

Persian Gulf Political Risk Exclusion Clause (ICC (A) Version) For use with Institute Cargo Clauses (A) (1/1/2009)

1. Scope of Exclusion

Notwithstanding anything to the contrary contained in the Institute Cargo Clauses (A) and, in particular, notwithstanding the cover afforded under the Institute War Clauses (Cargo) (1/1/2009) and the Institute Strikes Clauses (Cargo) (1/1/2009) which may be incorporated into this insurance, the following perils are hereby excluded in respect of non-containerised shipments transiting or situated within the geographical area defined in clause 2 below:

- (a) War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- (b) Capture, seizure, arrest, restraint or detention (barratry and piracy excepted), and the consequences thereof or any attempt thereat;
- (c) Derelict mines, torpedoes, bombs or other derelict weapons of war;
- (d) Strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (e) Any act of terrorism or any person acting from a political motive;
- (f) Confiscation, expropriation, nationalisation, requisition or pre-emption by order of any government or public or local authority.

These exclusions correspond to the perils addressed in the Institute War Clauses (Cargo) (1/1/2009) and the Institute Strikes Clauses (Cargo) (1/1/2009).

2. Geographical Scope

The exclusions set out in clause 1 apply solely to non-containerised shipments in the Persian Gulf or Arabian Gulf and adjacent waters, including the Gulf of Oman and all waters west of a straight line drawn from Oman's territorial boundary at Cape al-Hadd (22°42.5' N, 59°54.5' E) north-eastwards to the Iran–Pakistan border (25°10.5' N, 61°37.5' E).

3. Containerised Shipments - Savings Clause

For the avoidance of doubt, this exclusion clause does not apply to containerised shipments. Cover in respect of the perils set out in clause 1 shall remain in full force and effect without amendment for all containerised cargo transiting the geographical area defined in clause 2, subject to and in accordance with the terms and conditions of the applicable Institute War Clauses (Cargo) (1/1/2009) and Institute Strikes Clauses (Cargo) (1/1/2009).

4. Interaction with ICC (A)

This clause operates as a specific endorsement to and shall be read together with the Institute Cargo Clauses (A) (1/1/2009). To the extent of any conflict between this clause and the Institute War Clauses (Cargo) or Institute Strikes Clauses (Cargo), this clause shall prevail in respect of the geographical area and cargo type specified herein.