

INSURANCE OF GOODS TRANSPORTED AGAINST THE RISKS OF WAR, TERRORISM AND STRIKE



Policy and clause templates
English versions

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SPECIAL CLAUSES
RG GE 2023
FOR THE INSURANCE OF CARGO
AGAINST RISKS OF WAR, TERRORISM AND STRIKES
EXTENDED COVER

of 1st September 2023

ARTICLE 1 - General provisions

These Special Clauses shall only be effective if they complete an insurance contract established under the French Cargo Insurance Policies for goods carried by sea, land, river or air, and covering the same interests for the same voyage and for an at least equal value, against marine risks.

They apply to voyages by sea, land, river or air and to voyages combining these modes.

The cover is governed by the following provisions, and by the General Conditions and Policy Schedule of the "Marine Risks" insurance to which these Special Clauses are attached and provided that such General Conditions and Policy Schedule are not contrary thereto.

ARTICLE 2 - Insured risks

1°) These Special Clauses cover the insured cargo against physical damage and loss, and loss in weight or quantity arising from:

- a) civil or foreign war, riots, civil commotions;
- b) explosion of torpedoes, mines and/or any other weapons of war other than those designed for nuclear explosion and, in general, any accidents and misfortunes of war;
- c) acts of sabotage and/or terrorism of a political nature or related to war;
- d) captures, takings at sea, arrests, seizures, restraints or detentions ordered by any governmental authority arising from any of the perils listed in (a) above;
- e) strikes, lockout and other similar events;
- f) piracy of a political nature or related to war.

2°) Dispossession or unavailability granting right to abandonment is covered if it results from captures, takings at sea, arrests, seizures, restraints, or detentions ordered by any governmental authority and arising from any of the perils listed in 1 (a) above.

For the purposes of this cover, "restraints" refers to actions taken by any governmental authority (in the context of civil or foreign war, riots or civil commotions) impacting the insured goods, and affecting their free disposal.

3°) The expenses included in the exhaustive list below shall be covered in full, proportionately to their insured value, **where they result from one of the perils mentioned above:**

- a) expenses reasonably incurred for the purpose of preserving the insured cargo from a covered physical damage or loss or of minimising such damage or loss;
- b) the fees and expenses of the expert as well as those of the claims agent;
- c) the contribution of the insured cargo to general average as well as salvage charges, the underwriters further agreeing to pay any general average deposit or to provide a guarantee of payment of general average or salvage charges.

4°) This insurance also covers in full, proportionately to the insured value, **where they arise as a result of one of the events mentioned in section 1°) of this article**, expenses reasonably incurred in the event of interruption or termination of the voyage for unloading, warehousing, transshipment or forwarding of the insured cargo to the destination named in the policy or any other destination to be agreed with the underwriters, within a limit of six months after the interruption or termination of the voyage unless the re-shipment has commenced before the expiry of said six-month period. The expenses payable by the underwriters pursuant to this paragraph shall never exceed either the cost of the freight charge relative to the insured voyage or 25% of the insured value. They shall remain payable, within these limits, even though the insurers would be required to pay, as a result of these expenses, an amount higher than the insured value.

In all cases giving rise to indemnification by the underwriters, payment shall be made in full, unless otherwise provided in the Policy Schedule.

ARTICLE 3 – Presumption of knowledge of any event affecting the insured cargo

The insurance shall not be effective if it is established that prior to the attachment of risks, news of one of the events mentioned in section 1°) of Article 2 had reached the place of underwriting the policy or the place of issue of the declaration of interest both on behalf of the Assured and on behalf of a third party or the place at which the Assured was located, without the need to establish evidence that the Assured was personally aware thereof.

ARTICLE 4 - Exclusions

In addition to the exclusions set forth in the General Conditions and Policy Schedule, the insurance excludes:

1°) dispossession or unavailability resulting from:

- captures, takings at sea, arrests, seizures, restraints or detentions, or the consequences thereof, ordered by the authorities of a European Union member state or of the United Kingdom, Switzerland, Liechtenstein, Iceland or Norway;
- seizure or detention by a de jure or de facto authority, further to a fraudulent operation.

2°) physical damage and loss, loss in weight or quantity:

- occurring during the period of dispossession or unavailability provided for by section 1°) above;
- suffered by the insured cargo as a result of the failure of refrigeration or air-conditioning devices caused by a shortage of fuel, labour or a lack of maintenance; however, this damage is insured when it occurs on board the vessel or lightering watercraft.

3°) the deterioration of the insured cargo caused by delay. However, the natural deterioration of the insured cargo caused by delay is insured when it occurs on board the vessel or lightering watercraft.

Are also excluded damages, losses, or expenses, as well as any liability, whatever its basis, arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

ARTICLE 5 - Excluded cargo

In addition to the exclusions set forth in the General Conditions and Policy Schedule, are excluded from cover ammunition and war equipment, unless otherwise agreed and subject to payment of a special premium.

ARTICLE 6 – Scope of cover

The duration of cover is governed by the General Conditions of the French Cargo Insurance Policies for goods carried by sea, land, river or air.

Limits of indemnity per event as well as limitations in respect of geographical scope may be set out in the special conditions.

ARTICLE 7 - Inception and premium

The premium rate defined at the time of underwriting shall remain valid provided the insurance attaches within 48 hours of such underwriting. Thereafter, new terms and conditions of the insurance contract may be agreed between the Underwriter and the Assured.

ARTICLE 8 – Extension of the duration of cover

Without prejudice to the provisions of Article 6, the insurance shall remain in force, subject to the payment of an additional premium if required, in the event of any change to the insured voyage or extension of its normal duration provided such change or extension of voyage is beyond the control of the Assured or the beneficiaries of the insurance.

Apart from this situation of modification or extension of the normal duration of the insured voyage, the insurance ceases under the conditions and time limits provided for by the French Cargo Insurance Policies for goods carried by sea, land, river or air.

ARTICLE 8A – Abandonment

The Assured may elect to exercise the right of abandonment in the event of dispossession or unavailability provided for in paragraph (2) of Article 2.

In such cases of dispossession or unavailability, within three months of becoming aware of the event, the Assured must, or be subject to the inadmissibility of the abandonment, notify the insurer of the abandonment, providing supporting documents and informing the insurer of all the insurance covers he has taken out or of which he is aware.

On the expiry of a period of 12 months starting from the date of knowledge of the event giving rise to the possibility of abandonment, the Assured shall be entitled to an indemnity for total loss, except for any part of the insured goods which in the meantime may have been made available to him or to his representatives or beneficiaries.

The insurer may, without prejudice to the payment of the indemnity, reject the transfer of ownership of the insured goods.

Where there has been a total loss indemnity with rejection of transfer of ownership, in the event that the goods or their value are returned to the Assured, the Assured, his representatives or beneficiaries shall undertake to reimburse the indemnity received. Such reimbursement shall be limited to the residual value of the goods, less expenses reasonably incurred, with the approval of the insurers, to recover or preserve the goods or their value.

ARTICLE 9 - Provisions specific to open policies

Open policies are governed by the special provisions below as well as the "Special Provisions for Open Policies" of the French Cargo Insurance Policies for goods carried by sea, land, river or air to which these Special Clauses are attached and insofar as these Special Provisions are not contrary thereto.

The insurance is applicable according to the rates agreed in the Policy Schedule taking account of a geopolitical situation at the time of underwriting. The insurance is subject to the insurer's prior agreement, unless otherwise stipulated in the Policy Schedule, and to a possible additional premium in the event of carriage from or to a geographical area giving rise to a case-by-case quotation.

1°) Premiums - Turnover-based policies

The terms of cover are reviewed according to the evolution of the geopolitical situation during the course of the contract. Any such change including any additional premium shall give rise to a notification which shall be effective after 48 hours, commencing at 00:00 (Paris time), from the issue of said notification.

2°) Premiums - Declaration-based policies

In accordance with the provisions of the Policy Schedule, the premium rate is the rate applicable on the date of the declaration if it is prior to the inception of the cover. This rate shall remain valid if the insurance attaches within 48 hours of this declaration. In all other cases, new insurance terms and conditions may be agreed between the insurer and the assured.

3°) Termination

The assured and the Insurers may terminate these Special Clauses at any time. Terminations shall be notified by registered letter with acknowledgement of receipt or by email and shall be effective at the earliest within 48 hours, commencing at 00:00 (Paris time), of said notification.

In the event that such notification has not reached the recipient, even as a result of force majeure or a fortuitous event, five days after being sent (Sundays and national holidays included), the termination shall be effective as of midnight on the fifth day.

The termination shall not apply:

- a) to cargo for which the insurance arising under these Special Clauses has attached prior to the expiry of the abovementioned time-limit;
- b) to cargo loaded onto the means of transport after expiry of this time-limit if the Assured has not been able to prevent such loading;
- c) to cargo undergoing a defined shipment if the Assured has given to a bona fide third-party holder, before the expiry of this time-limit, a document signed by the insurers and expressly granting insurance delegation for this shipment.

These Special Clauses shall be terminated by operation of law upon termination of the marine risks insurance contract.

SPECIAL CLAUSES RG WB 2023

FOR THE INSURANCE OF MARINE CARGO
AGAINST RISKS OF WAR, TERRORISM AND STRIKES

WATERBORNE COVER

of 1st September 2023

ARTICLE 1 – General provisions

These Special Clauses shall only be effective if they complete an insurance contract established under one of the French Marine Cargo Insurance Policies and covering the same interests for the same voyage and for an at least equal value, against marine risks.

The cover is governed by the following provisions, and by the General Conditions and Policy Schedule of the "Marine Risks" insurance to which these Special Clauses are attached, provided they are not contrary thereto.

ARTICLE 2 – Insured risks

1°) These Special Clauses cover the insured cargo against physical damage and loss, and loss in weight or quantity arising from:

- a) civil or foreign war, , riots, civil commotions;
- b) explosion of torpedoes, mines and any other weapons of war other than those designed for nuclear explosion and, in general, any accidents and misfortunes of war;
- c) acts of sabotage and/or terrorism of a political nature or related to war;
- d) captures, takings at sea, arrests, seizures, restraints or detentions by any government authority arising from any of the perils listed in (a) above;
- e) strikes, lockouts and other similar events;
- f) piracy of a political nature or related to war.

2°) This insurance also covers physical damage and loss suffered by the insured cargo as a result of the failure of refrigeration or air-conditioning devices caused by a shortage of fuel, labour or a lack of maintenance, and the natural deterioration of the insured cargo caused by delay, **where such losses arise as a result of one of the events listed in section 1°) of this article.**

3°) Dispossession or unavailability granting right to abandonment is covered if it arises as a result of captures, takings at sea, arrests, seizures, restraints or detentions ordered by any government authority arising from any of the perils listed in (a) above.

For the purposes of this cover, "restraints" refers to actions taken by any governmental authority (in the context of civil or foreign war, riots or civil commotions) impacting the insured goods, and affecting their free disposal.

4°) The expenses included in the exhaustive list below shall be covered in full, proportionately to their insured value, **where they result from one of the perils mentioned above:**

- a) expenses reasonably incurred for the purpose of preserving the insured cargo from a covered physical damage or loss or of minimising such damage or loss;
- b) expenses reasonably incurred in the event of interruption or termination of the voyage for unloading, warehousing, transhipment or forwarding of the insured cargo to the destination named in the policy or any other destination to be agreed with the insurers, within a limit of six months after the interruption or termination of the voyage unless the re-shipment has commenced before the expiry of said six-month period. The expenses payable by the insurers pursuant to this paragraph shall never exceed either the cost of the sea freight relative to the insured voyage or 25% of the insured value. They shall remain payable, within these limits, even though the insurers would be required to pay, as a result of these expenses, an amount higher than the insured value.
- c) the fees and expenses of the expert as well as those of the claims agent;
- d) the contribution of the insured cargo to general average as well as salvage charges, the insurers further agreeing to pay any general average deposit or to provide a guarantee of payment of general average or salvage charges.

In all cases giving rise to indemnification by the insurers, payment shall be made in full, unless otherwise provided in the Policy Schedule.

ARTICLE 3 - Presumption of the cause of the loss

Where it is not possible to establish whether the loss was caused by a war risk or a marine risk, it shall be deemed to have been caused by a peril of the sea.

ARTICLE 4 - Presumption of knowledge of any event affecting the insured cargo

The insurance shall not be effective if it is established that prior to the attachment of risks, news of one of the events mentioned in section 1°) of Article 2 had reached the place of underwriting the policy or the place of issue of the declaration of interest both on behalf of the Assured and on behalf of a third party or the place at which the Assured was located, without the need to establish evidence that the Assured was personally aware thereof.

ARTICLE 5 - Exclusions

In addition to the exclusions set forth in the General Conditions and Policy Schedule, the insurance excludes:

1°) dispossession or unavailability resulting from:

- captures, takings at sea, arrests, seizures, restraints or detentions, or the consequences thereof, ordered by the authorities of a European Union member state or the United Kingdom or of Switzerland, Liechtenstein, Iceland or Norway;
- seizure or detention by a de jure or de facto authority, further to a fraudulent operation.

2°) physical damage and loss, loss in weight or quantity:

- occurring during the period of dispossession or unavailability provided for by section 1°) above.

Are also excluded damages, losses, or expenses, as well as any liability, whatever its basis, arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

ARTICLE 6 – Excluded cargo

In addition to the exclusions set forth in the General Conditions and Policy Schedule are excluded from cover ammunition and war equipment, unless otherwise agreed and subject to payment of a special premium.

ARTICLE 7 – Duration of cover

The insurance shall attach when the cargo leaves land at the port of loading to be loaded onto the oversea vessel or lighter.

It shall terminate upon its unloading at the final port of discharge. Unless otherwise stipulated, it may not be extended, even on board the oversea vessel or lighter, beyond a period of fifteen days starting at midnight on the day the vessel anchored or moored in the final port of discharge.

If the sea carrier terminates the voyage in a port or place other than the one agreed, such port or place shall be deemed the final port of discharge and the insurance shall terminate as indicated in the previous paragraph. However, if, within the period of sixty days, the cargo is forwarded, the insurance shall reattach upon the loading onto an oversea vessel, under new insurance terms and conditions to be agreed between the Assured and the insurer prior to such loading.

In the event of transshipment onto another oversea vessel, the insurance shall terminate, unless otherwise stipulated, upon the expiry of a period of fifteen days starting at midnight on the day the first vessel anchored or moored on arrival at the transshipment port. It shall only reattach when the insured cargo is loaded onto the oversea vessel on which the transshipment is made. During the aforementioned fifteen-day period, the insured cargo shall remain covered on board the first vessel, on the lighter or on land.

The expression "oversea vessel" used in the previous paragraphs means the vessel carrying the insured cargo from one port or place to another port or place when the voyage includes an oversea journey carried out by this vessel.

For consignments via the postal services and for parcel post, the insurance attaches, notwithstanding the foregoing, upon delivery of the consignment to the postal service or carrier and terminates upon the physical delivery of the consignment by the postal services or the carrier to the consignee, or its beneficiaries or their representatives, but may not extend beyond fifteen days after the consignment has been made available to them.

ARTICLE 8 – Inception and premium

Unless otherwise stipulated, the premium rate defined at the time of underwriting shall remain valid provided the insured cargo is loaded onto the oversea vessel within 48 hours of such underwriting. Thereafter, new terms and conditions of the insurance contract may be agreed between the insurer and the Assured.

All stopovers shall be covered without any extra premium. All transshipments and alternative routing shall be covered in return for extra premiums.

ARTICLE 8A – Abandonment

The Assured may elect to exercise the right of abandonment in the event of dispossession or unavailability provided for in paragraph (2) of Article 2.

In such cases of dispossession or unavailability, within three months of becoming aware of the event, the Assured must, or be subject to the inadmissibility of the abandonment, notify the insurer of the abandonment, providing supporting documents and informing the insurer of all the insurance covers he has taken out or of which he is aware.

In such cases of dispossession or unavailability, within three months of becoming aware of the event, the Assured must, or be subject to the inadmissibility of the abandonment, notify the insurer of the abandonment, providing supporting documents and informing the insurer of all the insurance covers he has taken out or of which he is aware.

On the expiry of a period of 12 months starting from the date of knowledge of the event giving rise to the possibility of abandonment, the Assured shall be entitled to an indemnity for total loss, except for any part of the insured goods which in the meantime may have been made available to him or to his representatives or beneficiaries.

The insurer may, without prejudice to the payment of the indemnity, reject the transfer of ownership of the insured goods.

Where there has been a total loss indemnity with rejection of transfer of ownership, in the event that the goods or their value are returned to the Assured, the Assured, his representatives or beneficiaries shall undertake to reimburse the indemnity received. Such reimbursement shall be limited to the residual value of the goods, less expenses reasonably incurred, with the approval of the insurers, to recover or preserve the goods or their value.

ARTICLE 9 – Provisions specific to open policies

Open policies are governed by the special provisions below as well as by the "Special Provisions for Open Policies" of the French Cargo Insurance Policies to which these Special Clauses are attached and insofar as these Special Provisions are not contrary thereto.

The insurance is applicable according to the rates agreed in the Policy Schedule taking account of a geopolitical situation at the time of underwriting. The insurance is subject to the insurer's prior agreement, unless otherwise stipulated in the Policy Schedule, and to a possible additional premium in the event of carriage from or to a geographical area giving rise to a case-by-case quotation.

1°) Premiums – Turnover-based policies

The terms of cover are reviewed according to the evolution of the geopolitical situation during the course of the contract. Any such change including any additional premium shall give rise to a notification which shall be effective after 48 hours, commencing at 00:00 (Paris time), from the issue of said notification.

2°) Premiums – Declaration-based policies

In accordance with the provisions of the Policy Schedule, the premium rate is the rate applicable on the date of the declaration if it is issued prior to or at the time of shipping the insured cargo.

Unless otherwise stipulated, this rate shall remain valid for 48 hours provided the insured cargo is loaded onto the overseas vessel within that time.

Where the declaration is issued after the shipping date of the insured cargo or if the cargo is loaded onto the overseas vessel after the above time-limit, new insurance terms and conditions may be agreed between the insurers and the assured.

3°) Termination

The assured and the insurers may terminate these Special Clauses at any time. Termination shall be notified by registered letter with acknowledgement of receipt or by email and shall be effective at the earliest within 48 hours, commencing at 00:00 (Paris time), of the issue of said notification.

In the event that such notification has not reached the recipient, even as a result of force majeure or a fortuitous event, five days after being sent (Sundays and national holidays included), the termination shall be effective as of midnight on the fifth day.

The termination shall not apply:

- a) to cargo for which the insurance arising under these Special Clauses has attached prior to the expiry of the abovementioned time-limit;**
- b) to cargo loaded after expiry of such time-limit if the Assured has not been able to prevent such loading;**
- c) to cargo undergoing a defined shipment if the Assured has given to a bona fide third-party holder, before the expiry of this time-limit, a document signed by the insurers and expressly granting insurance delegation for this shipment.**

26, boulevard Haussmann
75009 Paris
Rue du Champ de Mars 23
1050 Ixelles
Bruxelles
www.franceassureurs.fr

