

# INSTITUTE WAR CLAUSES

(sendings by Post)

## RISKS COVERED

- 1** This insurance covers, except as provided in Clauses 3 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 detention, 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.
- 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.

Risks Clause

General Average Clause

## EXCLUSIONS

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

General Exclusions Clause

## DURATION

- 4** This insurance attaches only as the subject-matter insured and as to any part as that part leaves the premises of the senders at the place named in the insurance for the commencement of the transit and continues, but with the exclusion of any period during which the subject-matter is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
- 5** Anything contained in this contract which is inconsistent with Clauses 3.6,3.7 or 4 shall, to the extent of such inconsistency, be null and void.

## CLAIMS

- 6**
- 6.1. 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.
  - 6.2. Subject to 6.1 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.

Insurable Interest Clause

## MINIMISING LOSSES

- 7** It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder
- 7.1. to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 7.2. to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised

Duty of Assured Clause

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.

- 8** 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 Waiver
- a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

Clause

## AVOIDANCE OF DELAY

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

Reasonable Despatch Clause

## LAW AND PRACTICE

- 10** This insurance is subject to English law and practice.

English Law and Practice Clause