

**TIMBER TRADE FEDERATION OF THE UNITED KINGDOM
PLYWOOD INSURANCE CLAUSES 1938**

1. Each raft or craft or deckload or Bill of Lading or deckload of each Bill of Lading to be deemed a separate insurance if required by Assured.

2. Average, including theft, pilferage, breakage, leakage, shortage, non-delivery, shipowners' liability, damage by freshwater, mud, hooks, oil and/or other cargo damage recoverable irrespective of percentage, and risk to attach from the time of leaving mill, warehouse, factory, yard or premises at the port or in the interior, whilst in transit by land and/or water to the ocean going vessel, whilst on board the ocean going vessel until discharged at port of destination, and whilst in transit by land and/or water to final destination there, or in the interior. Including all risks of transhipment and/or landing, whilst on shore, and of reshipment wherever incurred and all liberties and liabilities as per Bill of Lading or Contract of Affreightment.

3. Including transit by craft, raft and/or lighter to and from the vessel. The Assured are not to be prejudiced by any agreement exempting lighterman from liability.

4. The Assured are not to be Prejudiced by the presence of the negligence clause and/or latent defect clause in the Bill of Lading and/or Charter Party. The seaworthiness of the vessel as between the Assured and the Assurers is hereby admitted and the wrongful act or misconduct of the Shipowner or his servants causing a loss is not to defeat the recovery by an innocent Assured if the loss in the absence of such wrongful act or misconduct would have been a loss recoverable on the Policy. With leave to sail with or without pilots, and to tow and assist vessels or craft in all situations, and to be towed.

5. In case of deviation, change of voyage or additional risk not specified, to be held covered upon premium to be arranged.

6. In the event of the exercise of any liberty granted to the Shipowner or Charterer under the Contract of Affreightment whereby such contract is terminated at a port or place other than the destination named therein, the goods are held covered in terms of the Policy at a premium to be arranged until sold and delivered at such port or place, or notice be given to Underwriters to terminate the Policy whichever first occurs, or if the goods be forwarded to the destination named herein or to any other destination, until arrival at destination provided always that no liability shall attach to this Policy for loss or damage occurring after the termination of such Contract of Affreightment and proximately caused by delay or inherent vice or nature of the subject matter insured.

7. Including risk of negligence, default or error in judgment of the pilot, master, mariners, engineers or others of the crew, or stevedores or other persons employed by the Shipowner, or for whose acts he is responsible.

8. General Average and Salvage Charges recoverable according to foreign statement or the York/Antwerp rules, if in accord with the Contract of Affreightment.

9. To pay the insured value of an Portion of the cargo which may be totally lost in loading, transhipment, or discharge, also any loss or damage which may reasonably be attributed to discharge of cargo at a port of distress, a to pay landing, warehousing, forwarding and special charges if incurred.

10. Deckload warranted free from Particular Average unless the vessel or craft be stranded, sunk or burnt, but the Assurers are to pay the Insured value of any portion of the cargo which may be totally lost by jettison and washing overboard or in loading, transhipment or discharge, also any loss of or damage to the interest insured which may reasonably be attributed to fire, collision or contact of the vessel and/or craft and/or conveyance with any external substance (ice included) other than water, or to discharge of cargo at a port of distress, but this clause not to affect Underwriters' liability for landing, warehousing, forwarding and special charges for which they would otherwise be liable.

11. Including Liability for Dead Freight arising from Craft loss at loading port or ports.

12. Warranted free of the risks excluded from the Standard Form of English Marine Policy by the Institute War and Strike Exclusion Clauses in force at the time the Contract of Insurance is entered into.

**ADDITIONAL CLAUSES APPLICABLE TO
POLICIES ISSUED BY NON-ENGLISH
UNDERWRITERS.**

Lloyds standard printed form of Policy together with the Federation Clauses attached (or as incorporated) shall be deemed to be the basis of the insurance and shall override all terms and conditions of the foreign form of Policy inconsistent therewith.

Any question as to the interpretation of this Policy shall be settled according to English law, the jurisdiction of the English Courts admitted by Assurers.

London Settlement — Names of paying bankers and/or agents to whom notice of claim is to be sent, and who are authorized to accept service of writ for and on behalf of Assurers to be stated on Policy.

Where the insured amount is expressed both in a foreign currency and in sterling, claims shall be adjusted at the rate of exchange thereby indicated. If expressed in a foreign currency only, the settlement shall be effected at the rate in force for sight bills in London on the date of the Policy.