

1/1/63

Institute Strikes Riots and Civil Commotions Clauses

1. This insurance covers loss of or damage to the property hereby insured caused by
 - (a) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
 - (b) persons acting maliciously.
2. Warranted free of
 - (i) loss or damage proximately caused by
 - (a) delay, inherent vice or nature of the property hereby insured;
 - (b) the absence, shortage or withholding of labour of any description whatsoever during any strike, lock out, labour disturbance, riot or civil commotion;
 - (ii) any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under York-Antwerp Rules, 1950;
 - (iii) loss or damage caused by hostilities warlike operations civil war, or by revolution rebellion insurrection or civil strife arising therefrom.
3. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery
 - (a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,
 - (b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either
 - (i) for storage other than in the ordinary course of transit
 - or
 - (ii) for allocation or distribution,or (c) on the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseaside vessel at the final port of discharge, whichever shall first occur.

If, after discharge overseaside from the overseaside 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.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 4 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.
4. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 3 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either
 - (i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overseaside of the goods hereby insured from the overseaside vessel at such port or place, whichever shall first occur,or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 3 above.
5. General Average and Salvage Charges payable (subject to the terms of these clauses) according to Foreign Statement or York-Antwerp Rules if in accordance with the contract of affreightment.
6. Claims for loss or damage within the terms of these clauses shall be payable without reference to conditions of average.
7. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.
8. **It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.**

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 Underwriters and the right to such cover is dependent upon compliance with this obligation.