



For use only with the Cargo Insurance Policy of Antwerp dd. 20.04.2004

“STRIKES AND RIOTS RISKS”

Clause no. CE400 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004

Free and non-committal translation

In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail

RISKS COVERED

1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, but subject to the exclusions under article 2 below, this insurance covers, without franchise, loss of or damage to the subject-matter insured directly caused by :
 - 1.1. strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances;
 - 1.2. any terrorist or any other person acting from a political motive.

EXCLUSIONS

2. Notwithstanding any legal or contractual arrangements however without any derogation to the exclusions as provided for in the particular and general conditions of this policy (except the exclusions, which are covered under this clause), this insurance shall in no case cover loss damage liability and/or expenses :
 - caused by any of the events mentioned in article 11.2.5.1 of the Cargo Insurance Policy of Antwerp dd. 20.04.2004 ;
 - arising from inherent vice or nature of the subject-matter insured, unless the loss and/or damage is a direct consequence of a risk mentioned in article 1;
 - in respect of the risks mentioned in the latest current clause of the Belgian Association of Marine Insurers “Exclusion of Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons, and Exclusion of Abandonment for Radioactive Goods”.
3. This insurance only covers physical loss of and/or damage to the subject-matter insured. This insurance excludes amongst other :
 - warehousing expenses and other storage expenses;
 - any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom, except in respect of expenses arising from delay and admitted as general average expenses as per the York-Antwerp Rules in force at the moment the loss or damage occurs;
 - any loss or damage arising from import or export prohibition.

ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

4. The provisions of articles 12 and 13 of the Cargo Insurance Policy of Antwerp of 20.04.2004 are applicable, meanwhile abandonment can only be accepted in the sole cases of material damages and/or losses for at least $\frac{3}{4}$ of the value if arising from a peril insured against by this clause.

DURATION OF RISKS

- 5.1. This insurance attaches from the time the subject-matter insured leaves the warehouse where the insured transit commences and continues while the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate :



- 5.1.1. either as per the stipulations mentioned in the Policy;
- 5.1.2. or on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein;
- 5.1.3. or 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 for storage other than in the ordinary course of transit or for allocation or distribution;
- 5.1.4. or in the respect of marine transits, on the expiry of 60 days counting from midnight, local time, of the day of completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge;
- 5.1.5. or in respect of air transits, on the expiry of 30 days counting from midnight, local time, of the day of completion of unloading of the subject-matter insured from the aircraft at the final airport of discharge.

whichever shall first occur.

5.2. Extension of the duration of the risks

The extension of the duration of the risks as mentioned in item 5.1 :

- 5.2.1. will not be granted in respect of cover for loss of or damage to the subject-matter insured caused by any terrorist or any other person acting from a political motive;
- 5.2.2. in respect of cover for loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances, must be requested from the insurers either at the time the risk is accepted, or prior to expiry of these periods of respectively 60 or 30 days.

5.3. Deviation or change of the voyage by the carrier

If the transit is terminated at a port or place other than that named in the policy, due to the exercise by the carrier of a liberty granted under the contract of carriage, and subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or arbitrated, this insurance shall remain in force until the subject-matter insured is sold and delivered at the place of discharge, however subject to the provisions of the abovementioned items 5.1 and 5.2.

If the subject-matter insured is not sold, but is reforwarded to the destination named in the policy or to any other place, this insurance shall remain in force until its arrival in the warehouse at final destination, however subject to the provisions of the abovementioned items 5.1 and 5.2.

5.4. Change of the voyage by the assured

Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force at conditions to be agreed, for any change of the voyage arising out of a decision taken by the assured, however subject to the provisions of the abovementioned items 5.1 and 5.2.

FINAL PROVISIONS

6. Any dispute arising between the assured and the insurers shall be settled in accordance with the provisions of the Cargo Insurance Policy of Antwerp dd. 20.04.2004; this cover is subject to Belgian Law.