

## **INSTITUTE WAR CLAUSES (AIR CARGO)**

**(excluding sendings by Post)**

### **1. This insurance covers**

#### **1.1 the risks excluded by the following clause**

“Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed, floating or airborne object (other than a mine, torpedo or other warlike missile), heavy weather or fire unless caused directly (and independently of the nature of the venture or service which the aircraft concerned or, in the case of a collision, any other aircraft involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty ‘power’ includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.”

#### **1.2 loss of or damage to the interest insured caused by**

1.2.1 hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife arising therefrom

1.2.2 mines, torpedoes, bombs or other engines of war.

### **2. This insurance excludes**

2.1 any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainments of Kings Princes Peoples Usurpers or persons attempting to usurp power

2.2 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 radio-active force or matter

2.3 loss or damage covered by the Institute Air Cargo Clauses (All Risks) with the Free of Capture etc. Clause (as quoted in 1.1 above) inserted therein

2.4 loss or damage proximately caused by delay inherent vice or loss of market, or any claim for expenses arising from delay.

### **3. Claims recoverable shall be payable irrespective of percentage.**

### **4. This insurance**

4.1 attaches only as the interest insured and as to any part as that part is load on the aircraft for the commencement of the air transit insured and

4.2 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is discharged from the aircraft at the final place of discharge

or

on expiry of 15 days counting from midnight of the day of arrival of the aircraft at the final place of discharge, whichever shall first occur.

nevertheless,

*subject to prompt notice to the Underwriters and the payment of an additional premium, such insurance*

4.3 reattaches when, without having discharged the interest at the final place of discharge, the aircraft departs therefrom, and

4.4 terminates, subject to 4.5 and 4.6 below, either as the interest and as to any part as that part is thereafter discharged from the aircraft at the final (or substituted) place of discharge,

or

on expiry of 15 days counting from midnight of the day of re-arrival of the aircraft at the final place of discharge or arrival of the aircraft at a substituted place of discharge, whichever shall first occur.

4.5 If during the insured voyage the aircraft arrives at an intermediate place to discharge the interest for on-carriage by the same or another aircraft or an oversea vessel, such insurance terminates on expiry of 15 days counting from midnight of the day of arrival of the aircraft at that place, but reattaches as the interest and as to any part as that part is loaded on the on-carrying aircraft or oversea vessel. During the period of 15 days such insurance remains in force after discharge only whilst the interest and as to any part as that part is at such intermediate place of discharge. If the insurance reattaches, it thereafter terminates in accordance with 4.2 unless the interest insured is forwarded on an oversea vessel when the relevant current Institute War Clauses shall apply from the reattachment of the insurance.

4.6 If the air transit in the contract of carriage is terminated at a place other than the destination agreed therein, that place shall be deemed to be the final place of discharge and such insurance terminates in accordance

with 4.2. If the interest is subsequently consigned to the original or any other destination, then, *provided notice is given to the Underwrites before the commencement of such further transit and subject to the payment of an additional premium*, such insurance reattaches

4.6.1 in the case of the interest having been discharged, as the interest and as to any part as that part is loaded on the on-carrying aircraft for the transit;

4.6.2 in the case of the interest not having been discharged, when the aircraft departs from such deemed final place of discharge;

thereafter such insurance terminates in accordance with 4.4.

( For the purpose of Clause 4

“oversea vessel” shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel)

5. Anything contained in this contract which is inconsistent with Clauses 2.1, 2.2 or 4 shall, to the extent of such inconsistency, be null and void.
6. *Subject to prompt notice to the Underwriters and the payment of an additional premium*, the interest is held covered within the provisions of these clauses in the case of
  - 6.1 change of or deviation from the voyage
  - 6.2 variation of the adventure by reason of the exercise of any liberty granted to the air carrier under the contract of carriage.
7. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.