the rejection of the abandonment by the insurers, the Assured will remain the owner of the insured goods and objects, the eventual salvage value of which remains for his account.

### 12.3

When the abandonment of the insured goods and objects is accepted, the liability of the insurers as owners of the abandoned goods and objects for any damage and/or losses caused by the abandoned goods and objects attaches from the time when the transfer of the ownership of same to the insurers takes place.