

## TRANSLATION

### ASSOCIATION OF INSURERS, MARINE DEPARTMENT

M3

#### WAR RISKS AND STRIKE CLAUSE

I. In this clause the term “**war risks**” is understood to mean:

- war and warlike operations, civil war, revolution and insurrection,
- the effect of torpedoes, mines, bombs and other such implements of war left over from perils mentioned in the preceding paragraph, even if the damage should have occurred in times of peace,
- capture and detainment by order of any authority;

the term “**strike risks**” is understood to mean:

- acts of violence committed in connection with strike, lock-out of workmen and labour disturbances,
- acts of violence committed for political motives,
- rebellion, riots and local disturbances,

in so far as not coming under “**war risks**”.

- II. A. 1. All losses of and physical damage to the goods insured shall be borne by the Insurers, as well as contributions in general average which might be levied on the goods under Dutch or foreign law or under the stipulations of the contract of carriage and the expenses referred to in Sections 283 and 655 of the Commercial Code, if caused by war risks and/or strike risks, in so far as these risks are covered. However, losses, physical damage and expenses in consequence of delay, caused by a peril insured by this clause, will not be paid.
2. The losses, damage, contributions in general average and expenses, for which the Insurers are liable under the provisions of the preceding paragraph, will be paid irrespective of percentage, i.e. not subject to any franchise.
3. To this extent in contravention to the provisions of Article 3 of the General Conditions “Dutch Bourse Cargo Policy 1991” the Insurers shall pay contributions in general average and/or expenses up to an amount which in the aggregate does not exceed the amount insured, with the exception of the cost of proceedings at the prize court and other expenses, incurred exclusively to obtain the release of the goods, which cost and expenses - provided they have been incurred with the consent of Insurers - will be made good in full, even if the amount insured should be exceeded in consequence thereof.

B. In respect of war risks the following will apply to each and every part of the goods insured:

1. (a) the risk commences as soon as the goods are on board any sea-going vessel or aircraft;
- (b) the risk shall terminate as soon as the goods have been discharged overside from any sea-going vessel or aircraft at the ultimate port or place of discharge, on the understanding that in any case the risk shall terminate on the expiry of 15 days counting from midnight local time of the day of arrival of the sea-going vessel or aircraft at the ultimate port or place of discharge;
- (c) the risk shall also terminate on the expiry of 15 days counting from midnight local time of the day of arrival of the sea-going vessel or aircraft at a port or place where the goods are unloaded in connection with on-carriage by the same or any other sea-going vessel or aircraft, on the understanding that the risk shall again attach for the Insurers as soon as the goods are loaded on board the on-carrying sea-going vessel or aircraft; during the above mentioned 15 days’ period the insurance will remain in force after discharge only during the time the goods are at the above mentioned port or place.
- (d) the risks of mines and derelict floating or submerged torpedoes is also covered so long the goods are on board any vessel or craft other than the sea-going vessel or aircraft mentioned above;
2. should the contract of carriage be terminated at a port or place other than the destination named therein, such other port or place will be considered to be the ultimate port or place of discharge for the purposes of sub B. and the Insurers’ risk shall terminate in accordance with the provisions of paragraph 1 (b), on the understanding that if the goods should, however, subsequently be forwarded to the original or any other destination, the risk shall again attach for the Insurers as soon as the goods are loaded on board the on-carrying sea-going vessel or aircraft for such voyage and that in respect of the risk of mines and derelict floating or submerged torpedoes the provisions of paragraph 1 (d) shall again apply, subject to the Insurers being notified thereof before the commencement of such further transport and subject to an additional premium being paid;
3. in the provisions of sub B. the term sea-going vessel is understood in contravention to Section 8:2 of the Civil Code to mean a vessel intended to be used for the carriage of the goods insured wholly or partly by sea from any port or place to any other port or place;
- where in this clause “arrival” of the sea-going vessel is mentioned, it shall be deemed to mean that the sea-going vessel is anchored, moored or otherwise secured at a berth and/or place within the Harbour Authority area;
4. stipulations in the policy inconsistent with the provisions of sub B. shall to that extent be considered void.

C. in respect of strike risks the provisions of Article 4 of the General Conditions “Dutch Bourse Cargo Policy 1991” shall apply, subject to the proviso that in case of interruption in transport, change in course, voyage or means of conveyance or extension of the voyage an appropriate additional premium shall at all times be due, if the Insurers should so desire.

III. This insurance excludes losses, damage, general average and expenses arising from any hostile use of any weapon of war employing atomic or nuclear fission and/or fusion or any other like reaction or radio-active force or matter.

IV. In case of deviation, change in voyage - whether or not account of the exercise of a right accruing to the shipowner and/or the bare-boat charterer and/or the carrier by virtue of the contract of carriage - or in case of any omission or error in respect of the description of the ship or voyage, the risk shall be held covered by the Insurers with due observance to the existing conditions at a premium to be agreed without prejudice to the provision of Article 19 of the General Conditions “Dutch Bourse Cargo Policy 1991”.

V. In contravention of anything which may be contained elsewhere in the policy in respect of cancellation, both the Insurers and the Assured are entitled to cancel the coverage against war risks and strike risks at any time by means of a notice in writing to the other party, with due observance of a period of time ending on the expiry of seven days counting from midnight of the day when notice is given. In respect of the coverage against war risks the cancellation shall not operate against goods which at the moment when the period of notice referred to in the preceding sentence ends are loaded in the first sea-going vessel or aircraft; in respect of the coverage against strike risks the cancellation shall not operate against the goods which before the expiry of this period of notice have left the warehouse or place of storage at the place of dispatch mentioned in the policy in order to be transported.

*If there is a difference between the text of this clause (insofar as it is not hand-written or typewritten or in a different colour or printed in italics or both) and that of the War Risks and Strike Clause, deposited by the Association of Insurers, Marine Department, with the Secretariat of the Association on 27 November 1996, only the stipulations of the latter shall apply.*