

# Joint Cargo Committee

Room358, Lloyd's, One Lime Street  
London EC3M 7DQ  
Tel: (+44) 020 7327 3333 Fax: (+44) 020 7327 4443

---

Enquiries to: Neil Smith  
Direct Dial: 0207 327 8333  
Neil.smith@lmalloyds.com

JC 2009/005  
10 March 2009

## Errata

### Institute Cargo Clauses Revision

#### **Institute War Clauses (Sendings by Post) 01/03/2009 CL390**

Further to the circulation of the above clause yesterday, a typographical error has been found within Claims Clause 6.

Reference to Clause 8.1 within Clause 6.2 should, more correctly, read 6.1 as follows:

- 6.2 Subject to Clause 6.1 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 Insurers were not.

A revised copy of the clause is attached. Updated copies will also shortly be available via the Cargo Clauses page of the JCC webpage, which can be accessed via the following link:

[http://www.lmalloyds.com/AM/Template.cfm?Section=Cargo\\_Clauses&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=3&ContentID=3877](http://www.lmalloyds.com/AM/Template.cfm?Section=Cargo_Clauses&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=3&ContentID=3877)

Neil Smith  
Secretary

*Information relating to the work of the Joint Cargo Committee, including circulars and details of forthcoming Cargo Forum meetings can be accessed from the Joint Cargo Committee page of the LMA website [www.lmalloyds.com](http://www.lmalloyds.com) The Joint cargo Committee page can be accessed via the following link:*

[http://www.lmalloyds.com/AM/Template.cfm?Section=Joint\\_Cargo1&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=3&ContentID=7044](http://www.lmalloyds.com/AM/Template.cfm?Section=Joint_Cargo1&Template=/TaggedPage/TaggedPageDisplay.cfm&TPLID=3&ContentID=7044)

These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:

- (a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;
- (b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions.

1/3/09

## INSTITUTE WAR CLAUSES (Sendings by Post)

### RISKS COVERED

#### Risks

1. This insurance covers, except as excluded by the provisions of Clause 3 below, loss of or damage to the subject-matter insured caused by
  - 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 detention, 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.

#### General Average

2. This insurance covers general average and salvage charges, adjusted or determined according to the contract of carriage and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from a risk covered under these Clauses.

### EXCLUSIONS

3. In no case shall this insurance cover
  - 3.1 loss damage or expense attributable to wilful misconduct of the Assured
  - 3.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured
  - 3.3 loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured to withstand the ordinary incidents of the insured transit where such packing or preparation is carried out by the Assured or their employees or prior to the attachment of this insurance (for the purpose of these Clauses "packing" shall be deemed to include stowage in a container and "employees" shall not include independent contractors)
  - 3.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
  - 3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)
  - 3.6 any claim based upon loss of or frustration of the voyage or adventure
  - 3.7 loss damage or expense directly or indirectly caused by or arising from any hostile use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### DURATION

#### Transit Clause

4. 4.1 This insurance attaches only as the subject-matter insured and as to any part as that part is first moved in the premises of the senders at the place named in the contract of insurance for the immediate commencement of the transit and continues, but with the exclusion of any period during which the subject-matter insured is in packers' premises, until the subject-matter insured and as to any part as that part is delivered to the address on the postal package(s) when this insurance shall terminate.
5. Anything contained in this contract which is inconsistent with Clauses 3.6, 3.7 or 4 shall, to the extent of such inconsistency, be null and void.

### CLAIMS

#### Insurable Interest

6. 6.1 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.
- 6.2 Subject to Clause 6.1 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 Insurers were not.

### BENEFIT OF INSURANCE

7. This insurance shall not extend to or otherwise benefit the carrier or other bailee.

## MINIMISING LOSSES

### Duty of Assured

8. It is the duty of the Assured and their employees and agents in respect of loss recoverable hereunder
- 8.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and
  - 8.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised
- and the Insurers will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

### Waiver

9. Measures taken by the Assured or the Insurers 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

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

## LAW AND PRACTICE

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

© Copyright: 2/09- Lloyd's Market Association (LMA) and International Underwriting Association of London (IUA).

CL390  
01/03/2009