

AIMU ALL RISKS CARGO CLAUSES (1/1/2004) COMPARED
WITH THE LONDON INSTITUTE CARGO CLAUSES (A) (1/1/2009)

AIMU TERMS	CLAUSE NUMBER	COMPARISON/COMMENTS
1. AVERAGE TERMS		
"All Risks"	1(A)	Clauses are similar. Essentially the same.
"On Deck" Bill of Lading, FPA Terms	1(B)	No express London clause.
2. ADDITIONAL COVERAGES		
General Average and Salvage	2(A)	BOTH COVER—AIMU is subject to Loss Adjustment Clause 7(C).
Landing, Warehouse & Forwarding Charges	2(B)	LONDON: Covered, but with exceptions for general average or salvage charges, the exclusions of Clauses 4, 5, 6, and 7, and charges arising from the fault, negligence, insolvency, or financial default of the Assured. AIMU: Far fewer words and slightly different terminology, without any exceptions in the clause itself: "Landing, warehousing, forwarding and special charges incurred by reason of perils insured against." This provision seems broader on its face.
Brands & Trademarks	2(C)	Subject to Loss Adjustment Clause 7(F); no analogous provision in London.
"Both to Blame"	2(D)	BOTH COVER.
Sue & Labor Charges	2(E)	Almost identical, though AIMU contains an offset to the claim amount for the value of an Assured's impairment of rights.
Craft/Lighter Charges	2(F)	No express London clause.
3. EXCLUSIONS		
Basic Exclusions		
Ordinary leakage, wear and tear	3(A)(1)	LONDON/AIMU: Clauses are similar almost identical, represent established case law and would most likely be applied with exactly the same result.
Willful Misconduct	3(A)(2)(a)	BOTH EXCLUDE.
Inherent Vice	3(A)(2)(b)	BOTH EXCLUDE.
Insolvency owners/charters/ operators	3(A)(2)(c)	LONDON: excludes where the Assured knew or should have known of insolvency or financial default of owners, managers, charterers, or operators.
Insufficiency/unsuitability of packing	3(A)(2)(d)	LONDON: Does not cover inadequate packing by the Assured if packed prior to attachment of risk (clause 8.1 -covered if loss occurs after being moved for purpose of for transit) ; "packing" includes stowage into a container. AIMU: Excludes inadequate packing defined to include stuffing of container when done by Assured prior to transit.

AIMU ALL RISKS CARGO CLAUSES (1/1/2004) COMPARED
WITH THE LONDON INSTITUTE CARGO CLAUSES (A) (1/1/2009)

AIMU TERMS	CLAUSE NUMBER	COMPARISON/COMMENTS
4. PARAMOUNT WARRANTIES		
F.C. & S. Warranty*		*Certain perils can be bought back through war risk and/or S.R.&C.C. additional coverages.
Capture, seizure, arrest, restraint	4(A)(1)	AIMU: insurance warranted free from all consequences of . . . piracy. 4(A)(4).
Nuclear weapon or device	4(A)(2)(a), 4(D)	BOTH EXCLUDE.
Derelict mines, torpedoes, bombs	4(A)(2)(b)	BOTH EXCLUDE.
War, civil war, revolution, rebellion, insurrection	4(A)(3)-(4)	AIMU: insurance warranted free from all consequences of . . . piracy. 4(A)(4).
S.R. & C.C. Warranty*		*Certain perils can be bought back through war risk and/or S.R.&C.C. additional coverages.
Caused by strikers/locked-out/workmen	4(B)(1)	BOTH EXCLUDE.
Resulting from strikes, lock-outs, labor disturbances, riots, or civil commotions	4(B)(1)	BOTH EXCLUDE.
Caused by any act of terrorism	4(B)(2)	Clauses are similarEssentially the same, but, though see below.
Caused by any person acting from a political, ideological, or religious motive	4(B)(2)	AIMU: no mention of religious motive.
Delay Warranty	4(C)	LONDON: Excludes loss caused by delay even if delay results from a covered peril, although cover remains in force during delay beyond control of assured (8.2). AIMU: Delay warranty excludes loss of market or damage, expense or deterioration due to delay (note some buy back available for perishables).
Nuclear/Radioactive Contamination Exclusion Warranty	4(D)	BOTH EXCLUDE.
5. ADDITIONAL CONDITIONS		
Seaworthiness	5(A)	LONDON: Excludes cover for unseaworthiness of vessel, container or conveyance known to assured at time of shipment, but covers a BFP who, by definition, could not have known; otherwise covered even if vessel unseaworthy. AIMU: Seaworthiness is admitted but misconduct of carrier covered only where shipper is innocent.; coverage is broader.
Carrier Clause	5(B)	Both are clearprovide that insurance is not to the benefit of any carrier or bailee.
Economic & Trade Sanctions	5(C)	No express London clause.

AIMU ALL RISKS CARGO CLAUSES (1/1/2004) COMPARED
WITH THE LONDON INSTITUTE CARGO CLAUSES (A) (1/1/2009)

AIMU TERMS	CLAUSE NUMBER	COMPARISON/COMMENTS
6. DURATION OF RISK		
Transit Clause		
Insurance attaches—	6(A)(1)	AIMU: From the time the insured property leaves the warehouse for the commencement of transit. LONDON: From the time the subject-matter insured is first moved in the warehouse for the purpose of immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit.
Insurance continues until—	6(A)(1)	AIMU: One of three contingencies. LONDON: One of four contingencies.
Delivery to final warehouse or place of storage at the destination in the contract of insurance, or	6(A)(1)(a)	LONDON: Completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance.
Delivery to any other warehouse or place of storage that the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution, or	6(A)(1)(b)	LONDON: Clauses are similar. Similar wording, though the; insurance continues upon completion of unloading from the carrying vehicle or other conveyance at such place; includes leaving cargo in container.
Upon the expiration of 60 days (30 days on air shipments) after completion of discharge from vessel (aircraft), whichever occurs first.	6(A)(1)(c)	LONDON: Clauses are similar. Similar wording, though; no thirty-day provision for air transit.
In the event of a delay in excess of the above periods outside the Assured's control, held covered at a premium to be named for an additional 30 days provided the Assured gives notice as promptly as possible, but in any event prior to the expiry of the original 60 (30) day period.	6(A)(1)(c)	LONDON: Insurance remains in effect during such delay, subject to the four termination-contingencies, and also subject to termination of the contract of carriage, either on the occurrence of certain contingencies or until the expiry of 60 days, whichever occurs first.
Insurance remains in force during deviation, delay, forced discharge, re-shipment, transshipment, or from the carrier's exercise of liberty under the contract of affreightment.	6(2)(a)	LONDON: Essentially the same. Clauses are similar.
Where carrier exercises liberty and transit ends at other than the insured destination, the insurance continues until the sale and delivery to such other place; or if the insured property is not sold but is forwarded, then the insurance continues until the insured property is sold and delivered.	6(2)(b)	AIMU: Clauses are similar. LONDON: Essentially the same; there is greater detail in AIMU, though the result would be similar in that coverage extends to forward cargo.

AIMU ALL RISKS CARGO CLAUSES (1/1/2004) COMPARED
WITH THE LONDON INSTITUTE CARGO CLAUSES (A) (1/1/2009)

AIMU TERMS	CLAUSE NUMBER	COMPARISON/COMMENTS
If forwarded post-discharge but prior to expiry of insurance, first moved to new destination.	6(A)(3)	LONDON: If after discharge but prior to termination, the subject-matter insured is forwarded to a destination other than the insured destination, the insurance shall not extend beyond the "first movement" for the commencement of transit to that other destination.
Held covered at a premium to be named in case of change of voyage.	6(A)(4)	LONDON: SClauses are similar;imilar, though London has a "prompt notification" requirement.
Condition re: no interruption or suspension of transit unless beyond the Assured's control.	6(A)(5)	No express London clause.
Insured property taken out of transit at Company's surveyors' instructions held covered	6(A)(6)	No express London clause.
Shipments Returned or Refused	6(B)	No express London clause.
Consolidation/Deconsolidation	6(C)	No express London clause.
7. LOSS ADJUSTMENT CLAUSES		
Constructive Total Loss	7(A)	Clauses are similar;Essentially the same: Nno claim for CTL recoverable unless goods abandoned or actual loss unavoidable.
Partial Loss	7(B)	No express London clause.
General Average & Salvage Charges	7(C)	No express London clause.
Machinery Clause	7(D)	No express London clause.
Labels Clause	7(E)	No express London clause.
Brands & Trademarks	7(F)	No express London clause.
Subrogation	7(G)	Assured must take reasonable measures to minimize loss; preserve rights.; AIMU: contains an offset to the claim amount for the value of an aAssured's impairment of rights.
Notice of Loss	7(H)	AIMU: requires the Assured to "promptly" report any loss or damage that may give rise to a claim., which is narrower than London requires assured's all-encompassing language to act in "reasonable dispatch in all circumstances" within the aAssured's control.
Payment of Loss	7(I)	No express London clause.
Notice of Suit	7(J)	No express London clause.
Choice of Law	7(K)	AIMU: Provides forRequires application of federal maritime common law, or in its absence, New York law. LONDON: English law and practice.

AIMU ALL RISKS CARGO CLAUSES (1/1/2004) COMPARED
WITH THE LONDON INSTITUTE CARGO CLAUSES (A) (1/1/2009)

AIMU TERMS	CLAUSE NUMBER	COMPARISON/COMMENTS
8. OPERATING CLAUSES		
Reports of Shipments	8(A)	No express London clause.
Inspections of Records	8(B)	No express London clause.
Special Cargo Policies	8(C)	No express London clause.
Other Insurance	8(D)	No express London clause.