

INSTITUTE WAR AND STRIKES CLAUSES CARGO STORED AFLOAT IN MECHANICALLY SELF-PROPELLED VESSELS

RISKS COVERED

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by

Risks
Clause

1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.2 capture seizure arrest restraint or detainment arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat

1.3 derelict mines torpedoes bombs or other derelict weapons of war

1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.5 any terrorist or any person acting from a political motive.

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses.

General
Average
Clause

EXCLUSIONS

3 In no case shall this insurance cover

General
Exclusions
Clause

3.1 loss damage or expense attributable to wilful misconduct of the Assured

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subjectmatter insured (for the purpose of this Clause 3.3 "packing" shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)

3.6 loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel

3.7 any claim based upon loss of or frustration of the voyage or adventure

3.8 loss damage or expense arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.9 loss damage or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

3.10 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion

3.11 any claim for any sum recoverable under any other insurance on the subject-matter insured or which would be recoverable under such insurance but for the existence of this insurance.

4 4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness or unfitness of the named storage vessel for the safe carriage of the subject-matter insured where the Assured or their servants are privy to such unseaworthiness or unfitness.

Unseaworthiness
and Unfitness
Exclusion
Clause

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured, unless the Assured or their servants are privy to such unseaworthiness or unfitness.

DURATION

5 5.1 This insurance attaches

5.1.1 at midnight of the day when the storage vessel named herein carrying the subject-matter insured

5.1.1.1 first enters the area specified herein for the purpose of storage whilst under way within that area

or

5.1.1.2 first anchors, moors, or otherwise secures at the anchorage specified herein for purpose of storage afloat,

or

5.1.2 at the stated commencement time and date if the named storage vessel is within the areas specified herein for the purpose of storage afloat;

and

Duration
of Cover
Clause

5.2 terminates

5.2.1 as the subject-matter insured is discharged overside from the named storage vessel,
or

5.2.2 after the expiry of 15 days counting from midnight of the day of arrival of the named storage vessel at the final port or place of discharge for the purpose of discharge, whichever shall first occur unless and if as specified herein the named storage vessel is permanently moored at the final port or place of discharge whilst carrying the subject-matter insured when this insurance terminates as in 5.2.1 above

5.3 If, during the period between the time of attachment or termination referred to above, the named storage vessel puts into any port other than for the purpose of discharge, this insurance shall terminate not later than 15 days counting from midnight of the day of arrival at the port. When without having discharged the subject-matter insured the named storage vessel sails from the port, the insurance shall reattach from the time of sailing and thereafter terminate in accordance with the provisions of 5.2 of this Clause 5.

(For the purpose of 5.2.2 and 5.3 above

“arrival” shall be deemed to mean that the named storage vessel is anchored moored or otherwise secured at a berth or place within the Harbour Authority area. If such a berth or place is not available, arrival is deemed to have occurred when the vessel first anchors, moors or otherwise secures either at or off the intended port or place of discharge)

5.4 In no event shall this insurance extend beyond twelve months from attachment as provided for in 5.1.1 or 5.1.2 above.

CHANGE OF LOCATION

6 Held covered, subject to prompt notice and at a premium to be arranged, in the event of the named storage vessel proceeding outside the limits of the area specified in this insurance.

VESSEL QUALIFICATION

7 Warranted that the named storage vessel is a mechanically self-propelled vessel and will at the inception of the risk be classed as specified in the Institute Classification Clause current at that time.

CLAIMS

8 8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

9 9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

9.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

10 This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss,
and

11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

12 Measures take by the Assured or the Underwriters with the object of saving, protecting or recovering the subjectmatter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Change of
Location
Clause

Vessel
Qualification
Clause

Insurable
Interest
Clause

Increased
Value
Clause

Not to
Inure Clause

Duty of
Assured Clause

Waiver
Clause

AVOIDANCE OF DELAY

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

Reasonable
Despatch
Clause

NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION OF COVER

14 14.1 This insurance may be cancelled by either the Underwriters or the Assured giving 48 hours notice (such cancellation becoming effective on the expiry of 48 hours from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

Notice of
Cancellation
and Automatic
Termination of

14.1.1 Whether or not such notice of cancellation has been given this insurance shall **TERMINATE AUTOMATICALLY:**

14.1.1.1 upon the occurrence of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur and whether or not the subject-matter insured may be involved

14.1.1.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China:

14.1.1.3 in the event of the subject-matter insured or the named storage vessel being requisitioned either for title or use.

14.2 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of the above provisions of this Clause 14 a net return of premium shall be payable to the Assured, pro rata or as may be agreed.

15 This insurance shall not become effective if, prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 14 above.

LAW AND PRACTICE

16 This insurance is subject to English law and practice.

Storage vessel Period Quantity and description Insured value
of the subject-matter insured

Sea and territorial limits

a. for vessels under way: b. for vessels at anchor, moored or otherwise secured:

English Law
and Practice
Clause

NOTE:— It is necessary for the Assured when they become aware of an event which is “held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.