



**“ISM CARGO”**

**Clause CE207 of the Royal Belgian Association of Marine Insurers  
dd. December 18<sup>th</sup>, 2008**

**Free and non-committal translation**

In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail

**APPLICATION**

This clause applies to shipments of goods on board of vessels and/or craft and/or mobile offshore drilling units, of 500 gross tonnage or more.

**EXCLUDED RISKS**

This insurance shall not cover loss, damage or expense where the subject-matter insured is carried by an above mentioned vessel and/or craft and/or unit that is not ISM code certified, or whose owners or operators do not hold an ISM code Document of Compliance, when at the time of loading of the subject-matter insured on board the vessel and/or craft and/or unit the Assured were aware or reasonably could have been aware :

- a) either that such vessel and/or craft and/or unit not being certified in accordance with the ISM code,  
or
- b) that the owner or operator of the vessel and/or craft and/or unit not holding a valid ISM code Document of Compliance,

as required under the SOLAS Convention of 1974 with amendments.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder, who has bought or agreed to buy the subject-matter insured in good faith under a binding contract.

When the exclusion is not applicable according to the stipulations of the former paragraph, this insurance will be extended to cover the additional expenses which will be reasonably made for unloading, storage, loading and reforwarding of the subject-matter insured to the destination mentioned in the policy, following release of the subject-matter insured from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either to :

- a) such vessel not being certified in accordance with the ISM code,  
or
- b) her owner or operator not holding a valid ISM code Document of Compliance,

as required under the SOLAS Convention of 1974 with amendments.

The indemnity for these additional expenses shall never exceed the insured value of the subject-matter insured.

The cover for above mentioned additional expenses does not apply to General Average or Salvage or Salvage Charges, and is subject to all other terms, conditions and exclusions contained in the policy of which this clause makes part.