



## Official Clauses

The most recent official clauses of the Royal Belgian Association of Transport Insurers v.z.w.(\*) and JC2023-024 Five Powers War Clause and apply:

(\*) Free and non-committal translation

*In case of dispute regarding the interpretation of the wording, the Dutch and/or French version prevail*

### **CE023 “Exclusion of Cyber attack”**

**Clause no. CE023 of the Royal Belgian Association of Marine Insurers dd. 19 May 2020**

- 1 Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2 Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### **CE102 “Joint sanction clause”**

**Clause N° CE102 – of the Royal Belgian Association of Transport insurers dated March 31st, 2011**

The cover provided by the current insurance contract remains always subject to stipulations of mandatory law issued by national, international or supranational authorities and with a direct effect on insurance services and by which sanctions, restrictions or prohibitions are being imposed.

### **CE103 “Abandonment and piracy”**

**Clause N° CE103 – of the Royal Belgian Association of Transport insurers dated 29/11/2012**

By derogation of all conflicting contractual and/or legal stipulations, the abandonment in the event of capture by pirates or piracy can only be invoked after 18 months counting from the date on which the Assured had knowledge hereof.

In case of settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers and if the Assured is put back in possession of the insured goods and objects, the Assured commits himself to the reimbursement of the indemnity received, limited however to the residual value of the goods and objects calculated according to the policy conditions and after deduction of all expenses, reasonably incurred by the Assured and with Insurers' agreement in order to preserve the insured goods and objects at risk.

By derogation of all conflicting contractual and/or legal stipulations, the settlement by way of total loss pursuant to the rejection of the abandonment by the Insurers is subject to the Insurers' right to demand a security from the Assured, prior to proceeding with the settlement in total loss, this in order to guarantee the Assured's obligation to reimburse.

Neither interests nor bank charges will be taken into consideration



## **CE105 “Clause Geographical scope”**

### **Clause no. CE105 of the Royal Belgian Association of Marine Insurers dd. 30 June 2020**

Notwithstanding any provision to the contrary contained in this contract of insurance, the conventional geographical cover is limited by sanctions regulations, restrictions or prohibitions bearing on the insured goods, objects and persons as imposed by the competent national, international and supranational authorities.

## **CE200 “Exclusion of radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons and exclusion of abandonment for radioactive goods”**

### **Clause no. CE200 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

This clause shall be paramount and shall override anything contained in the law and/or in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - 1.5. any chemical, biological, bio-chemical or electromagnetic weapon.
2. This insurance is always free from abandonment for all radioactive goods even if they became radioactive after inception of the risks.

## **CE201 “Replacement Clause”**

### **Clause CE201 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

In the event of loss of or damage to any part of the subject-matter insured the assured commits himself, if the insurers request it, to have this part replaced or repaired. The costs of returning to the factory, reforwarding, replacement and repair are at the expense of the insurers. Loss of or damage to any part of the subject matter does not constitute any right to abandonment nor can it be considered as a total loss of the subject matter insured, regardless the right to abandonment for loss or damage of  $\frac{3}{4}$  of the value.

This insurance is always free from abandonment for all radioactive goods even if they became radioactive after inception of the risks.

## **CE202 “Malicious Damage”**

### **Clause CE202 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

Without derogation from the exclusions of article 11.2.5 of the Cargo Insurance Policy of Antwerp dd. 20.04.2004, this insurance covers, on condition of payment of an additional premium to be agreed upon or to be arbitrated if necessary, all material loss or damage directly caused to the subject matter insured by malicious acts, sabotage or vandalism.



## CE203 “Classification Clause”

### Clause CE203 of the Royal Belgian Association of Marine Insurers dd. 28 June 2001

#### 1. QUALIFYING VESSELS

This insurance and the marine transit rates as agreed in the policy or open cover apply only to cargoes and / or interests carried by mechanically self-propelled vessels of steel construction or of other metallic alloys and classed with a Classification Society which is:

- 1.1. a Member or Associate Member of the international Association of Classification Societies (IACS\*),  
or
- 1.2 a National Flag Society as defined in Clause 4 below, but only where the vessel is engaged exclusively in the coastal trading of that nation (including trading on an inter-island route within an archipelago of which that nation forms part).

Cargoes and / or interests carried by vessels not qualified as above are held covered at rates and conditions to be agreed, provided they are notified to underwriters as soon as the assured is privy to it.

#### 2. AGE LIMITATION

Cargoes and / or interests carried by Qualifying Vessels (as defined above) which exceed the following age limits will be insured on the policy or open cover conditions subject to an additional premium to be agreed:

- 2.1 bulk or combination carriers over 10 years of age;
- 2.2 other vessels over 15 years of age unless they:
  - 2.2.1 have been used for carriage of “general cargo” on an established and regular pattern of trading between a range of specified ports, and do not exceed 25 years of age,  
or
  - 2.2.2 were constructed as containerships, vehicle carriers or double-skin open-hatch gantry crane vessels and have been continuously used as such on an established and regular pattern of trading between a range of specified ports, and do not exceed 30 years of age.

#### 3. CRAFT CLAUSE

The requirements of this Clause do not apply to any craft used to load or unload the vessel within the port area.

#### 4. NATIONAL FLAG SOCIETY

A National Flag Society is a Classification Society which is domiciled in the same country as the owner of the vessel in question which must also operate under the flag of that country.

\* for a current list of IACS Members and Associate Members please refer to the IACS website at [www.iacs.org.uk](http://www.iacs.org.uk)

## CE216 “Exclusion of infectious disease”

### Clause no. CE216 of the Royal Belgian Association of Marine Insurers dd. 22 October 2020

This insurance does not cover any damage, loss, expenses or liability of insured caused by a human infectious disease, which has been declared as an epidemic by a government, competent local authority or any other body with the same authority, or proclaimed as a pandemic or characterized as a pandemic by the World Health Organization (WHO).



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**CE300 “War risks for the carriage of cargo by sea”**

Clause no. CE300 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004

**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 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 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  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause;

**DURATION OF RISKS**

6. War risks are covered as provided for hereafter :
  - 6.1. Direct voyage without transshipment
    - 6.1.1. This insurance attaches as and when the subject-matter insured or part thereof is loaded on the oversea vessel for the purpose of the insured voyage;
    - 6.1.2. and terminates as and when the subject-matter insured or part thereof is discharged from the oversea vessel at the final port or place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the oversea vessel at the final port or place of discharge.
  - 6.2. Continuation of voyage without transshipment  
Nevertheless, subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated,



- 6.2.1. this insurance reattaches when, without having discharged the subject-matter insured at the final port or place of discharge, the oversea vessel sails there from;
- 6.2.2. and terminates as and when the subject-matter insured or part thereof is discharged from the oversea vessel at the final or substituted port or place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the oversea vessel at the final or substituted port or place of discharge.
- 6.3. Voyage with transhipment
- 6.3.1. If during the insured voyage the oversea vessel arrives at an intermediary port or place in view of on-carriage of the subject-matter insured by oversea vessel or by aircraft, or the subject-matter insured is discharged at a port or place of refuge, then, in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance continues until the expiry of 15 days counting from midnight, local time, of the day of arrival of the oversea vessel at such intermediary place or port of refuge.
- 6.3.2. In such a case the insurance reattaches as and when the subject-matter insured or part thereof is reloaded for on-carriage on board an oversea vessel or aircraft;
- 6.3.3. During the above-mentioned period of 15 days, this insurance remains in force after discharge, but only whilst the subject-matter insured is at such intermediate port or place;
- 6.3.4. If the subject-matter insured is on-carried within the said period of 15 days or if this insurance reattaches as provided for in article 6.3.1., and
- where the on-carriage is by oversea vessel, this insurance is effected subject to the provisions of this clause;
  - where the on-carriage is by aircraft, this insurance is effected subject to the provisions of the current "War Risks for the Carriage of Cargo by Air" clause, which shall be deemed to form part of this clause.
- 6.4. Substituted place of discharge – on-carriage to original port or place of discharge or other destination
- 6.4.1. If the voyage is terminated at a port or place of discharge other than that foreseen, such port or place shall be deemed the final port or place of discharge and the insurance terminates in accordance with article 6.1.2.;
- 6.4.2. However if the subject-matter insured is subsequently reshipped to the original place of discharge or any other destination, then, provided notice is given to the insurers as soon as the assured becomes aware thereof, and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance reattaches :
- in the case of the subject-matter insured having been discharged, as and when the subject-matter insured or part thereof is reloaded for on-carriage on an oversea vessel;
  - in the case of the subject-matter insured not having been discharged, when the vessel sails from the port or deemed final port or place of discharge.
- 6.4.3. Thereafter the insurance terminates in accordance with article 6.1.2.
- 6.5. Inland craft  
The insurance against the risks of mines or derelict torpedoes, floating or submerged, is extended whilst the subject-matter insured or any part thereof, is on an inland craft, whilst in transit to or from an oversea vessel, but not beyond the expiry of 60 days counting from midnight, local time, of the day of discharge from the oversea vessel, unless otherwise specially agreed by the insurers.
- 6.6. Deviation or variation of the voyage by the carrier  
Subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force during any deviation or any variation of the voyage arising from the exercise of a liberty granted to the shipowner or the charterer of the vessel under the contract of affreightment.
- 6.7. Variation of the voyage by the assured  
Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, the insurance shall remain in force at conditions to be agreed for any variation of the voyage arising out of a decision taken by the assured.
- 6.8. Arrival  
For the purpose of article 6 'arrival' shall be deemed to mean when the oversea vessel is anchored, moored or otherwise secured at a berth or other place located within the harbour authority area.  
  
If such a berth or place is not available, 'arrival' is deemed to have occurred when the oversea vessel first anchors or otherwise secures either at or off the intended port or place of discharge.



## 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.

## **CE301 “War risks for the carriage of cargo by air”**

**Clause no. CE301 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

### 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.

### EXCLUSIONS

2. This insurance excludes :
  - 2.1. any claim based upon loss of or frustration of the insured voyage;
  - 2.2. 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”.
  - 2.3. any loss, damage or expense resulting from inherent vice or nature of the subject-matter insured.
3. This insurance covers only the physical damages to the subject-matter insured. This insurance excludes more particularly :
  - 3.1. costs of warehousing and/or other costs of storage;
  - 3.2. any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting there from;
  - 3.3. any loss or damage resulting from prohibition of import or of export.

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

4. 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  $\frac{3}{4}$  of the value if arising from a peril insured against by this clause.

### DURATION OF RISKS

5. War risks are covered as provided for hereafter :
  - 5.1. Direct voyage without transshipment
    - 5.1.1. This insurance attaches as and when the subject-matter insured or part thereof is loaded on the aircraft for the purpose of the insured voyage;
    - 5.1.2. and terminates as and when the subject-matter insured or part thereof is discharged from the aircraft at the final place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the aircraft at the final place of discharge
  - 5.2. Continuation of voyage without transshipment  
Nevertheless, subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated,



- 5.2.1. this insurance reattaches when, without having discharged the subject-matter insured at the final place of discharge, the aircraft departs there from;
  - 5.2.2. and terminates as and when the subject-matter insured or part thereof is discharged from the aircraft at the final or substituted place of discharge, without extending on board for a longer period than 15 days counting from midnight, local time, of the day of arrival of the aircraft at the final or substituted place of discharge.
- 5.3. Voyage with transshipment
- 5.3.1. If during the insured voyage the aircraft arrives at an intermediary place in view of on-carriage of the subject-matter insured by oversea vessel or by aircraft, then, in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance continues until the expiry of 15 days counting from midnight, local time, of the day of arrival of the aircraft at such intermediary place.  
In such a case the insurance reattaches as and when the subject-matter insured or part thereof is reloaded for on-carriage on board an aircraft or oversea vessel.
  - 5.3.2. During the above-mentioned period of 15 days, this insurance remains in force after discharge, but only whilst the subject-matter insured is at such intermediate place.
  - 5.3.3. If the subject-matter insured is on-carried within the said period of 15 days or if this insurance reattaches as provided in article 5.3.1., and
    - where the on-carriage is by aircraft, this insurance is effected subject to the provisions of this clause;
    - where the on-carriage is by oversea vessel, this insurance is effected subject to the provisions of the current "War Risks for the Carriage of Cargo by Sea" Clause, which shall be deemed to form part of this clause.
- 5.4. Substituted place of discharge – on-carriage to original place of discharge or other destination
- 5.4.1. If the voyage is terminated at a place of discharge other than that foreseen, such place shall be deemed the final place of discharge and the insurance terminates in accordance with article 5.1.2.
  - 5.4.2. However if the subject-matter insured is subsequently reshipped to the original place of discharge or any other destination, then, provided notice is given to the insurers as soon as the assured becomes aware thereof, and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance reattaches :
    - in the case of the subject-matter insured having been discharged, as and when the subject-matter insured or part thereof is reloaded for on-carriage on an aircraft;
    - in the case of the subject-matter insured not having been discharged, when the aircraft departs from the deemed final place of discharge.
  - 5.4.3. Thereafter the insurance terminates in accordance with article 5.1.2.
- 5.5. Deviation or variation of the voyage by the air carrier  
Subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force during any deviation or any variation of the voyage arising from the exercise of a liberty granted to the carrier under the contract of air carriage.
- 5.6. Variation of the voyage by the assured  
Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, the insurance shall remain in force at conditions to be agreed for any variation of the voyage arising out of a decision taken by the assured.

## FINAL PROVISIONS

6. Notwithstanding article 204 of the Belgian Code of Trade, Book II, this insurance shall not cover ordinary risks.
7. 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.



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**CE302 “War risks for the carriage of cargo by post”**

Clause no. CE302 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004

### 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  $\frac{3}{4}$  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.

### 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





## CE304 “War and strikes premium clause”

**Clause no. CE304 of the Royal Belgian Association of Marine Insurers dd. 19 October 2006  
(Update 1 April 2019)**

The premium rate for the risks of war and/or strikes, riots and civil commotions as mentioned in the particular conditions is only valid for regions which, upon inception of the risk, are rated as ‘low’ or ‘moderate’ according to the ‘Risk Scale’ of the ‘Global Cargo Watch List’ (GCWL).

Shipments to, from or through regions not rated as ‘low’ or ‘moderate’ have to be declared by the assured and are held covered subject to additional premium to be agreed or, if necessary, to be arbitrated.

The risks of strikes, riots and civil commotions relating to storage risks in the aforementioned regions follow the same rule as above.

## CE400 “Strikes and Riot Risks”

**Clause no. CE400 of the Royal Belgian Association of Marine Insurers dd. 27 May 2004**

### RISKS COVERED

1. In consideration of payment of a premium as provided for, to be agreed or if necessary to be arbitrated, but subject to the exclusions under article 2 below, this insurance covers, without franchise, loss of or damage to the subject-matter insured directly caused by :
  - 1.1. strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances;
  - 1.2. any terrorist or any other person acting from a political motive.

### EXCLUSIONS

2. Notwithstanding any legal or contractual arrangements however without any derogation to the exclusions as provided for in the particular and general conditions of this policy (except the exclusions, which are covered under this clause), this insurance shall in no case cover loss damage liability and/or expenses :
  - caused by any of the events mentioned in article 11.2.5.1 of the Cargo Insurance Policy of Antwerp dd. 20.04.2004 ;
  - arising from inherent vice or nature of the subject-matter insured, unless the loss and/or damage is a direct consequence of a risk mentioned in article 1;
  - 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. This insurance only covers physical loss of and/or damage to the subject-matter insured. This insurance excludes amongst other :
  - warehousing expenses and other storage expenses;
  - any indemnity for delay in arrival of the subject-matter insured or any difference in price resulting therefrom, except in respect of expenses arising from delay and admitted as general average expenses as per the York-Antwerp Rules in force at the moment the loss or damage occurs;
  - any loss or damage arising from import or export prohibition.

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

4. 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 ¾ of the value if arising from a peril insured against by this clause.

### DURATION OF RISKS

- 5.1. This insurance attaches from the time the subject-matter insured leaves the warehouse where the insured transit commences and continues while the subject-matter insured being in the ordinary course of transit and, in any event, shall terminate :
  - 5.1.1. either as per the stipulations mentioned in the Policy;
  - 5.1.2. or on delivery to the Consignee’s or other final warehouse or place of storage at the destination named herein;



- 5.1.3. or on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution;
- 5.1.4. or in the respect of marine transits, on the expiry of 60 days counting from midnight, local time, of the day of completion of discharge overside of the goods hereby insured from the oversea vessel at the final port of discharge;
- 5.1.5. or in respect of air transits, on the expiry of 30 days counting from midnight, local time, of the day of completion of unloading of the subject-matter insured from the aircraft at the final airport of discharge.

whichever shall first occur.

#### 5.2. Extension of the duration of the risks

The extension of the duration of the risks as mentioned in item 5.1 :

- 5.2.1. will not be granted in respect of cover for loss of or damage to the subject-matter insured caused by any terrorist or any other person acting from a political motive;
- 5.2.2. in respect of cover for loss of or damage to the subject-matter insured caused by strikers, locked-out workmen, or persons taking part in riots, civil commotions or strife arising out of labour disturbances, must be requested from the insurers either at the time the risk is accepted, or prior to expiry of these periods of respectively 60 or 30 days.

#### 5.3. Deviation or change of the voyage by the carrier

If the transit is terminated at a port or place other than that named in the policy, due to the exercise by the carrier of a liberty granted under the contract of carriage, and subject to notice being given to the insurers as soon as the assured becomes aware thereof and in consideration of payment of an additional premium to be agreed or arbitrated, this insurance shall remain in force until the subject-matter insured is sold and delivered at the place of discharge, however subject to the provisions of the abovementioned items 5.1 and 5.2.

If the subject-matter insured is not sold, but is reforwarded to the destination named in the policy or to any other place, this insurance shall remain in force until its arrival in the warehouse at final destination, however subject to the provisions of the abovementioned items 5.1 and 5.2.

#### 5.4. Change of the voyage by the assured

Subject to immediate notice being given to the insurers and in consideration of payment of an additional premium to be agreed or if necessary to be arbitrated, this insurance shall remain in force at conditions to be agreed, for any change of the voyage arising out of a decision taken by the assured, however subject to the provisions of the abovementioned items 5.1 and 5.2.

## FINAL PROVISIONS

- 6. 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 cover is subject to Belgian Law.



## CE613 “Co-insurance and Leadership”

Clause n° CE613 of the Royal Belgian Association of Marine Insurers dd. 13 October 2022  
(version 10/10/2023)

Following stipulations shall apply in case of co-insurance :

1. The insurers are only bound to their share subscribed in the insurance policy and are therefore not jointly liable.
2. Unless otherwise agreed, the insurance company first mentioned shall act as leading underwriter. The term ‘leading underwriter’ means the leading insurer, whether this be an insurance company or a mandated underwriter or a representative of one or more insurance companies.
3. 3.1 Each co-insurer undertakes to follow the leading underwriter in respect of all decisions relating to the administration, execution and interpretation of the insurance policy.  
3.2 Each co-insurer expressly also undertakes to follow the decision of the leading underwriter as to whether or not to accept abandonment.  
3.3 Acts of disposition which the leading underwriter considers do not constitute an aggravation of risk (\*) also fall within the mandate of the leading underwriter.

(\*) Risk aggravation is a modification of an essential circumstance to such an extent that the insurer would not have entered into the insurance policy or would have agreed to it only on other terms if the new state of affairs had existed at the time of the conclusion of the policy.

4. Always fall outside the mandate of the leading underwriter and shall require the prior and express agreement of each co-insurer :
  - 4.1 coverage, related to sanction regulations, restrictions or prohibitions, affecting the insured goods, objects and persons as imposed by the competent national, international and supranational authorities;
  - 4.2 coverage of material damage and/or loss, which are not the subject of this insurance policy;
  - 4.3 coverage of inherent vice and delay, unless caused by a covered risk;
  - 4.4 coverage of consequential loss and/or immaterial damage;
  - 4.5 coverage of the risks of war, strikes and riots if these risks were not insured, or if the premiums or conditions of insurance change as a result of a change in the risks during the period of cover from ‘high’ to ‘severe’ according to the ‘Risk Scale’ of the ‘Global Cargo Watch List’ (GCWL);
  - 4.6 change of the leading insurer;
  - 4.7 change and/or addition of a policyholder and/or co-insured(s);
  - 4.8 change in inception date or cancellation provisions of the insurance policy, without prejudice to the content of point 5;
  - 4.9 increase in the insured (sub)limits;
  - 4.10 reduction of rates, premium(s) and/or deductible(s);
  - 4.11 retroactive introduction and/or increase of profit sharing;
  - 4.12 approval of “ex gratia” claim settlements.  
The term “ex gratia” means the agreement to pay loss and/or damages and/or expenses which are not covered by the insurance policy.

### 5. Cancellation and/or shortening of the notice period

Cancellation of the insurance policy and/or shortening of its notice period by the leading underwriter binds all coinsurers. The leading underwriter shall inform each co-insurer about this decision in writing as soon as possible

The postmark (or e-mail date in case of mutual agreement to communicate this by e-mail) shall be proof of said communication.

Cancellation of the insurance policy and/or shortening of its notice period by a co-insurer binds only himself.

The mutual agreement to communicate by e-mail shall be deemed accepted by the recipient of the communication as soon as the latter responds in writing without explicitly rejecting e-mail as a means of communication.

## JC2023-024 “Five Powers War Clause”

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

