

Institute Marine Cargo Clauses, Strikes

Institute Marine Cargo Clauses

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Institute Marine Cargo Clauses 1

Strikes Clauses 2

RISKS COVERED 3

1. - Risks Clause 4

1 This insurance covers, except as provided in Clauses 3 and 4 below, loss of or damage to the subject-matter insured caused by 5

1.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions 6

1.2 any terrorist or any person acting from a political motive. 7

2. - General Average Clause 8

2 This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these clauses. 9

EXCLUSIONS 10

3. - General Exclusions Clause 11

3 In no case shall this insurance cover 12

3.1 loss damage or expense attributable to wilful misconduct of the Assured 13

3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured 14

3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 3.3 “packing” shall be deemed to include stowage in a container or liftvan but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants) 15

3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured 16

3.5 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above) 17

3.6 loss damage or expense arising from insolvency or financial default of the owners 18

managers charterers or operators of the vessel

3.7 loss damage or expense arising from the absence shortage or withholding of labour of any description whatsoever resulting from any strike, lockout, labour disturbance, riot or civil commotion 19

3.8 any claim based upon loss of or frustration of the voyage or adventure 20

3.9 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 21

3.10 loss damage or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. 22

4. - Unseaworthiness and Unfitness Exclusion Clause 23

4.1 In no case shall this insurance cover loss damage or expense arising from unseaworthiness of vessel or craft, unfitness of vessel craft conveyance container or liftvan for the safe carriage of the subject-matter insured, where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein. 24

4.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness. 25

DURATION 26

5. - Transit Clause 27

5.1 This insurance attaches from the time the goods leave the warehouse or place of storage at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either 28

5.1.1 on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein, 29

5.1.2 on delivery, to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either 30

5.1.2.1 for storage other than in the ordinary course of transit or 31

5.1.2.2 for allocation or distribution, or 32

5.1.3 on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge whichever shall first occur. 33

5.2 If, after discharge overside from the oversea vessel at the final port of discharge, 34

but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

5.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 6 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment. 35

6. - Termination of Contract of Carriage Clause 36

6 If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 5 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either 37

6.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of the goods hereby insured at such port or place, whichever shall first, occur, or 38

6.2 if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 5 above. 39

7. - Change of Voyage Clause 40

7 Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters. 41

CLAIMS 42

8. - Insurable Interest Clause 43

8.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss. 44

8.2 Subject to 8.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. 45

9. - Increased Value Clause

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9.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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9.2 Where this insurance is on Increased Value the following clause shall apply:

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The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

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In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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BENEFIT OF INSURANCE

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10. - Not to Inure Clause

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10 This insurance shall not inure to the benefit of the carrier or other bailee.

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MINIMISING LOSSES

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11. - Duty of Assured Clause

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11 It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

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11.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

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11.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

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12. - Waiver Clause

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12 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

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AVOIDANCE OF DELAY 61

13. - Reasonable Despatch Clause 62

13 It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control. 63

LAW AND PRACTICE 64

14. - English Law and Practice Clause 65

14 This insurance is subject to English law and practice. 66

[Post Note]

[Post Note]

NOTE:- It is necessary for the Assured when they become aware of an event which is "held covered" Clause under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation. 67

Metadata

SiSU Metadata, document information

Document Manifest @:

`<http://www.jus.uio.no/lm/institute.marine.cargo.clauses.strikes.1982/sisu_manifest.html>`

Title: Institute Marine Cargo Clauses, Strikes

Creator: Institute Marine Cargo Clauses

Rights: Copyright (C) 1982 Institute Marine Cargo Clauses

Publisher: SiSU `<http://www.jus.uio.no/sisu>` (this copy)

Date: 1982

Topics Registered: insurance:cargo:standard terms

Version Information

Sourcefile: institute.marine.cargo.clauses.strikes.1982.sst

Filetype: SiSU text 2.0

Source Digest: SHA256(institute.marine.cargo.clauses.strikes.1982.sst)=e8ec78557a5ed82a19c0c854ff93988c-596d0e01df34f94ae86ef3a062c32dd1

Skin Digest: SHA256(skin_lm.rb)=5acda64a9532f9ef6b71693da2b471d4efac2f23a8499e68de066eec8ea9b8e9

Generated

Document (dal) last generated: Wed Sep 01 14:15:18 -0400 2010

Generated by: SiSU 2.6.3 of 2010w30/3 (2010-07-28)

Ruby version: ruby 1.8.7 (2010-08-16 patchlevel 302) [i486-linux]