

American Institute
(July, 1961)

MARINE EXTENSION CLAUSES (May, 1952)

It is understood and agreed that the Warehouse to Warehouse Clause and the Deviation and or Liberties Clauses in or attached to this Policy or Certificate are deemed to be deleted and the following clauses substituted:—

1. This insurance attaches from the time the goods leave the warehouse at the place named in this policy or certificate for the commencement of the transit and continues until the goods are delivered to the Consignees' or other final warehouse at the destination named in this policy or certificate. In the course of this transit the goods are covered during

- (i) deviation, delay beyond the control of the Assured, forced discharge, re-shipment and transhipment.
- (ii) any other variation of the adventure arising from the exercise of a liberty granted to the shipowner or charterer under the contract of affreightment.

The provisions of this clause shall be subject to those of Clauses 2 and 3 hereunder.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods into Consignees' or other final warehouse at the destination named in this policy or certificate, then, provided notice is given immediately after receipt of advices and subject to an additional premium if required, this insurance shall remain in force until the goods are sold and delivered at such port or place or, if the goods are forwarded to the destination named in this policy or certificate or to any other destination, until the goods have arrived at Consignees' or other final warehouse at such destination.

3. If the goods are sold (the sale not being one within the provisions of Clause 2) while this insurance is still in force but before expiry of 15 days from midnight of the day on which the goods are discharged overseas from the oversea vessel at the final port of discharge and following the sale the goods are to be forwarded to a destination other than that to which they are insured by this policy or certificate, this insurance shall remain in force only until the expiry of the said period of 15 days at the final port of discharge or until the goods commence transit at that port at the risk of the buyer, whichever first occurs.

If such sale takes place after expiry of the aforementioned period of 15 days but while this insurance is still in force the insurance shall cease as from the time of sale.

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

5. This insurance shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

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

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this policy to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

All other terms and conditions remain unchanged, it being particularly understood and agreed that the F.C.&S. clause remains in full force and effect, and that nothing in the foregoing shall be construed as extending this insurance to cover any risks of war or consequences of hostilities.

American Institute
(July, 1961)

S. R. & C. C. ENDORSEMENT (Form No. 8A)

This insurance also covers damage, theft, pilferage, breakage or destruction of the property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions and destruction of or damage to the property directly caused by persons acting maliciously.

While the property insured is at risk under the terms and conditions of this insurance **within the United States of America, the Commonwealth of Puerto Rico, the Canal Zone, the Virgin Islands and Canada**, this insurance is extended to cover damage, theft, pilferage, breakage or destruction of the property insured directly caused by "Vandalism," "Sabotage" and "Malicious Mischief," and as so extended shall include such losses directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated.

Nothing in this endorsement shall be construed to include or cover any loss, damage, deterioration or expense caused by or resulting from:

- a. change in temperature or humidity
- b. the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion
- c. delay or loss of market
- d. hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, excepting only the acts of certain agents expressly covered above
- e. any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

American Institute
(October, 1959)

AMENDED F. C. & S. WARRANTY (October, 1959)

The F. C. & S. Warranty in this Policy is hereby amended to read as follows and as so amended shall be paramount and shall not be amended or superseded by any other provision included in this Policy or stamped or endorsed thereon unless such other provision refers specifically to the risks excluded by this warranty and expressly assumes the said risks:—

Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest, restraint, detention, confiscation, pre-emption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion 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 purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.