

Comparison of Cover for Hellenic War Risks versus Institute War and Strikes Clauses and Institute P&I War Strikes Clauses

Risk	Hellenic War Risks	Institute War and Strikes Clauses (1/10/83)/ Institute P&I War Strikes Clauses (Hulls) (20/7/87)
Specific Perils Insured		
War, civil war, revolution, rebellion, insurrection or civil strife, arising therefrom, or any hostile act by or against a belligerent power	✓	✓
Capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat	✓	✓
Mines, torpedoes, bombs or other weapons of war (whether any of the aforesaid are derelict or otherwise)	✓	✓ ¹
Strikers, locked-out workmen, or persons taking place in labour disturbances, riots or civil commotions	✓	✓
Any terrorist or any person acting maliciously or from a political motive	✓	✓
Any person acting from a religious or ideological motive	✓	✗ ²
Piracy, barratry or violent theft by persons from outside the Entered Ship	✓ ³	✓ ⁴
Confiscation or expropriation	✓	✓
Risks excluded by clauses 21-25 ITC Hulls 1.10.83	✓	✓

¹ Cover for derelict weapons of war (inc. mines, torpedoes, bombs) only.

² Unless covered under clause 1.5 IWSC

³ Subject to separate deductible and US\$20,000 limit for loss of cash in the case of piracy or violent theft by persons from outside the Entered Ship (not applicable to barratry).

⁴ Assuming JWC 2005/002 applies.

Risk	Hellenic War Risks	Institute War and Strikes Clauses (1/10/83)/ Institute P&I War Strikes Clauses (Hulls) (20/7/87)
Computer Virus Exclusion		
Losses caused by the use, as a means for inflicting harm, of any computer virus are excluded.	<p>✓</p> <p>Exclusion only applies once claims which would otherwise be excluded by the exclusion exceed US\$ 50m across HWR's membership in any one policy year</p> <p>Exclusion does not apply to losses otherwise covered, arising from the use of a computer/computer programme/electronic system in the launch/guidance/firing mechanism of any weapon or missile</p>	<p>✓</p> <p>Where CL380 (10/11/03) incorporated, as per HWR exclusion but the exclusion extends beyond "any computer virus" to any computer, computer system, software programme, malicious code, computer virus or process or other electronic system</p>
LOSS AND/OR DAMAGE TO HULL	✓	✓
Limits	Agreed value	Agreed value
Salvage	✓	✓

Risk	Hellenic War Risks	Institute War and Strikes Clauses (1/10/83)/ Institute P&I War Strikes Clauses (Hulls) (20/7/87)
General Average	✓	✓
Presumption of irrecoverable loss giving rise to CTL	12 months from date of detention	12 months from date of detention
Earliest date CTL can be presented	183 days from date of detention	-
Blocking and Trapping	✓ ⁵	✓ ⁶
DETENTION OR DIVERSION EXPENSES	✓	✗
Limits	Up to agreed value (less 7 day deductible and hire received)	✗
Detention less than 90 days - 10% of agreed value pro rata for the whole period plus additionally incurred port charges	✓	✗
Detention exceeding 90 days – additional 5% of agreed value pro rata for the whole period plus additionally incurred port charges	✓	✗
Diversion - 10% of agreed value pro rata for the time by which the diversion extends the length of time of the voyage plus additionally incurred port charges	✓	✗
Detention or diversion - net additional premium payable as a result of detention ⁷ or diversion	✓	✗

⁵ The Association has confirmed that it considers claims of this nature are covered under Rule 2A.2.2 (subject to Note 1 below)

⁶ As per Addendum LPO444 commonly agreed

⁷ From and including the 8th day of the period of detention

Risk	Hellenic War Risks	Institute War and Strikes Clauses (1/10/83)/ Institute P&I War Strikes Clauses (Hulls) (20/7/87)
P&I LIABILITIES	✓	✓
Limits	US\$400m each occurrence	Sum insured
Loss of life/personal injury/illness	✓	✓
Wreck removal	✓	✓
Liability to cargo	✓	✗
Damage to any property caused by oil pollution	✓	✗
DISCRETIONARY CLAIMS	✓	✗

Notes:

1. The above table is for comparative purposes only. Reference should be made to the Hellenic War Risks Rules and the Institute War and Strikes Clauses [1/10/83]/ Institute P&I War Strikes Clauses (Hulls) [20/7/87]/LPO 444 addendum, full details of the cover and the exclusions which apply in each case.
2. The above comparison has been prepared by Chris Zavos (Partner), Joanna Ward (Of Counsel) of Norton Rose Fulbright LLP (subject to note 3).
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