

## WAR ON LAND CLAUSES

### RISKS COVERED

1. This insurance covers, except as provided in Clauses 2 and 3 below, loss of or damage to the subject-matter insured caused by Risks Clause
  - 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
  - 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat.
  - 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

### EXCLUSIONS

2. In no case shall this insurance cover General  
Exclusions Clause
  - 2.1 loss damage or expense attributable to wilful misconduct or negligence of the Assured.
  - 2.2 loss damage or expense arising from strikes, riots, civil commotions terrorists, saboteurs, vandals or other persons acting maliciously by way of protest unless such loss or damage is directly arising from any insured peril recoverable under clause 1 above.
  - 2.3 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured hereunder.
  - 2.4 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 2.4 "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).
  - 2.5 loss damage or expense caused by inherent vice or nature of the subject-matter insured.
  - 2.6 loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
  - 2.7 loss damage or expense arising from insolvency or financial default of the owners managers or operators of the land and/or river and/or lake conveyance.
  - 2.8 any claim based upon loss of or frustration of the voyage or adventure.
  - 2.9 loss damage or expense resulting directly or indirectly, caused by, or arising from the radioactive toxic exposure or other hazardous properties of any nuclear assembly or nuclear component thereof.

- 2.10 loss damage or expense arising from 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 Russian Federation, the People's Republic of China
- 2.11 any claim for any sum recoverable under any other insurance on the subject-matter insured or which would be recoverable under such insurance but for the existence of this insurance.
- 2.12 loss or damage occurring in the Assured's Country or principal place of business as defined herein.
- 2.13 any claim arising from requisition of the subject-matter insured.
- 2.14 loss damage or expense occurring while the subject-matter insured is on board the aircraft and/or the overseas vessel, or in transit during lighterage operations.
- 2.15 loss damage or expense arising from any hostile use of a weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. 3.1 In no case shall this insurance cover loss damage or expense arising from unfitness of the land and/or river and/or lake conveyance for the safe carriage of the subject-matter insured where the Assured or their servants are privy to such unfitness, at the time the subject-matter insured is loaded therein.
- 3.2 loss damage or expense indirectly arising from or in consequence of the discharge of pollutants or contaminants, which pollutants or contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant contaminant or toxic or hazardous substance the presence, existence or release of which endangers or threatens to endanger the health safety or welfare of persons or the environment.

#### DURATION

4. 4.1 This insurance attaches from the time the goods are either:
- 4.1.1 unloaded from the ocean going vessel and/or aircraft prior to onward land transit, (not exceeding 14 days from arrival at the port or airport)
- or
- 4.1.2 leave the warehouse or place of storage or the place named herein for commencement of the transit,
- and continues during the ordinary course of transit (subject to Clause 2.14 herein) and terminates either:
- 4.1.3 on commencement of loading operations onto ocean going vessel and/or aircraft.
- or
- 4.1.4 on delivery to the Consignees' or other final warehouse or place of

storage at the destination named herein

or

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

4.1.5.1 for storage other than in the ordinary course of transit or

4.1.5.2 for allocation or distribution.

or

4.1.6 on the expiry of 14 days after completion of unloading of the goods hereby insured from the carrying conveyance, whichever shall first occur.

4.2 If, after completion of unloading at the final place of discharge, but prior to termination of this insurance, the goods are forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining in force, subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

4.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 5 and 16 below) during delay beyond the control of the Assured, any deviation, reshipment forced discharge, resending or reloading or transfer and during any variation of the adventure arising from the exercise of a liberty granted to carriers or transporters under the contract of carriage.

5. 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 4 above, then this insurance shall also terminate *unless prompt notice is given to the Underwriters and their agreement obtained to continue cover, (subject to an additional premium, if required by the Underwriters,)* either

Termination of  
Contract of  
Carriage Clause

5.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 14 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,

or

5.2 if the goods are forwarded within the said period of 14 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provision of Clause 4 above.

#### CHANGE OF TRANSIT

6. Held covered, subject to prompt notice and at a premium and on conditions to be arranged in the event of the scheduled land conveyance proceeding outside the limits of the area specified in this Insurance.

#### AVERAGE CLAUSE

7. This Insurance is subject to the condition of average, that is to say, if the subject-matter insured shall at the time of any loss be of greater value than the sum insured

hereunder, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this Insurance bears to the total value of the said subject-matter insured.

#### ONUS OF PROOF

8. In any claim, and/or any action, suit or proceeding to enforce a claim for loss hereunder, the burden of proving that the loss is recoverable under this Insurance, that no condition or warranty has been breached and that no exclusion applies shall fall upon the Assured.

#### PROOF OF LOSS

9. The Assured shall submit a sworn proof of loss to Underwriters. If such proof has not been received by them within two years of the expiry date of this Insurance, Underwriters shall be discharged from all liability hereunder,

#### CLAIMS

10. 10.1 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. Insurable Interest Clause

- 10.2 Subject to 10.1 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.

11. 11.1 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. Increased Value Clause

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

- 11.2 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

12. This insurance shall not inure to the benefit of the carrier or other bailee. Not to Inure Clause

#### MINIMISING LOSSES

13. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder Duty of Assured Clause

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

and

- 13.2 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.

14. 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.

Waiver Clause

#### AVOIDANCE OF DELAY

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

Reasonable  
Despatch Clause

#### NOTICE OF CANCELLATION AND AUTOMATIC TERMINATION OF COVER

16. 16.1 This insurance may be cancelled by either the Underwriters of the Assured giving 48 hours notice (such cancellation becoming effective on the expiry of 48 hours 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

Notice of  
Cancellation and  
Automatic  
Termination Clause

- 16.2 Whether or not such notice of cancellation have been given this insurance shall TERMINATE AUTOMATICALLY:

- 16.2.1 upon the occurrence of 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, wheresoever or whensoever such detonation may occur and whether or not the subject-matter insured may be involved

- 16.2.2 upon the outbreak of war (whether there be a declaration of war not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

- 16.2.3 in the event of the subject-matter insured or the land conveyance or storage area being requisitioned either for title or use.

- 16.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of the above provisions of this Clause 16 pro rata net return of premium shall be payable to the Assured.

17. 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 this insurance under the provisions of Clause 16 above.

#### LAW AND PRACTICE

18. This insurance is subject to English law and practice.

English Law and  
Practice Clause

## SCHEDULE

Land Conveyance and Transit (from and to)	Period	Quantity and description of the subject-matter insured	Insured Value
{Missing}	{Missing}	{Missing}	{Missing}

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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