

## INSTITUTE WAR AND STRIKES CLAUSES CONTAINERS – TIME

This insurance is subject to English law and practice

### RISKS COVERED

**1** This insurance covers, except as provided in Clause 5 below, loss of or damage to the subject-matter insured caused by

- 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, 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
- 1.6 confiscation or expropriation.

**2** This insurance covers general average salvage 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.

For the purpose of claims for general average contribution salvage and salvage charges recoverable hereunder the subject-matter insured shall be deemed to be insured for its full contributory value.

### INCORPORATION

**3** This Institute Container Clauses – Time 1/1/87, except Clauses 1, 2, 4, 5, 6, 7, 8, 9 and 11, are deemed to be incorporated into this insurance in so far as they do not conflict with the provisions of these clauses.

### DETAINMENT

**4** In the event that the container shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the container for a continuous period of 12 months then for the purpose of ascertaining whether the container is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the container without any likelihood of recovery.

### EXCLUSIONS

**5** This insurance excludes

5.1 loss damage liability or expense arising from

5.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

5.1.2 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

5.1.3 requisition or pre-emption

5.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country where the Assured have their principal place of business

5.1.5 arrest restraint detention confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

5.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

5.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),

5.2 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,

5.3 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),

5.4 loss damage or expense arising from insolvency or financial default,

5.5 loss damage liability or expense covered by the Institute Container Clauses – Time 1/1/87 or which would be recoverable thereunder but for Clause 15.1 thereof,

5.6 any claim for any sum recoverable under any other insurance on the container or which would be recoverable under such insurance but for the existence of this insurance.

## **SCOPE OF INSURANCE**

**6** 6.1 Except as provided in Clause 6.2 and 6.3 below, the subject-matter insured is covered only whilst on board an oversea vessel (including whilst on deck) or on board an aircraft, within the sea and territorial limits specified in the Schedule below.

6.2 The insurance against the risk of mines and derelict torpedoes, floating or submerged, is extended whilst the container is on board any vessel or craft.

6.3 The insurance against the risks covered under Clause 1.4 and 1.5 is extended whilst the container is on board any vessel or craft or whilst ashore, including loading and unloading, except where the loss or damage arises from war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.

6.4 This insurance excludes loss damage liability or expense arising whilst the container is not on board an aircraft or oversea vessel, except as provided in Clauses 6.2 and 6.3 above.

(For the purpose of this Clause 6 an “oversea vessel” shall be deemed to mean a vessel carrying the container from one port or place to another where such voyage involves a sea passage by that vessel.)

**Anything contained in this insurance which is inconsistent with Clause 6.4 shall to the extent of such inconsistency be null and void.**

## **TERMINATION**

**7** 7.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days 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.

Termination Clause

7.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

7.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 5.1.1 wheresoever or whensoever such detonation may occur and whether or not the container may be involved

7.2.2 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

7.2.3 in the event of the container being requisitioned, either for title or use.

7.3 In the event either of cancellation by notice of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the container, pro rata net return of premium shall be payable to the Assured.

**This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and 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 7 above.**

**IT IS A CONDITION OF THIS INSURANCE THAT EACH CONTAINER BEARS CLEAR MARKS OF IDENTIFICATION.**

#### SCHEDULE

Subject-Matter Insured			Sea and Territorial Limits
Type & Size	Identification Mark	Value	(which are deemed to include normal flying routes between points within these Sea and Territorial Limits)
{Response}	{Response}	{Response}	{Response}
			Oversea Vessels
Deductible {Response}			{Response}
or as per schedule attached			

1/1/87

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