



For use only with the Cargo Insurance Policy of Antwerp dd. 20.04.2004

“WAR RISKS FOR THE CARRIAGE OF CARGO BY AIR”

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

Free and non-committal translation

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

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 ¾ 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 overseas 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 overseas 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 overseas 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.