

Name of the Clause: Special Conventions for the Insurance of cargo carried by Sea Against War Risks And Similar Risks

Subject of the Clause: War and similar risks Coverage

Category : Special conditions for war and similar risks

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Comments:

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SPECIAL CONVENTIONS FOR THE INSURANCE OF CARGO CARRIED BY SEA AGAINST WAR RISKS AND SIMILAR RISKS

(30th June 1970)

ARTICLE 1 - GENERAL CONDITIONS

These conventions are only valid when attached to a French marine insurance policy (cargo) covering the same interest against ordinary risks.

The cover is governed by the following provisions and by the general and particular conditions of the cover for «ordinary risks» in as' much as they are not opposed.

ARTICLE 2 - COVERAGE

The exclusive purpose of the special conventions is to cover the subject-matter insured to the exclusions mentioned in Art. 4 hereunder - against risks of destruction, deterioration, theft, pilferage, disappearance, general average contributions as well as dispossession, unavailability or all other events leading to abandonment, according to art. 6 below, when the said risks arise from :

a) civil or international war, hostilities, reprisals, torpedoes, mines or other warlike missiles even nuclear, and generally speaking of all accidents and war perils as well as acts of sabotage or terrorism of a political nature or relating to war.

b) Piracy

c) Capture, catch, arrest, seizure, restraint, molestation or detainment by any government or authority.

d) Riots, civil commotions, strikes, lock-outs and similar occurrences.

Expenses incurred in the intention of protecting the subject matter from damages and tosses or limiting them, are also recoverable when they relate to a risk which is covered.

All claims recoverable under this policy will be settled without any deductible.

ARTICLE 3 - PRESUMPTION

When it is not possible to determine whether the claim originates from a war risk or a marine risk, it will be deemed to be a marine risk.

ARTICLE 4 - EXCLUSIONS

A - Risks excluded in all cases

a) Dispossession or unavailability resulting from capture, catch arrest, seizure, restraint, molestation or detainment, and their consequences, ordered by the French Authorities or in case of declared war, by one of their Allied ; however, risks of scuttling, destruction and voluntary burnings ordered by the French Authorities are included.

- b) Damages and tosses to the interest insured belonging at the time of the event, to an enemy of France, or in case of declared war to an enemy of her allied, even if the owner of the said interest should have his residence in a neutral state.
- c) Damages and tosses to war material carried without an authorisation of competent French Authorities.

B - Risks excluded unless otherwise stipulated

Unless convention to the contrary and special premium the following risks are also excluded : Damages and tosses to the subject matter as a result of the stoppage of refrigeration and air conditioning machinery due to a Jack of fuel, of manpower or of upkeep, as well as natural deterioration due to delay.

ARTICLE 5 ATTACHMENT AND DURATION OF THE COVER

This insurance attaches as the interest leaves the ground at the loading port to be loaded on the oversea vessel or on crafts.

It ceases to attach as the interest is unloaded at the final port of discharge. Unless otherwise stipulated it cannot be extended, even onboard the oversea vessel or craft - for more than 15 days from midnight at the date the vessel is moored or secured at a berth in the final port of discharge.

Should the sea carrier terminate the voyage at a port or place other than the one provided for, this port or place shall be deemed the final port of discharge and the insurance will cease to attach as provided by the above paragraph however, should the interest insured be reshipped within 2 months, the insurance will re-attach as the interest is loaded on the on-carrying oversea vessel, subject to the payment of a premium as per rating in force at the time and subject to the underwriters being advised before reloading of the reshipment and destination.

In case of transshipment on another oversea vessel, the insurance will cease to attach, unless otherwise stipulated 15 days from midnight after the date the first ship has moored or secured berth in the transshipment port - It will only re-attach when the interest is reloaded on board the oversea vessel doing the transshipment - During the said period of 15 days the insurance remains in force on board the first vessel as well as on crafts or ashore.

The word "oversea vessel" used in the above paragraph shall be deemed to mean a vessel carrying the interest insured from one port or place to another where such voyage involves a sea passage by that vessel.

For the sendings by post or parcel post and not whitstanding the above stipulations, insurance attaches when the interest is handled to the post office or carrier and ceases to attach when this interest is physically handled by the post office or carrier, to the consignee or the beneficiary or their agents, with a maximum of 15 days from the date the interest was placed at their disposal.

ARTICLE 6 - ABANDONMENT

The risks covered by the present "special conventions" can give right to abandonment

- a) in the circumstances provided by article 24 of the marine insurance policy (cargo) ;
- b) in case of dispossession or unavailability.

In the circumstances provided by paragraph b) above, it is a condition of this insurance that the Assured shall notify the underwriters of the dispossession or unavailability within 3 months of the date he had knowledge of the events and supply them with all justifications. After 9 months have expired from the date he has given notice, he will be entitled to claim abandonment.

However, abandonment for dispossession or unavailability will not be accepted if at the time of the notice the insured interests have already been put at the disposal of the assured or his representatives or agents.

It is stipulated that dispossession or unavailability of the subject matter resulting from nationalisation of the firm to whom they belong, will not entitle to abandonment when the head office or the management office is situated in a country whose Authorities are responsible of that nationalisation.

ARTICLE 7 - PREMIUM

The rates which have been given remain valid if the interest insured are loaded on the ship within 7 days. Beyond this period the rate to be charged will be the one assessed by the Ministry of Economy and Finance as being applicable at the date of the loading on the ship.

Any call on the way to final destination are held covered without any surcharge - Transhipments and deviations are held covered subject to the additional premium applicable at the time.

SPECIAL PROVISIONS FOR OPEN POLICIES

ARTICLE .8 - PREMIUM

The rate to be applied is the one shown on the tariff issued by the Ministry of Economy and Finance, applicable at the date the risks are underwritten. It remains valid if the interests insured are shipped within 7 days. Beyond this period, the rate to be charged is the one applicable at the date of the loading of the interest on the ship.

ARTICLE .9 - CANCELLATION

The present "special conventions" can be cancelled at any time by the assured and the underwriters. It will have to be notified by registered letter with acknowledgment - Cancellation will take effect at the earliest 2 clear days after receipt of the registered letter.

Should this letter fail to reach its recipient even by reason of "force majeure" or fortuitous circumstances, cancellation will take effect 5 days from midnight after the mailing of this letter.

This cancellation does not apply to :

- a) interest for which the risks attached before the above period expired ;
- b) interest shipped after the above period expired, if the assured has not been in a position to stop shipment ;
- c) interest for which the Assured has endorsed to a third party in good faith, before the above period has expired a document signed by the underwriters and expressly endorsing the benefit of this insurance for this specific shipment.