

G 17

CLAUSE FOR THE TRANSIT OF PERISHABLE INTERESTS

The insurers shall pay:

- A. all losses of and physical damage to the interests insured – including the expenses referred to in article 3 of the “Dutch Bourse Cargo Policy 2006” – arising from external causes, the onus of proof of which lays with the Assured, including theft, missing and embezzlement irrespective of how small and in what way arisen.

Loss and/or damage manifesting itself in any form of deterioration or resulting from the nature of the interests insured themselves is covered under this insurance only if:

1. the transit of the interests insured is delayed for a period of at least five days and that only if the delay has been caused by material damage to the means of conveyance;
2.
 - a. the vessel or any other means of conveyance carrying the interests insured having caught fire,
 - b. the vessel carrying the interests insured being stranded or sunk or having been in collision;
3. the loss and/or damage has been caused by:
 - a. fire or explosion,
 - b. the influence of salt water on the interests insured,
 - c. fracture or rupture of pipes or tubes and boilers,
 - d. breakdown of the refrigerating or freezing machinery for a period of at least 48 consecutive hours,
 - e. the discharge of the interests insured for distress or at a port of distress and the subsequent reloading of these interests.

But nevertheless the statements in the articles 17 and 24 “Evident negligence by an insured party” and “Free of war risks and strike risks” of the conditions “Dutch Bourse Cargo Policy 2006”.

- B. all contributions in general average, as set forth in articles 9 and 10 of the Conditions “Dutch Bourse Cargo Policy 2006”.

Loss and/or damage caused by or during delay arising from one of the events mentioned in Section I of Clause M 3 War and Strike Risks of the Dutch Insurance Exchange Association are excluded from this insurance.

In case of differences between the wording of these conditions and the Clause for the transit of perishable interests (Clausule voor vervoer van bederfelijke zaken), which was filed on 7th December 2005 with the Dutch Insurance Exchange Association, the provisions of the latter shall prevail.

This clause has been translated from the original Dutch wording. In case of differences between the wording of this clause and the original Dutch wording, the provisions of the latter shall prevail.

The wording of the Bourse conditions is available via the website of the VNAB (Dutch Insurance Exchange Association), www.vnab.nl.