

# **Institute Marine Cargo Clauses, A**

Institute Marine Cargo Clauses

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<b>Contents</b>			
<b>Institute Marine Cargo Clauses</b>	<b>1</b>		
<b>A Clauses</b>	<b>1</b>		
<b>RISKS COVERED</b>	<b>1</b>		
1. - Risks Clause . . . . .	1		
2. - General Average Clause . . . . .	1		
3. - “Both to Blame Collision” Clause . . . . .	1		
<b>EXCLUSIONS</b>	<b>1</b>		
4. - General Exclusion Clause . . . . .	1		
5. - Unseaworthiness and Unfitness Exclusion Clause . . . . .	1		
6. - War Exclusion Clause . . . . .	2		
7. - Strikes Exclusion Clause . . . . .	2		
<b>DURATION</b>	<b>2</b>		
8. - Transit Clause . . . . .	2		
9. - Termination of Contract of Carriage Clause . . . . .	3		
10. - Change of Voyage Clause . . . . .	3		
<b>CLAIMS</b>	<b>3</b>		
11. - Insurable Interest Clause . . . . .	3		
12. - Forwarding Charges Clause . . . . .	3		
13. - Constructive Total Loss Clause . . . . .	3		
14. - Increased Value Clause . . . . .	4		
<b>BENEFIT OF INSURANCE</b>	<b>4</b>		
15. - Not to Inure Clause . . . . .	4		
<b>MINIMISING LOSSES</b>	<b>4</b>		
16. - Duty of Assured Clause . . . . .	4		
17. - Waiver Clause . . . . .	4		
		<b>AVOIDANCE OF DELAY</b>	<b>4</b>
		18. - Reasonable Despatch Clause . . . . .	4
		<b>LAW AND PRACTICE</b>	<b>4</b>
		19 - English Law and Practice Clause . . . . .	4
		<i>[Post Note]</i>	<b>5</b>
		<i>[Post Note]</i> . . . . .	5
		<b>Metadata</b>	<b>6</b>
		SiSU Metadata, document information . . . . .	6

1	<b>Institute Marine Cargo Clauses</b>	10	<b>EXCLUSIONS</b>	
2	<b>A Clauses</b>		<b>4. - General Exclusion Clause</b>	11
3	<b>RISKS COVERED</b>		<b>4</b> In no case shall this insurance cover	12
4	<b>1. - Risks Clause</b>		<b>4.1</b> loss damage or expense attributable to wilful misconduct of the Assured	13
5	<b>1</b> This insurance covers all risks of loss of or damage to the subject-matter insured except as provided in Clauses 4, 5, 6 and 7 below.		<b>4.2</b> ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured	14
6	<b>2. - General Average Clause</b>		<b>4.3</b> loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 “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
7	<b>2</b> 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 any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance.		<b>4.4</b> loss damage or expense caused by inherent vice or nature of the subject-matter insured	16
8	<b>3. - “Both to Blame Collision” Clause</b>		<b>4.5</b> 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
9	<b>3</b> This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment “Both to Blame Collision” Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.		<b>4.6</b> loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel	18
			<b>4.7</b> 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.	19
			<b>5. - Unseaworthiness and Unfitness Exclusion Clause</b>	20
			<b>5</b>	21

<p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p>	<p><b>5.1</b> 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.</p> <p><b>5.2</b> 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.</p> <p><b>6. - War Exclusion Clause</b></p> <p><b>6</b> In no case shall this insurance cover loss damage or expense caused by</p> <p><b>6.1</b> war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power</p> <p><b>6.2</b> capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</p> <p><b>6.3</b> derelict mines torpedoes bombs or other derelict weapons of war.</p> <p><b>7. - Strikes Exclusion Clause</b></p> <p><b>7</b> In no case shall this insurance cover loss damage or expense</p> <p><b>7.1</b> caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</p>	<p>322</p> <p><b>7.2</b> resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</p> <p><b>7.3</b> caused by any terrorist or any person acting from a political motive.</p> <p><b>DURATION</b></p> <p><b>8. - Transit Clause</b></p> <p><b>8.1</b> 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</p> <p><b>8.1.1</b> on delivery to the Consignees' or other final warehouse or place of storage at the destination named herein,</p> <p><b>8.1.2</b> 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</p> <p><b>8.1.2.1</b> for storage other than in the ordinary course of transit or</p> <p><b>8.1.2.2</b> for allocation or distribution, or</p> <p><b>8.1.3</b> on the expiry of 60 days after completion of discharge oversee of the goods hereby insured from the oversea vessel at the final port of discharge, whichever shall first occur.</p> <p><b>8.2</b> If, after discharge oversee from the oversea vessel at the final port of discharge, 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.</p>	<p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p>
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43 **8.3** This insurance shall remain in force (subject to termination as  
 44 provided for above and to the provisions of Clause 9 below) during  
 45 delay beyond the control of the Assured, any deviation, forced dis-  
 46 charge, reshipment or transshipment and during any variation of the  
 47 adventure arising from the exercise of a liberty granted to shipown-  
 48 ers or charterers under the contract of affreightment.

44 **9. - Termination of Contract of Carriage Clause**

45 **9** If owing to circumstances beyond the control of the Assured ei-  
 46 ther the contract of carriage is terminated at a port or place other  
 47 than the destination named therein or the transit is otherwise ter-  
 48 minated before delivery of the goods as provided for in Clause 8  
 49 above, then this insurance shall also terminate unless prompt no-  
 50 tice is given to the Underwriters and continuation of cover is re-  
 51 quested when the insurance shall remain in force, subject to an  
 52 additional premium if required by the Underwriters, either

46 **9.1** until the goods are sold and delivered at such port or place, or  
 47 unless otherwise specially agreed, until the expiry of 60 days after  
 48 arrival of the goods hereby insured at such port or place, whichever  
 49 shall first occur, or

47 **9.2** if the goods are forwarded within the said period of 60 days  
 48 (or any agreed extension thereof) to the destination named herein  
 49 or to any other destination, until terminated in accordance with the  
 50 provisions of Clause 8 above.

48 **10. - Change of Voyage Clause**

49 **10** Where, after attachment of this insurance, the destination is  
 50 changed by the Assured, held covered at a premium and on con-  
 51 ditions to be arranged subject to prompt notice being given to the  
 52 Underwriters.

**CLAIMS**

**11. - Insurable Interest Clause**

52 **11.1** In order to recover under this insurance the Assured must  
 53 have an insurable interest in the subject-matter insured at the time  
 54 of the loss.

53 **11.2** Subject to 11.1 above, the Assured shall be entitled to re-  
 54 cover for insured loss occurring during the period covered by this  
 55 insurance, notwithstanding that the loss occurred before the con-  
 56 tract of insurance was concluded, unless the Assured were aware  
 57 of the loss and the Underwriters were not.

**12. - Forwarding Charges Clause**

54 **12** Where, as a result of the operation of a risk covered by this  
 55 insurance, the insured transit is terminated at a port or place other  
 56 than that to which the subject-matter is covered under this insur-  
 57 ance, the Underwriters will reimburse the Assured for any extra  
 58 charges properly and reasonably incurred in unloading storing and  
 59 forwarding the subject-matter to the destination to which it is in-  
 60 sured hereunder. This Clause 12, which does not apply to general  
 61 average or salvage charges, shall be subject to the exclusions con-  
 62 tained in Clauses 4, 5, 6 and 7 above, and shall not include charges  
 63 arising from the fault negligence insolvency or financial default of  
 64 the Assured or their servants.

**13. - Constructive Total Loss Clause**

56 **13** No claim for Constructive Total Loss shall be recoverable here-  
 57 under unless the subject-matter insured is reasonably abandoned  
 58 either on account of its actual total loss appearing to be unavoid-

able or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

**14. - Increased Value Clause**

**14.1** 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.

**14.2** Where this insurance is on Increased Value the following clause shall apply: 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. In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

**BENEFIT OF INSURANCE**

**15. - Not to Inure Clause**

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

**MINIMISING LOSSES**

**16. - Duty of Assured Clause**

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

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

**16.2** 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.

**17. - Waiver Clause**

**17** 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.

**AVOIDANCE OF DELAY**

**18. - Reasonable Despatch Clause**

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

**LAW AND PRACTICE**

**19 - English Law and Practice Clause**

This insurance is subject to English law and practice.

***[Post Note]***

***[Post Note]***

77

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



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