

Cargo deviation clause 2021

Cover	1	Liabilities under rules 3.13 and 3.14 where such liabilities fall within the scope of exclusions (2) to (12) of rule 3.13, and exclusion (1) of rule 3.14.
Exclusions	2.1	Unless otherwise agreed by the managers, the member shall only be entitled to recover in respect of any liabilities, costs or expenses under paragraph 1 if the member has no recourse to recover such sums from any other party and, where such recourse may be subject to the exercise of discretion by another party, then it shall be a condition precedent to recovery under paragraph 1 that such discretion shall first have been exercised.
	2.2	Excluding liabilities covered elsewhere under the rules and the member's certificate of entry.
	2.3	Excluding liabilities for any loss or damage arising from: (1) inherent quality, defect or vice of cargo (2) rusting, electronic and mechanical derangement, unless caused by an external peril (3) delay and/or loss of market.
	2.4	In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
	3	Where cover under this extension is provided in respect of a ship which is not entered with the club, the member and each joint entrant warrant that they have not and will not disclose the existence and/or the terms of this policy without the prior written approval of the managers.
Deductible and limit of cover	4	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.