

**AIMU WAR RISK OPEN POLICY (12/2/1993) COMPARED WITH
THE LONDON INSTITUTE WAR CLAUSES (CARGO)(1/1/1982)**

AIMU TERMS*	LONDON INSTITUTE DIFFERING TERMS	COMMENTS
Clauses 1 a&b	Risks Covered	
a. This clause refers to the actual risks covered under the Policy namely capture, seizure, etc. The language is very old as it refers to “piracy” and “takings at sea” etc. It also provides coverage for mines and torpedos. There is also a warranty against abandonment of the cargo until after it has been condemned.	This section in the ICC clauses is basically the same but in not so many words. Clauses are similar, but there is no warranty concerning abandonment of the cargo in the London clauses.	There is no such warranty concerning abandonment of the cargo in the ICC clauses.
b. This clause provides coverage for loss or damage caused by the government when they are acting to prevent or mitigate a pollution hazard.	There is no such provision in the London clauses.	There is no such provision in the ICC clauses.
Clause 2		
This clause is an exclusion from claims as a result of frustration of the voyage due to arrest.	This exclusion also appears in the London ICC clauses in the EXCLUSIONS section.	
Clause 3 a-d		
a. Excludes loss or damage due to commandeering, preemption, requisition or nationalization by a government	No such exclusion in the London ICC clauses.	
b. Excludes loss or damage as a result of seizure, destruction under quarantine or environmental/customs regulations.	No such exclusion in the London ICC clauses.	

<p>c. Excludes loss or damage as a result of delay, deterioration and/or loss of market.</p> <p>d. Excludes loss or damage as a result of Nuclear reaction, radiation, etc. howsoever caused.</p>	<p>London ICC clauses exclude loss resulting from delay but not specifically “deterioration” or “loss of market”..</p> <p>London ICC clauses also exclude nuclear.</p>	
Clause 4 a-g		
<p>a. Stipulates that coverage, with exception for risks of mines or torpedo’s shall not attach until loaded onboard vessel and then only until discharged overside at port of discharge OR after expiry of 15 days from arrival at port of discharge or intermediate port.</p>	<p>ICC clauses have same DURATION Clauses are similar. clause.</p>	
<p>b. For mines and torpedo’s as excluded in a. above, risk attaches upon loading on lighter, craft or vessel and ceases after discharge therefrom.</p>	<p>ICC clauses have same wording for mines and torpedo’s. Clauses are similar.</p>	
<p>c. If contract of affreightment terminates at alternate port, coverage under this policy terminates as well.</p>	<p>ICC clauses have same wording Clauses are similar..</p>	
<p>d. Shipments by mail covered.</p>	<p>No London clause,</p>	<p>There are separate London clauses for sendings by post. ICC clauses do not address this.</p>
<p>e. Shipments by air covered.</p>		<p>There are separate London clauses for air cargo. ICC clauses do not address air.</p>
<p>f. Reasonable Dispatch clause</p>	<p>ICC clauses have same wording Clauses are similar..</p>	
<p>g. Inconsistencies between policy and these clauses render same null and void.</p>	<p>ICC clauses have same wording. Clauses are similar.</p>	
Clause 5		
<p>Change of voyage notification</p>	<p>ICC clauses have same wording. Clauses are similar.</p>	
Clause 6		
<p>Waiver or acceptance clause</p>	<p>Clauses are similar ICC clauses have same wording.</p>	

Clause 7		
GA and Salvage Charges	Clauses are similar. ICC clauses have same wording	AIMU clauses subject to US law and/or Foreign Statement and/or York-Antwerp Rules; and ICC London clauses subject to governing law and practice.
Clause 8		
Report of shipments clause	No London clause.	ICC clauses do not have this clause.
Clause 9		
Claims for FPA perils only if caused directly by a hostile act by or against a belligerent power.	London clauses do not address FPA perils.	ICC clauses do not address FPA perils in the War policy.
Clause 10		
Constructive Total Loss coverage	London clauses do not address CTL's.	ICC clauses do not address CTL's
Clause 11		
The AIMU War Risk Policy is a separate and wholly independent contract from the Marine contract.	London The ICC clauses work in conjunction with the Marine clauses.	
Clause 12		
Notice of cancellation and certificate issuance.	London clauses make no mention of notice of cancellation or certificate issuance.	ICC clauses make no mention of notice of cancellation or certificate issuance.