

INSTITUTE STRIKES CLAUSES CARGO

Risks Clause

1 This insurance covers, except as provided in Clause 3 and 4 below, loss of or

damage to the subject-matter insured cause by

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances,

riots or civil commotions

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

General Average Clause

2 This insurance covers general average and salvage charges, adjusted or deter 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 clause.

General Exclusions Clause

3 In no case shall this insurance cover

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 damaged or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose

of this Clause 3.3 “packing” shall be deemed to include

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 (expenses payable under

Clause 2 above)

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

3.7 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

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

3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction

or radioactive force or matter

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act

by or against a belligerent power.

Unseaworthiness and Unfitness Exclusion Clause

4 4.1 In no case shall this insurance cover loss damage or expense arising from

unseaworthiness of vessel or craft,

unfitness of vessel craft conveyance container or liftvan for the safe carriage of

this subject-matter insured,

where the Assured or their servants are privy to such unseaworthiness or unfitness, at

the time the subject-matter insured is loaded therein.

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 to destination, unless the

Assured or their servants are privy to such

unseaworthiness or unfitness.

Duration

Duration of the Risk

5 5.1 This insurance attaches from the time the goods leave the warehouse

or place of storage at the place named herein for the commencement of

the transit, continues during the ordinary course of transit and transit

and terminates either

5.1.1 on delivery to the Consignees' or other final warehouse or place

of storage at the destination named herein,

5.1.2 on delivery to any other warehouse or place of storage, whether

prior to or at the destination named herein, which the Assured elect

to use either

5.1.2.1 for storage other than in the ordinary course of transit or

5.1.2.2 for allocation or distribution,

or

5.1.3 on the expiry of 60 days after completion of discharge overseaside of

the goods hereby insured from the overseas vessel at the final port

of discharge,

whichever shall first occur.

5.2 If, after discharge overseaside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the

goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to

termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as

Provided for above and to the provisions of Clause 6 below) during delay beyond the

control of the Assured, any deviation, forced discharge,

reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or

charterers under the contract of affreightment.

Termination of the Contract of Carriage

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place or place other

than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above,

then this insurance shall also be terminated unless prompt notice is given to the Underwriters and continuation of cover is requested when the

insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after

arrival of the goods hereby insured at such port or place, whichever shall first occur, or

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any

other destination, until terminated in accordance with the provisions of Clause 5 above.

Change of Destination

7 Where, after attachment of this insurance, the destination is changed by the Assure, held covered at a premium and on conditions to be

arranged subject to prompt notice being given to the Underwriters.

Claim

Insurable Interest Clause

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.

Increased Value Clause

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 insurance 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 provided the Underwriters with

Evidence of the amounts insured under all other insurance.

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

insurance 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 insurance.

Benefit of Insurance

Not to Inure Clause

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

Minimising Losses

Duty of Assured Clause

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 charge properly and reasonably incurred in pursuance of these duties.

Waiver Clause

12 Measures taken by the Assured or the Underwriters with the object of saving,

Protecting or recovering the subject-matter insured shall not be considered as a

Waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Reasonable Despatch Clause

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

English Law and Practice Clause

14 This insurance is subject to English law and practice.

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 Underwriter and

The right to such cover is dependent upon compliance with this obligation.