

Name of the Clause: Institute War & Strikes Clauses Hull – Voyage
Subject of the Clause: Self explanatory in the policy.
Category : Hull
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Comments:

INSTITUTE WAR AND STRIKES CLAUSES

Hulls-Voyage

1. Subject always to the exclusions hereinafter referred to, this insurance covers only:

1. (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 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”;

(b) the cover excluded from the Standard Form of English Marine Policy with the Institute Voyage Clauses-Hulls 1.10.70 (including 4/4ths Collision Clause) attached by the clause:-

“Warranted free from loss damage liability or expense arising from :

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(a) the detonation of an explosive
(b) any weapon of war and caused by any person acting maliciously or from a political motive.";

2. loss of or damage to the property hereby insured caused by:

(a) hostilities, warlike operations, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom;

(b) mines, torpedoes, bombs or other engines of war;

3. loss of or damage to the property hereby insured caused by strikers, locked-out workmen, or

persons taking part in labour disturbances, riots or civil commotions;

4. destruction of or damage to the property hereby insured caused by persons acting maliciously. Nevertheless 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 detentions of Kings, Princes, Peoples, Usurpers or persons attempting to usurp power.

2 Average payable irrespective of percentage.

3 The Institute Voyage Clauses-Hulls 1.10.70 (including 4/4ths Collision Clause) except Clauses 7, 8, 15(h), 16(b), 19, 21 and 22 are deemed to be incorporated in this insurance, in so far as they do not conflict with the provisions of these clauses.

4 This insurance excludes

(1) loss, damage or expense arising from

(a) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war;

(b) the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France,
the Union of Soviet Socialist Republics,
the People's Republic of China;

(c) requisition or pre-emption;

(d) capture, seizure, arrest, restraint, detainment or confiscation by the Government of the country in which the Vessel is owned or registered;

(e) arrest, restraint or detainment under quarantine regulations or by reason of infringement of any customs regulations;

(2)(a) loss, damage or expense covered by the Standard Form of English Marine Policy, with the

Free of Capture etc. Clause (as quoted in Clause 1 (1) (a) above) inserted therein and with the Institute Voyage Clauses-Hulls 1.10.70 (including 4/4ths Collision Clause) attached or which would be recoverable under such insurance but for Clauses 7 and 8 thereof;

(b) any claim for any sum recoverable under any other insurance on the property hereby insured or which would be recoverable under such insurance but for the existence of this insurance.

(3) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1950.

5 NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION OF COVER CLAUSE

This insurance may be cancelled by either the Underwriters or the Assured giving 14 days notice (such cancellation becoming effective on the expiry of 14 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

(i) upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 4(1) (a) wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved;

(ii) upon the out break of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France,
the Union of Soviet Socialist Republics,
the People's Republic of China;

(iii) in the event of the Vessel being requisitioned, either for title or use.

This insurance shall not become effective if, prior to the intended time of its attachment, there has occurred any event which would have automatically terminated Ibis insurance under the provisions of Clause 5 above had this insurance attached prior to such occurrence.