
Name of the Clause: Institute War Clauses (Corn Trade)
Subject of the Clause: Self explanatory in the policy.
Category : Cargo
Number: Clause 78 **Date:** 1st January 1961
Country: United Kingdom **Issued by:** See the Policy
Comments:

INSTITUTE WAR CLAUSES (CORN TRADE)

1. This Policy covers :

(a) 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 lire 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 strike "rising therefrom or piracy."

(b) loss of or damage to the interest hereby insured caused by :

(1) hostilities, warlike operations, civil war, revolution, rebellion, Insurrection or civil

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strike arising therefrom

(2) mines, torpedoes, bombs or other engines of war but excluding loss or damage covered by the Standard Form of English Marine Policy with the Free of Capture &c. Clause (as quoted in 1 (a)) inserted therein.

2. Notwithstanding the foregoing :

(a) the insurance against the said risks, except the risks of mines and derelict torpedoes, floating or submerged, referred to in (b) below, shall not attach to the interest hereby insured or to any part thereof

(i) prior *to* being on board an oversea vessel, (For the purpose of this Clause 2 an 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)

(ii) after being discharged overside from an oversea vessel at the final port of discharge

or

after the expiry of 15 days counting from midnight of the day of arrival of the oversea vessel at the final port of discharge, whichever shall first occur,

(iii) after expiry of 15 days from midnight of the day of arrival of the oversea vessel at an intermediate port or place to discharge the interest for on-carriage from that or any other port or place by another oversea vessel, but shall re-attach as the interest is loaded on the on-carrying oversea vessel. During the said period of 15 days the insurance remains in force whether the interest is awaiting transit or in transit between the oversea vessels.

(b) the Insurance against the risks of mines and derelict torpedoes, floating or submerged, attaches as the interest hereby insured is first loaded on the vessel or craft after such interest leaves the warehouse at the place named in the policy for the commencement of the transit and ceases to attach as the interest is discharged overside finally from the vessel or craft prior to delivery to warehouse at the destination named in the policy (or a substituted destination as provided in Clause 6).

(c) this policy is warranted free of any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests restraints or detainment's of Kings Princes Peoples Usurpers or persons attempting to usurp power.

If the contract of affreightment is terminated at a port or place other than the destination named therein such port or place shall be deemed the final port of discharge for the purpose of this clause and the insurance shall cease to attach in accordance with Paragraph (a) (ii) above, but if the goods are subsequently re-shipped to the original or any other destination, provided notice is given before the commencement of such further transit and subject to the payment of an additional premium, the insurance shall re-attach as the interest is loaded on the on-carrying oversea vessel for the voyage to the original or other destination.

If anything contained in this Policy shall be inconsistent with this Clause 2 it shall to the extent

of such Inconsistency be null and void.

3. Warranted free of loss or damage proximately caused by delay Inherent vice or loss of market, or of 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 1950.
4. General average and salvage charges payable (subject to the terms of these clauses) according to Foreign Statement or York- Antwerp Rules if in accordance with the contract of affreightment.
5. Claims for loss or damage within the terms of these clauses shall be payable without reference *to* average conditions.
6. Held covered (subject *to* the terms of these clauses) at a premium *to* be arranged in case of deviation or change of voyage, or other variation of the adventure by reason of the exercise of any liberty granted to the shipowner or charterer under the contract of affreightment, or of any omission or error in the description of the interest vessel or voyage.
7. It Is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.