

BVT Koninklijke Belgische Vereniging van Transportverzekeraars

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

## "WAR RISKS FOR THE CARRIAGE OF CARGO BY POST"

### Clause no. CE302 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, this insurance expressly covers, without deductible, loss of or damage to the subject-matter insured caused by :
  - 1.1. war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, 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;
  - 1.4. other war risks as defined in the Belgian Law or in the Cargo Insurance Policy of Antwerp dd. 20.04.2004.
- 2. This insurance also covers for the marine part of the voyage : the general average contribution and salvage charges incurred for the purpose of avoiding or in connection with the avoidance of a loss resulting from a risk covered by this clause, when they are payable according to Belgian Law, the York-Antwerp Rules, the provisions of the contract of affreightment or according to the relevant governing law and practice;

#### EXCLUSIONS

- 3. This insurance excludes :
  - 3.1. any claim based upon loss of or frustration of the insured voyage;
  - 3.2. any loss, damage or expense 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";
  - 3.3. any loss, damage or expense resulting from inherent vice or nature of the subject-matter insured.
- 4. Except in the event of capture, seizure, arrest, restraint of detainment and in the cases provided for in article 2, this insurance covers only the physical damages to the subject-matter insured. This insurance excludes more particularly :
  - 4.1. costs of warehousing and/or other costs of storage;
  - 4.2. any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom;
  - 4.3. any loss or damage resulting from prohibition of import or of export.

#### ABANDONMENT, COST OF CLEANING, REMOVAL AND DESTRUCTION

5. 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 <sup>3</sup>/<sub>4</sub> of the value if arising from a peril insured against by this clause.

#### DURATION OF RISKS

6. This insurance attaches from the time the subject-matter insured leaves the warehouse or place of storage where the insured transit commences and continues till arrival at the address as indicated on the postal parcel.





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#### FINAL PROVISIONS

- 7. Notwithstanding article 204 of the Belgian Code of Trade, Book II, this insurance shall not cover ordinary risks.
- 8. 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 insurance being subject in all respects to the governing Belgian law.