

To be attached to Certificate or Special Policy No. \_\_\_\_\_

**WAR RISK INSURANCE (Form No. 3S)**

In consideration of premium as agreed to be paid, the shipment described in the Certificate or Special Policy to which the following Clauses are attached is hereby separately insured against war risks subject to the terms and conditions hereinafter set forth.

1. This insurance is only against the risks of capture, seizure, destruction or damage by men-of-war, piracy, takings at sea, arrests, restraints, detentions and other warlike operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom; and including the risks of aerial bombardment, floating or stationary mines and stray or derelict torpedoes, and weapons of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter but excluding loss, damage or expense arising out of the hostile use of any such weapon and warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the property insured.
  2. Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detentions.
  3. This insurance does not cover any loss or damage caused by or resulting from any of the following causes:
    - (a) Commandeering, preemption, requisition or nationalization by the government (de facto or otherwise) of the country to or from which the goods are insured.
    - (b) Seizure or destruction under quarantine or customs regulations.
    - (c) Delay, deterioration and/or loss of market
  4. (a) The insurance against the risks enumerated in Clause 1, except the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, referred to in (b) below, shall not attach to the interest hereby insured or to any part thereof
    - (i) prior to being on board an overseas Vessel (For the purpose of this Clause 4 an overseas Vessel shall be deemed to mean a Vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that Vessel),
    - (ii) after being discharged overseas from an overseas Vessel at the final port of discharge,  

or

after the expiry of 15 days counting from midnight of the day of arrival of the overseas Vessel at the final port of discharge, whichever shall first occur,
    - (iii) after expiry of 15 days from midnight of the day of arrival of the overseas Vessel at an intermediate port or place to discharge the interest for on-carriage from that or any other port or place by another overseas Vessel, but shall re-attach as the interest is loaded on the on-carrying overseas Vessel. During the said period of 15 days the insurance remains in force whether the interest is awaiting transit or in transit between the overseas Vessels.
  - (b) The insurance against the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, attaches as the interest hereby insured is first loaded on lighter, craft or vessel after leaving the warehouse at point of shipment in transit for the destination named in the attached Certificate or Special Policy, and ceases to attach as the interest is finally landed from the vessel, craft or lighter prior to delivery to warehouse at such destination.
  - (c) If the contract of affreightment is terminated at a port or place other than the destination named therein such port or place shall be deemed the final port of discharge for the purpose of this Clause.
  - (d) Shipments by mail, if covered by this Policy, are insured continuously from the time of leaving the sender's premises until delivered to the place of address.
  - (e) Shipments by air (other than by air mail), if covered by this Policy, are insured subject to the same terms and conditions as shipment by overseas Vessel; excluding, however, Section (b).
  - (f) It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.
  - (g) If anything contained in this Policy shall be inconsistent with this Clause 4 it shall to the extent of such inconsistency be null and void.
5. This insurance shall not be vitiated by deviation, over-carriage, change of voyage, or by any error or unintentional omission in the description of interest, Vessel or voyage, provided the same be communicated to this Company as soon as known to the Assured and an additional premium paid if required.
6. And in case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said goods and merchandises, or any part thereof, without prejudice to this insurance; nor shall the acts of the Assured or Assurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; and to the charges whereof, the said Assurers will contribute according to the rate and quantity of the sum hereby insured.
7. General Average and Salvage Charges payable according to United States laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or in part) if in accordance with the Contract of Affreightment.
8. The Assured and payee hereunder, the description and valuation of the merchandise, the sum insured, the voyage and the ports of loading on and discharge from the overseas Vessel, shall be determined by reference to the attached Certificate or Special Policy and shall be deemed incorporated herein; and losses payable hereunder shall be adjusted and settled in the same manner as provided for in the said Certificate or Special Policy. It is agreed, however, that this war risk insurance is a separate contract and (excepting as expressly provided in this clause 8) is not subject to any terms or conditions contained in or endorsed on the Certificate or Special Policy to which it is attached.
9. No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other Vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.
10. No recovery for a Constructive Total Loss shall be had hereunder unless the property insured is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value if the expenditure had been incurred.