

INSTITUTE WAR CLAUSES
for the insurance of sendings by Post

1. This insurance covers

1.1 the risks excluded from the Standard Form of English Marine Policy by the 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 or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel 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 cause 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

1.3 general average and salvage charges incurred for the purpose of avoiding, or in connection with the avoidance of, loss by a peril insured against by these clauses. General average and salvage charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

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 Standard Form of English Marine Policy 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 except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules.

3. Claims recoverable shall be payable irrespective of percentage.

4. This insurance attaches only as the interest 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 interest is in packers’ premises, until the interest 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 2.1, 2.2 or 4 shall, to the extent of such inconsistency, be null and void.

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