

INSTITUTE WAR CLAUSES (FROZEN PRODUCTS)

1. This Policy covers:— 1
- (a) the risks excluded from the Standard Form of English Marine Policy by the clause:— 2
 "Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences 3
 thereof or of any attempt thereat; also from the consequences of hostilities or warlike 4
 operations, whether there be a declaration of war or not; but this warranty shall not 5
 exclude collision, contact with any fixed or floating object (other than a mine or torpedo), 6
 stranding, heavy weather or fire unless caused directly (and independently of the nature of 7
 the voyage or service which the vessel concerned or, in the case of a collision, any other 8
 vessel involved therein, is performing) by a hostile act by or against a belligerent power; 9
 and for the purpose of this warranty 'power' includes any authority maintaining naval, 10
 military or air forces in association with a power. 11
 Further warranted free from the consequences of civil war, revolution, rebellion, insurrec- 12
 tion, or civil strife arising therefrom, or piracy." 13
- (b) loss of or damage to the interest hereby insured caused by:— 14
- (1) hostilities, warlike operations, civil war, revolution, rebellion, insurrection or civil strife 15
 arising therefrom 16
- (2) mines, torpedoes, bombs or other engines of war 17
 but excluding loss or damage covered by the Standard Form of English Marine Policy with the 18
 Free of Capture &c. Clause (as quoted in 1 (a)) inserted therein. 19
2. Notwithstanding the foregoing:— 20
- (a) the insurance against the said risks, except the risks of mines and derelict torpedoes, floating 21
 or submerged, referred to in (b) below, shall not attach to the interest hereby insured or to 22
 any part thereof 23
- (i) prior to being on board an oversea vessel, 24
 (For the purpose of this Clause 2 an oversea vessel shall be deemed to mean a 25
 vessel carrying the interest from one port or place to another where such voyage 26
 involves a sea passage by that vessel) 27
- (ii) after being discharged overside from an oversea vessel at the final port of discharge 28
 or 29
 after the expiry of 15 days counting from midnight of the day of arrival of the 30
 oversea vessel at the final port of discharge, 31
 whichever shall first occur, 32
- (iii) after expiry of 15 days from midnight of the day of arrival of the oversea vessel at 33
 an intermediate port or place to discharge the interest for on-carriage by another 34
 oversea vessel, but shall re-attach as the interest is loaded on the on-carrying 35
 oversea vessel. During the said period of 15 days the insurance remains in force 36
 after discharge only whilst the interest is at such intermediate port or place of 37
 discharge. 38
- (b) the insurance against the risks of mines and derelict torpedoes, floating or submerged, 39
 attaches as the interest hereby insured is first loaded on the vessel or craft after such interest 40
 leaves the warehouse at the place named in the policy for the commencement of the transit 41
 and ceases to attach as the interest is discharged overside finally from the vessel or craft 42
 prior to delivery to warehouse at the destination named in the policy (or a substituted 43
 destination as provided in Clause 8). 44
- (c) this policy is warranted free of any claim based upon loss of, or frustration of, the insured 45
 voyage or adventure caused by arrests restraints or detentions of Kings Princes Peoples 46
 Usurpers or persons attempting to usurp power. 47
- If the contract of affreightment is terminated at a port or place other than the destination named therein 48
 such port or place shall be deemed the final port of discharge for the purpose of this clause and the insur- 49
 ance shall cease to attach in accordance with Paragraph (a) (ii) above, but if the goods are subse- 50
 quently re-shipped to the original or any other destination, provided notice is given before the 51
 commencement of such further transit and subject to the payment of an additional premium, the 52
 insurance shall re-attach as the interest is loaded on the on-carrying oversea vessel for the voyage to 53
 the original or other destination. 54
- If anything contained in this policy shall be inconsistent with this Clause 2 it shall to the extent of 55
 such inconsistency be null and void. 56
3. This insurance excludes loss damage or expense arising from any hostile use of any weapon of war 57
 employing atomic or nuclear fission &/or fusion or other like reaction or radio-active force or matter. 58
4. Warranted free of loss or damage proximately caused by delay inherent vice or loss of market, or 59
 of any claim for expenses arising from delay except such expenses as would be recoverable in 60
 principle in English law and practice under York-Antwerp Rules 1950, but this Clause 4 shall in no case 61
 operate so as to exclude a claim that would have been recoverable under the policy if the F. C. & S. 62
 clause had not been deleted. 63
5. Warranted free of loss or damage due to stoppage of the refrigerating machinery caused by 64
 shortage of fuel or labour during strikes lock-outs or labour disturbances. 65
6. General average and salvage charges payable (subject to the terms of these clauses) according to 66
 Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment. 67
7. Claims for loss or damage within the terms of these clauses shall be payable without reference 68
 to average conditions. 69
8. Held covered (subject to the terms of these clauses) at a premium to be arranged in case of devia- 70
 tion or change of voyage, or other variation of the adventure by reason of the exercise of any liberty 71
 granted to the Shipowner or Charterer under the contract of affreightment, or of any omission or 72
 error in the description of the interest vessel or voyage. 73
9. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circum- 74
 stances within their control. 75