

Institute Marine Cargo Clauses, Strikes

Institute Marine Cargo Clauses

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Contents		[Post Note]	4
		[Post Note]	4
Institute Marine Cargo Clauses	1	Metadata	5
Strikes Clauses	1	SiSU Metadata, document information	5
RISKS COVERED	1		
1. - Risks Clause	1		
2. - General Average Clause	1		
EXCLUSIONS	1		
3. - General Exclusions Clause	1		
4. - Unseaworthiness and Unfitness Exclusion Clause	1		
DURATION	2		
5. - Transit Clause	2		
6. - Termination of Contract of Carriage Clause	2		
7. - Change of Voyage Clause	3		
CLAIMS	3		
8. - Insurable Interest Clause	3		
9. - Increased Value Clause	3		
BENEFIT OF INSURANCE	3		
10. - Not to Inure Clause	3		
MINIMISING LOSSES	3		
11. - Duty of Assured Clause	3		
12. - Waiver Clause	4		
AVOIDANCE OF DELAY	4		
13. - Reasonable Despatch Clause	4		
LAW AND PRACTICE	4		
14. - English Law and Practice Clause	4		

1 **Institute Marine Cargo Clauses**

2 **Strikes Clauses**

3 **RISKS COVERED**

4 **1. - Risks Clause**

5 **1** This insurance covers, except as provided in Clauses 3 and
6 4 below, loss of or damage to the subject-matter insured caused
7 by

8 **1.1** strikers, locked-out workmen, or persons taking part in labour
9 disturbances, riots or civil commotions

10 **1.2** any terrorist or any person acting from a political motive.

11 **2. - General Average Clause**

12 **2** This insurance covers general average and salvage charges,
13 adjusted or determined according to the contract of affreightment
14 and/or the governing law and practice, incurred to avoid or in con-
nection with the avoidance of loss from a risk covered under these
clauses.

15 **EXCLUSIONS**

16 **3. - General Exclusions Clause**

17 **3** In no case shall this insurance cover

18 **3.1** loss damage or expense attributable to wilful misconduct of
19 the Assured

20 **3.2** ordinary leakage, ordinary loss in weight or volume, or ordinary

wear and tear of the subject-matter insured

21 **3.3** loss damage or expense caused by insufficiency or unsuitabil-
22 ity of packing or preparation of the subject-matter insured (for the
23 purpose of this Clause 3.3 “packing” shall be deemed to include
24 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)

25 **3.4** loss damage or expense caused by inherent vice or nature of
the subject-matter insured

26 **3.5** loss damage or expense proximately caused by delay, even
27 though the delay be caused by a risk insured against (except ex-
penses payable under Clause 2 above)

28 **3.6** loss damage or expense arising from insolvency or financial
29 default of the owners managers charterers or operators of the ves-
sel

30 **3.7** loss damage or expense arising from the absence shortage or
31 withholding of labour of any description whatsoever resulting from
any strike, lockout, labour disturbance, riot or civil commotion

32 **3.8** any claim based upon loss of or frustration of the voyage or
33 adventure

34 **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

35 **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.

36 **4. - Unseaworthiness and Unfitness Exclusion Clause**

37 **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.

25 **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.

26 **DURATION**

27 **5. - Transit Clause**

28 **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

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

30 **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

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

32 **5.1.2.2** for allocation or distribution, or

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

34 **5.2** If, after discharge overside from the oversea vessel at the fi-

nal 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.

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 transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

6. - Termination of Contract of Carriage Clause

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

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

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.

7. - Change of Voyage Clause

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

CLAIMS

8. - Insurable Interest Clause

44 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.

45 8.2 Subject to 8.1 above, the Assured shall be entitled to recover
 for insured loss occurring during the period covered by this insur-
 ance, 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.

9. - Increased Value Clause

47 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.

48 9.2 Where this insurance is on Increased Value the following
 clause shall apply:

40 The agreed value of the cargo shall be deemed to be equal to the 49
 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 pro-
 portion as the sum insured herein bears to such total amount in-
 sured.

In the event of claim the Assured shall provide the Under- 50
 writers with evidence of the amounts insured under all other
 insurances.

BENEFIT OF INSURANCE

10. - Not to Inure Clause

53 10 This insurance shall not inure to the benefit of the carrier or
 other bailee.

MINIMISING LOSSES

11. - Duty of Assured Clause

56 11 It is the duty of the Assured and their servants and agents in
 respect of loss recoverable hereunder

57 11.1 to take such measures as may be reasonable for the purpose
 of averting or minimising such loss, and

58 11.2 to ensure that all rights against carriers, bailees or other third
 parties are properly preserved and exercised and the Underwrit-
 ers will, in addition to any loss recoverable hereunder, reimburse
 the Assured for any charges properly and reasonably incurred in
 pursuance of these duties.

12. - Waiver Clause

59

60 **12** Measures taken by the Assured or the Underwriters with the ob-
ject 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.

61 **AVOIDANCE OF DELAY**

62 **13. - Reasonable Despatch Clause**

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

64 **LAW AND PRACTICE**

65 **14. - English Law and Practice Clause**

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

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67 **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.

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