

## Through transport extension clause 2021

|                   |                                      |   |   |
|-------------------|--------------------------------------|---|---|
| <b>Cover</b>      | <b>1</b>                             | Liabilities arising out of the carriage of any cargo or container by or on behalf of a member in respect of:  |   |
|                   | <b>1.1</b>                           | the injury, illness or death of any person, not being a person specified in rules 3.1 to 3.3  |   |
|                   | <b>1.2</b>                           | loss of or damage to any property, other than any cargo carried or intended to be carried by or on behalf of the member or any container owned, hired or used by the member   |   |
|                   | <b>1.3</b>                           | the necessary disinfection of any cargo or container under public health regulations, or otherwise directly consequent upon compliance by a member with any public health regulations after deducting the ordinary expenses which would have been incurred in any event apart from the outbreak of disease or the application of such regulations.  |   |
|                   | <b>1.4</b>                           | Fines imposed for any offence not covered under rule 3.16 relating to the carriage of any cargo or container by or on behalf of a member.   |   |
| <b>Exclusions</b> | <b>2</b>                             | There shall be no recovery:   |   |
|                   | <b>2.1</b>                           | under paragraphs 1.1 or 1.2:<br><br><b>(1)</b> unless the cargo or container is intended to be, or has been, carried on the ship; or<br><br><b>(2)</b> in respect of any liabilities which would not have arisen but for the terms of any contract or indemnity, unless the contract or indemnity has been approved by the managers.  |   |
|                   | <b>2.2</b>                           | under paragraph 1.1 in respect of liability to any person employed by the member (other than crew) unless the managers have agreed that the member's cover includes insurance in respect of liability to his employees  |   |
|                   | <b>2.3</b>                           | under paragraphs 1.1 to 1.4 in respect of liabilities:<br><br><b>(1)</b> for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;<br><br><b>(2)</b> relating to any of the risks which are excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers;<br><br><b>(3)</b> for punitive, exemplary or multiple damages awarded against the member or any person for whose conduct the member is liable;<br><br><b>(4)</b> arising in respect of a trailer owned or leased by the member which is being used on public roads in the United States of America or Canada, unless otherwise agreed by the managers. |   |
|                   | <b>3</b>                             | The exclusions to rule 3.16 apply to any claim under paragraph 1.4.   |   |
|                   | <b>Deductible and limit of cover</b> | <b>4</b>  | The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry. |