

**Marine Hull and Machinery Policy**

**SCHEME OF WAR RISKS INSURANCE OF MARINE HULLS (1976) (As amended upto 1993)**

This scheme provides for insurance of marine hulls against War Risks by the Indian Insurance companies on the understanding that such insurance as satisfy the following conditions may be wholly reinsured by the companies with the Central Government on payment to the central Government of the entire premium received by the companies, subject to such deductions for administrative expenses as may be mutually agreed to between the Central Government and the companies.

- (1) This scheme applies to all ships registered or deemed to have been registered under Part V of the Merchant Shipping Act, 1958. It shall also apply to ships otherwise qualifying for registration as above, which are under construction or are purchased from foreign owners, from the time of launching or from the time the ships are at risk of Indian owners as appropriate. It shall also apply to mechanized sailing vessels and vessels not falling within the scope of Emergency Risks (Undertakings Insurance Act, 1971).
- (2) It is a voluntary scheme so that it is left to each ship owner to decide whether he chooses to come into the scheme.
- (3) The cover will be granted by any of the Indian Insurers, viz. National Insurance Company Limited, The New India Assurance Company Limited, The Oriental Insurance Company Limited and United India Insurance Company Limited, against war and other allied risks mentioned herein and each risk will be fully reinsured with the Government at the original rate of premium. The reinsurance with the Central Government shall be automatic without the need to execute specific document.
- (4) The cover will be issued for one year period commencing from 1st July to 30th June. When a cover is to be issued as from a date other than 1st July, it will be issued so as to expire on the following 30th June.
- (5) (i) The annual rate of premium charged by the companies for the insurance under this scheme shall be such as is fixed by the Central Government from time to time. The premium shall be collected by the companies quarterly in advance on 1st July, 1st October, 1st January and 1st April. Any increase of premium within a quarter for which premium has already been collected shall be given effect to by invoking the provisions for cancellation contained in this scheme. Similarly, a reduction in the premium decided by the Government shall be given effect to by the companies by pro rata refund of the premium for the outstanding period of the quarter. Where the risk attaches on any date other than the dates specified above, premium for the part of the calendar quarter shall be calculated pro rata for each month

or part thereof. The same basis shall be adopted for alterations in sum insured. Government will, however, have the power:

- a) to direct cancellation of the policy by the insurer of any time on giving 14 days notice:
  - b) to revise the premium at any time even during the course of the year: and
  - c) to decide such higher rate of premium as may be considered appropriate, to be applied for insurance vessels which, although eligible for insurance under the scheme were not so insured but are proposed for insurance effective from a later date
- (ii) Notwithstanding the direction by the government referred to in sub-paragraph (i)
    - (a) above, the insurer may maintain the insurance in case the assured agrees prior to the expiry of the said period of 14 days, at the new rate of premium and/or condition and/or warranties.
- (6) The entered value of a ship for war risks Insurance under any policy of Insurance at all times shall be equivalent to the aggregate Hull and Machinery, Freight, Disbursements or increased Value Insurance for marine risks:
 

Provided that the Central Government reserve the right to revalue a ship and insurance and reinsurance will be acceptable only if the ship is so revalued to the satisfaction of the insurer and the Central Government.
  - (7) (i) All Sums received by the Central Government for purposes of reinsurance under this scheme shall be transferred and credited to a head of Account which may be called 'war Risks (Marine Hulls) Reinsurance Fund' hereafter referred to as 'The Fund'
    - (ii) All sums required for the discharge by the Central Government of its liabilities under this scheme, or for reimbursement of the expenses incurred by the companies, or for other expenses connected therewith, shall be paid out of the Fund.
    - (iii) If at any time the balances in the Fund are insufficient to meet the payments there from, the Central Government shall, after due appropriation made by parliament, make advances to the Fund from the Consolidated Fund of India.
    - (iv) If at any time the balances in the Fund exceed the sum which in the opinion of the Central Government is likely to be required for making payments there from, the excess shall be disposed of in such manner as the Central Government may think fit.
  - (8) The Central Government shall publish annual accounts of the Fund, but such publication may be postponed or waived, if in the interest of the defence of the country or

efficient prosecution of war or other hostilities in, which the Government of India is engaged, it is expedient that the copies of the account for any period should be published.

(9) This scheme shall come into force on 1st July, 1993.

(10) The cover granted under this scheme will be as under:-

#### **(A) HULL & MACHINERY**

Loss of damage to the insured ship caused by any of the following risks (which are usually excluded by the War Exclusion Clause or Strikes Clause of Institute Time Clauses (Hulls):-

- (i) War, civil war, revolution, rebellion, insurrection or civil strife arising there from, or any hostile act by or against a belligerent power;
- (ii) Capture, seizure, arrest, restraint or detention and the consequences thereof, or any attempt thereat;
- (iii) Mines, torpedoes, bombs or other weapons of war, including derelict mines, torpedoes, bomb or other derelict weapons of war;
- (iv) Strikers, locked out workmen or persons taking part in labour disturbances, riots or civil commotions;
- (v) Any terrorist or any person acting maliciously or from a political motive;
- (vi) Confiscation or expropriation otherwise than:
  - (a) by or under the order of the Government or any public or local authority of the country in which the vessel is owned or registered
  - (b) under quarantine regulations or by reason of infringement of any customs or trading regulations.

#### **(B) DETENTION & DIVERSION EXPENSES**

- I. The loss sustained/expenses incurred by the Assured in consequence of detention or diversion of the insured ship
  - (a) caused by war, civil war, warlike operation, revolution, rebellion, insurrection civil strife, any hostile act by or against a belligerent power or by conditions brought about as a result of any of the foregoing
  - (b) caused as a result of compliance with orders, prohibitions, directions or recommendations by the Government of India in order to avoid loss or damage to the ship by any of the risks referred to in (10) (A) above
  - (c) which is considered by the Government of India to have been caused, instigated, incited or encouraged by foreign government in furtherance of its political aims
  - (d) caused by terrorists
  - (e) In order to avoid loss of or damage to the ship by any of the risks referred to in (10)(A) above but only where and to the extent the Government determines that loss is recoverable under the scheme

#### **PROVIDED ALWAYS THAT NO SUM SHALL BE PAYABLE**

- (1) for a loss caused by strikers, locked out workmen or persons taking part in labour disturbances or in order to avoid loss of or damage to the ship by any of the said risks

(2) where the insured owner did already intend to detain or divert the entered ship before commencing of loading cargo or passenger for the voyage during which the detention or diversion shall have occurred.

(3) when the orders, prohibition, direction or recommendation were given after the commencement of the voyage

II. The sum recoverable under this clause shall be -

- (a) In the case of detention of the entered ship, the daily running expenses of the ship during the period of detention;
- (b) In the case of diversion of the entered ship, the net extra running expenses of the entered ship incurred by the Assured in consequence of the diversion over and above those which would have been incurred but for the same

#### **PROVIDE ALWAYS THAT**

- (1) no sum shall be recoverable under this clause in respect of loss of profit or in respect of amortization of the capital cost of the ship or in respect of depreciation thereof or in respect of any payment of principle or interest made under any mortgage or other financial arrangement concluded in connection with the entered ship
  - (2) from each claim a sum equivalent to seven days running expenses of the entered ship or in case of a claim for net extra expenses, a sum equivalent to seven days net extra expenses shall be deducted
  - (3) no expenses shall be recoverable under this clause to the extent that they have either been paid or are recoverable in law from the assured or the ship
- III. In the event of the detention of the entered ship by any of the causes referred to at (a), (c), (d) of paragraph (10) (B) (i) above and lasting for a continuous period exceeding 90 days, the assured shall be entitled to recover in respect of such detention (in addition to the sum recoverable under paragraph (10) (B) (ii) above) a sum calculated at the rate of 10% of the insured value of the entered ship per annum and applied pro-rata to the whole of the detention.

#### **PROVIDED ALWAYS THAT**

- (1) assured shall give credit against the said amount for any claim paid or payable by the Company for damage received by the entered ship during such period
  - (2) the assured shall give credit for any sum recoverable under this clause for detention)
  - (3) In the event of the entered ship becoming a total loss, either actual or constructive by any of the risks insured a sum equivalent to one-half of the compensation so paid shall be deducted from the sum payable in respect of such total loss, either under this insurance or any previous insurance.
- IV. The sums recoverable by the assured under para (10) (B) (ii) & (iii) above shall be limited as follows:

- (a) no sum shall be payable in respect of detention of the ship during the period of repairs as a result of damage caused to the ship by any of the risk insured
- (b) If the assured shall have received any hire or other reward payable on a time basis for the period in respect of which a claim is made hereunder, he shall give credit for such hire or reward in making his claim
- (c) unless the company otherwise agrees, no sum shall be recoverable under this clause in respect of any period after the entered ship has become or has been accepted as an actual or constructive total loss.

**(C) PROTECTION & INDEMNITY RISK-LOSS OF LIFE AND PERSONAL INJURY**

Liabilities and expenses of the Assured in respect of the entered ship for:

- (i) Life salvage, loss of life, personal injury and illness and hospital, medical, funeral and other expenses resulting there from maintenance and repatriation, putting into part to land sick or injured persons, securing, engaging, sending abroad, repatriating and deporting substitutes, wages during unemployment consequent on shipwreck loss of crews effects when the liability or expenses arise from capture, seizure arrest restraint or detention or any attempt thereof, hostilities or warlike operations whether there be a declaration of war or not, civil war revolution, rebellion insurrection or civil strife arising therefrom, strikes, lock-outs and labour disturbances, riots, civil commotions military or usurped power or malicious act but excepting strikes, lock-outs and labour disturbances which result from the assured's breach of a statutory or contractual obligation or of the terms and condition of a collective agreement. Wages shall only be recoverable as expressly mentioned above or when incurred in connection with the repatriation of substitute engaged abroad.
- (ii) Payment under National Maritime Board and Maritime Union of India agreements in respect of members of the crew who are captured or or detained
- (iii) Payments to dependents of the members of the crew detained in circumstances which the Company in its absolute discretion considers would have been caused instigated incited or encouraged by foreign government in furtherance of its political aims
- (iv) Breach of outstanding contracts of carriage resulting from compliance with orders direction or recommendations of the Government of India

**(D) PROTECTION & INDEMNITY RISK- WRECK REMOVAL**

Costs and expenses of or incidental to the raising, removal destruction lighting or marking of the wreck of an entered ship or cargo carried thereon, when such raising, removal, destruction lighting or marking is compulsory by law, or the costs thereof are legally recoverable from the Assured arising out of perils insured against provided always that

- (i) the value of all stores and materials saved as well as of the wreck itself shall first be deducted from such costs charges and expenses and only the balances thereof if any shall be recoverable
- (ii) nothing shall be recoverable under this clause if the assured shall without the consent of the authority, have transferred his interest in the wreck, otherwise than by abandonment prior to the raising, removal, destruction, lighting or marking of the wreck.

**(E) SUE & LABOUR**

Costs and expenses incurred by the assured, his servants or agents to sue labour and travel for in and about the Defence, safeguard and recovery of the entered ship or any part thereof without prejudice to this insurance as also the expenses incurred by the assured with the approval of the company for purpose of averting or diminishing a loss which is insured. No acts of the company or the assured in recovering saving or preserving the properly insured shall be considered as a waiver or acceptance of abandonment

**PROVIDED ALWAYS THAT**

the sum recoverable under this clause shall not include

- (1) any fines, penalties or other impositions
- (2) any other sum of money paid in consideration of the release of an entered ship from any capture, seizure, arrest, detention, confiscation or expropriation

Note: The Indemnity provided by clause (10) (C), (D) and (E) shall be in addition to the Indemnity provided under (10) (A) and (B) above and in no case shall the Company's total liability under clause (10) (C), (D) and (E) exceed Rs.10 crores or the sum insured under this scheme whichever is less, in respect of any one event.

**(F) PROTECTION & INDEMNITY RISK-COLLISION**

- (1) Liability arising out of collision of the entered ship with any other ship in respect of the following
  - a) loss of or damage to such other ship or property on any other ship
  - b) delay to or loss of use of such other ship or property thereon or
  - c) general average, or salvage of or salvage under contract of such other ship or property thereon
  - d) removal or disposal or obstructions, wreck, cargoes, or any other thing whatsoever
  - e) any real or personal property or anything whatsoever (except other ships or property on other ships)
  - f) the cargo or other property on the entered ship, or general average contributions, special charges or salvage paid by the owners of that cargo or property
  - g) loss of life, personal injury or illness
  - h) pollution or contamination of any real or personal property or thing whatsoever (except other ships with which the entered ships is in collision or property on such other ship)

## PROVIDED ALWAYS THAT

liability under this clause shall be only for such collision liability which falls under one or more of the following heads namely

1. It would have been recoverable under clause 8 of institute Time Clause (Hulls) 1.10.83 had the entered ship been insured on such terms, but for the provisions of clause 23, 24 and 25 inserted therein or
  2. It would have been recoverable under the rules of the P & I class of the Association had the entered ship been entered therein but for the rule relating to Collision liability of the Rules of such Association Claims under this clause shall be settled on the principle of cross liabilities as if the owners of each ship had been compelled to pay to the owners of the other or such ships such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision. Should the ship hereby insured come to collision with or receive salvage services from another ship belonging wholly or in part to the same owners or under the same management, the assured shall be in the same position under this scheme as if the other ship were entirely the property of owners not interested in the ship hereby insured and in such cases, the liability for the collision or amount payable for the services rendered as the case may be, shall be referred to sole arbitrator to be agreed upon between the company and the assured
- (2) Liability of the assured for loss of or damage to any harbour, dock, pier, jetty, land, water or any fixed or movable thing whatsoever (not being another ship or any property therein) and including liability for oil or other pollution caused by oil or other matter escaping from an entered ship, provided always that in the event that the liability arises under an indemnity or contract, the terms of such an indemnity or contract shall previously have been approved by the Company in writing. In giving such approval, the Company may impose any terms or conditions as they may think fit including the imposition of an additional premium.

Note: The indemnity provided clause (10) (F) shall be in addition to the indemnity provided under (10)(A) and (B) and (10) (C), (D) and (E) above and in no case shall the company's total liability under clause (10) (F) exceeds Rs.10 crores or the sum insured under this scheme, whichever is less, in respect of any one event.

## (11) WARRANTIES, CONDITIONS AND EXCEPTIONS

The cover under this scheme shall be subject to the following warranties, conditions, exceptions and limitations:-

- (a) The Assured warrant that the ship shall be continuously registered in India
- (b) The Assured further warrant
  - (i) that the ship shall not engage in any trade/voyage prohibited by the Government of India and shall

so far as possible, obey all orders, directions and recommendations given by or on behalf of the Government of India, as to ports or places of loading call or destination, as to loading, departure, routes, zones, waters, convoy, manning, equipment, stoppages, delays, arrival, discharge, delivery (including orders, directions and recommendations not to go to remain at leave, load or discharge at any particular port or ports, place or places, or to proceed to some other port or ports, place or places) or otherwise howsoever and that the Assured will take all possible steps to see that such orders, direction and recommendations are communicated to and acted upon by their Masters.

- (ii) that if the ship is allowed days of grace to leave a hostile port she shall leave that port within the days allowed and shall comply with the terms under which she is allowed to leave that port.
- (iii) that this insurance is free from any claims arising from shipping or carrying contraband privateering, blockade running, smuggling or any act or omission known to be contrary to the law of any established authority of any country, or from passing through waters known to be mined without an authorised pilot or convoy unless an official notification of the removal of the mines has been given, and from any claims arising from carrying cargo or naval or military persons or dispatches or agents for a belligerent or from following the fleet of a belligerent and from any claims from breach of customs or immigration regulations.
- (iv) that the ship shall not carry false papers or conceal papers or be engaged in any trade closed to Indian ship or resist the right of search.
- (v) that the ship shall not enter or leave or attempt to enter or leave any port which is known to be blockaded or of which a declaration of blockaded has been notified or any port of from which entrance or departure is prohibited by the order of any government or governmental authority. That company may at any time declare that the carriage of certain goods on certain voyages or doing of certain other acts shall not be considered as infringing the warranties contained in this clause and it may permit such carriage or acts on such terms as to additional premium or otherwise as it may think fit. Provided always that no breach of any warranty contained in this clause shall operate to invalidate this insurance in respect of any cover provided by this scheme if the Assured can prove to the satisfaction of the Company (of which the Company shall be the sole judge) that such breach reached without the fault or privity of the Assured and without the fault or privity of either owners or managers of the ship or was committed in order to prevent a loss being suffered or a liability incurred which would give rise to a claim under this scheme. For the purposes of this clause, the expression "hostile port" means a port controlled for the time being by a state with which India is at war or by any persons with whom the armed forces of India are otherwise engaged in hostilities.

- (vi) that the assured shall, upon demand give to the insurer the fullest possible information as to the employment and position of the ship entered and any other information required by the Company.

**(C) ACTUAL & CONSTRUCTIVE TOTAL LOSS AND UNREPAIRED DAMAGE DEPRECIATION**

Without prejudice to any other provision of this insurance in the event that the insured ship is or may be an actual or constructive total loss as the result of a risk insured hereunder, or in the event of the Assured electing not to repair but to claim depreciation by reason of unrepaired damage the following provision shall apply:

- (1) (a) in the event of an actual or constructive total loss by any of the risk covered by this insurance, the company may at its discretion withhold 20% of the amount payable under this scheme until the Government of India is satisfied in their absolute discretion that the arrangements made for the replacement of the lost tonnage in regard to such matters as the shipyards to be utilised for the purpose and period within which the replacement will be made are satisfactory. Provided that in the event of loss by capture, seizure, arrest, restraint or detainment no payment shall be considered under this scheme until the expiry of 183 days from the date of the loss and if, pending expiry of that period, the ship be recaptured or released and restored to the Assured there shall be no claim upon the company or any loss in respect of or arising out of such capture, seizure, arrest, restraint or detainment other than the following, namely -
  - (i) the cost of repair of damage received by the ship by reason of the capture, seizure, arrest restraint or detainment;
  - (ii) the expenses incurred in respect of the ship by reason of the capture, seizure arrest, restraint and detainment and the recapture, release and restoration of the ship, including claim for damage to property arising in respect of the ship during the period of capture, seizure, arrest, restraint or detainment which are recoverable in law from the Assured or the ship;
  - (iii) a sum by way of compensation at the rate of ten percent per annum or such other rate as may be decided by the Company in consultation with the Government of India on the insured value of the entered ship from the date of capture, seizure, arrest, restraint or detainment until the date of recapture, release and restoration,
- (b) Nothing in this clause shall be taken to be a waiver of notice of abandonment in the event of constructive total loss
- (ii) In ascertaining whether a ship is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or breaking up value of the ship shall be taken into account.
- (iii) In the event of actual or constructive total loss, no claim shall be made by the Company for freight or passage moneys, whether or not notice of abandonment has been given.

- (IV) (a) In the event of actual or constructive total loss, the amount payable hereunder shall (except to the extent that account has, in fixing the insured value hereunder, been taken of the existing unrepaired damage) be reduced by:

- 1) the amount of any depreciation arising from unrepaired damage sustained by war risks under any previous insurance covering these risks or arising from unrepaired damage sustained when the risks of such damage was for account of the Government of India; and

- 2) any sum in respect of depreciation arising from unrepaired damage sustained by marine risks, whether sustained before or after attachment of this insurance which –

- (i) in the case of a ship which at the time of occurrence of the damage was insured by a policy covering her for marine risks, the owner would have been entitled to recover under such policy if the policy had been on the terms of the Institute Time Clauses (Hulls) or such other more comprehensive form of cover customarily applicable to the particular type of ship and had been subscribed for her full insured value under such policy.

(B) OR

- (1) (a) In the case of a ship which at the time of occurrence of the damage was not insured for marine risks, the owner would have been entitled to recover under a policy subscribed for the full insured value under this scheme, but on the terms of the Institute Time Clauses (Hulls) or such other more comprehensive form of cover customarily applicable to the particular type of ship, it being assumed that the ship was continuously insured on the above mentioned terms under annual policy expiring on 30th June in each year.

- (b) Where in fixing the insured value hereunder, account has been taken of existing unrepaired damage, such insured value may, as and when the owner becomes liable to pay the cost of repairing such damage, be readjusted on the application of the owner to take account of any resulting increase in the value of the ship.

- (c) Any application for readjustment of the insured value under this clause must (unless otherwise agreed) be made during the currency of the policy and may be made notwithstanding that the ship has, before the date of the application, become a total loss.

- (V) (a) Unless otherwise agreed, if the assured elects not to repair, but to claim depreciation by reason of unrepaired damage, and if the amount so claimed and payable amounts to more than 80% of the sum hereby insured, the Company may, at its discretion, withhold the amount of such claim in excess of 80% of the sum hereby insured in the same manner and subject to the same conditions as those which apply to the withholding of 20% of the claim payable under Clause C(i) above.

- (b) Where, by reason of any uncertainty as to the cause of any total loss, it is agreed or determined that claims

- hereunder shall be settled on a percentage basis, the Company may, at its discretion, withhold that part of the claim arrived at by applying the percentage so agreed or determined to 20% of the sum hereby insured in the same manner and subject to the same conditions as those which apply to the withholding of 20% to the claim payable under Clause (i) above.
- (12) If the ship is requisitioned by or on behalf of the Government of India (Unless she is running whilst on requisition on terms under which all risk of loss is borne by that Government) this policy shall, so long as the requisition remains effective, extended to cover the liability of the Assured to pay contribution in general average or salvage arising out of any of the risks covered by this scheme on the net hire at risk (not exceeding net hire for the period of the voyage in progress at the time of the casualty giving rise to liability to contribute) receivable by them under any charter party under which the ship is running whilst on requisition.
- (13) The insured ship shall be deemed to be at all times fully insured against all perils covered by the standard form of marine policy with the Institute Time Clauses (Hulls) attached in the event of a loss by any of the risks covered by this policy, the Assured shall give credit as against any sum recoverable under this scheme for any sums which they are deemed as aforesaid, or are, or but for the existence of this scheme would be entitled to recover under any other policy on any interest however described, save and except sums recoverable in respect of interests other than those covered by this scheme to the extent to which the Assured have an insurable interest therein.
- (14) Prompt notice of any loss, or of the happening of any event which is likely to give rise to a claim shall be given in writing to the insurer failing which the Insurer may, in its absolute discretion, refuse to admit the claim or make such deduction therefrom as it may think fit.
- (15) In the event of accident occurring abroad whereby loss or damage may result in a claim under this scheme, notice shall also be given in writing to the nearest surveyor accredited to the Company and whenever the extent of the damage is ascertainable, the Company may take or may require the Assured to take tenders for the repair of such damage. In cases where a tender is accepted by or with the approval of the Company, the Company will make on allowance at the rate of 30% per annum of the Insured value for the time actually lost in waiting for tenders. In the event of the Assured failing to comply with the conditions of this clause, 15% shall be deducted from the amount of the ascertained claim.
- (16) The Assured shall, at the discretion of the Insurer, be liable to a deduction not exceeding 25% from any claim where the Insurer shall be of opinion that the Assured has not taken such steps to protect his interest, as he would have done if the ship had not been insured under this scheme.
- (17) The Assured shall disclose to the Insurer from time to time any additional insurance effected or proposed to be effected by him with insurers other than the Insurer in respect of any interest however described which would become payable in the event of the loss of the insured vessel by risks covered by this scheme.
- (18) For all purposes of the scheme, the Government of India shall have the sole right of determining what is and what is not a safe port/place or place of safety and the date which is to be deemed that of declaration of war or outbreak of hostilities.
- (19) The Assured shall cease to be insured from the date of any transfer of the ship otherwise than by way of mortgage or a transfer of the management of the ship by the Assured or his firm unless with the written consent of the Insurer.
- (20) No assignment under this scheme so as to pass beneficial interest therein shall have any effect in transferring or assigning such interest unless the same shall have been endorsed on the policy by the Assured and approved and registered by the Company.
- (21) (A) This insurance may be cancelled by either the Company or the Assured giving 14 days notice (such cancellation becoming effective on the expiry of 14 days from midnight of the day on which notice of cancellation is issued by or to the Company). The Company agrees however to reinstate this insurance subject to agreement between the Company and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or condition and/or warranties.
- (B) In the event of cancellation by notice of this insurance either by reason of the operation of paragraph (A) above, or of the sale of the ship hereby insured, pro-rata return of premium shall be payable to the Assured.
- (22) In the event of any loss being settled or paid by the Company under this scheme, the Company shall be subrogated to all the rights of the Assured in Relation to the subject matter insured and the Assured shall afford to the Company all possible assistance in making good a claim as against third parties or effecting a recovery of the subject matter of the insurance.
- (23) This insurance shall not be subject to a franchise.
- (24) Average shall be payable without deduction of thirds new for old, whether the average be particular or general.
- (25) General Average and salvage to be adjusted according to the law and practice obtaining at the place where the adventure ends as if the contract of affreightment contained no special terms upon the subject or, if the contract of affreightment so provides, according to York-Antwerp Rules 1974, or as may be revised from time to time. Claims for the ship's proportion of General Average and Salvage charges when recoverable hereunder are payable in full although adjusted on a value in excess of the Insured Value, notwithstanding that the aggregate of any or all of such claims and claims for particular average (if any) exceed the amount insured by this scheme.
- (26) Notwithstanding any other provision of this scheme, this scheme shall not cover:
- (A) the risks of capture, seizure, arrest, restraint or detainment or the consequence thereof, where such capture, seizure, arrest or detainment is not the consequence of hostilities or warlike operations and has been made by or on behalf of any state or public authority on the ground of any alleged contravention

of the laws of any state or in order to enforce or secure payment of a fine, penalty or other imposition in respect of such contravention; provided always that the foregoing provisions of this sub-clause shall not apply in any case where the Assured shall prove to the reasonable satisfaction of the Company that the release of the vessel from such capture, seizure, arrest, restraint or detention is not and was not at any time and will not at any time be obtainable upon payment of a fine, penalty or other imposition in respect of such contravention.

- (B) Loss, damage, liability or expense arising out of or in consequence of the toxic, explosive or other hazardous proportion of, or the emission of ionizing radiators from
- (i) any weapon of war employing atomic or nuclear or thermo-nuclear fission and/or fusion or other reaction or radioactive force or matter (whether such weapon be offensive or defensive and whether or not it is being utilized in the course of hostilities or warlike operation), or
- (ii) nuclear fuels or radioactive products or waste carried as cargo in an entered ship with the exception of radio isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose and such further exceptions as the Company may approve, or
- (iii) nuclear fuels or radioactive matter used or intended to be used in the propulsion of an entered ship or produced as waste or as a by-product by the propulsion unit or an entered ship.
- (27) The Assured shall pay to the Company the within mentioned premium and so long as the Assured perform and observe all their obligations hereunder other than in regard to the payment of premium as stipulated in the within mentioned policy, the Company as a matter of facility to the Assured, agree to accept payment of premium by installments as shown in the policy.

Notwithstanding the provisions of the preceding clause, upon nonpayment of any installment on its due date, this scheme shall cease to operate from the time and date of the default in payment of the installment and no liability shall attach under this scheme for any loss or damage occurring thereafter, not shall any refund of premium become due under the scheme.

Additionally, in the event of total loss or constructive total loss or arranged total loss or compromised total loss of the vessel during the currency of the policy from any cause whatsoever, all the subsequent installments shall immediately become due and payable notwithstanding anything to the contrary hereinabove contained.

- (28) All notice of any kind necessary under this scheme are to be addressed to the Company at the given address.

## **INSTITUTE FISHING VESSEL CLAUSES**

**This insurance is subject to English law and practice**

### **1. NAVIGATION AND REMOVALS ASHORE**

- 1.1 The vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate

with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that with the exception of catch the vessel shall not carry cargo or containers for the carriage of cargo and shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.

- 1.2 Any part or parts of the subject-matter insured are covered subject to the provisions of this insurance whilst ashore for the purpose of repair, overhaul or refitting, including transit from and to the vessel.
- 1.3 In the event of the vessel sailing with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the vessel occurring subsequent to such sailing shall be limited to the market value of the vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clauses 8, 18 or 20.

### **2. CONTINUATION**

Should the vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

### **3. BREACH OF WARRANTY**

Held covered in case of any breach of warranty as to locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

### **4. TERMINATION**

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 4.1 change of the Classification Society of the vessel, or change, suspension, discontinuance withdrawal or expiry of her Class therein provided that if the vessel is at sea such automatic termination shall be deferred until arrival at her next port or until the expiry of fifteen days, whichever shall first occur. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the vessel subject to the current Institute War and Strikes Clauses Hulls - Time such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society.
- 4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat

basis, provided that if the vessel is at sea such automatic termination shall, if required, be deferred until arrival at her next port or until the expiry of fifteen days, whichever shall first occur.

- 4.3 requisition for title or use of the vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the vessel is at sea or in port.

## 5. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 6. PERILS

- 6.1 This insurance covers loss of or damage to the subject-matter insured caused by

- 6.1.1 perils of the seas rivers lakes or other navigable waters  
6.1.2 fire, explosion  
6.1.3 violent theft by persons from outside the vessel  
6.1.4 jettison  
6.1.5 piracy  
6.1.6 breakdown of or accident to nuclear installations or reactors  
6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation  
6.1.8 earthquake volcanic eruption or lightning.

- 6.2 This insurance covers loss of or damage to the subject-matter insured caused by

- 6.2.1 accidents in loading discharging or shifting catch fuel or stores  
6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull  
6.2.3 negligence of Master Officers Crew or Pilots  
6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder  
6.2.5 barratry of Master Officers or Crew, provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

- 6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the vessel.

## 7. POLLUTION HAZARD

This insurance covers loss of or damage to the vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by

the Assured, the Owners, or Managers of the vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the vessel.

## 8. GENERAL AVERAGE AND SALVAGE

- 8.1 Any claim for general average and salvage to be on the basis of an adjustment according to the York-Antwerp Rules 1974 if so required by the Underwriters but the insured value of Hull and Machinery to be taken as the contributory value without deduction.

- 8.2 No claim under this Clause 8 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 9. WAGES AND MAINTENANCE

The Underwriters to pay the cost of wages and maintenance of members of crew necessarily retained whilst the vessel is undergoing repairs for which the Underwriters are liable under this insurance.

## 10. DUTY OF ASSURED (SUE AND LABOUR)

- 10.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.

- 10.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 10.5) collision defence or attack costs and costs incurred by the Assured in avoiding minimizing or contesting liability covered by Clause 20 are not recoverable under this Clause 10.

- 10.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

- 10.4 When expenses are incurred pursuant to this Clause 10 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the vessel as stated herein.

- 10.5 Where a claim for Total Loss of the vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then the Underwriters shall pay the expenses, or the expenses in excess of the proceeds, as the case may be.

- 10.6 The sum recoverable under this Clause 10 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the vessel.

## 11. NEW FOR OLD

Claims payable without deduction new for old.



## 12. DEDUCTIBLE

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 8, 10, 18 and 20) exceeds as per policy in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim for Total or Constructive Total Loss of the vessel or, in the event of such a claim, to any associated claim under Clause 10 arising from the same accident or occurrence.

12.2 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

12.3 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 13. MACHINERY DAMAGE ADDITIONAL DEDUCTIBLE

Notwithstanding any provision to the contrary in this insurance a claim for loss of or damage to any machinery, shaft, electrical equipment or wiring, boiler condenser heating coil or associated pipework, arising from any of the perils enumerated in Clauses 6.2.2 to 6.2.5 inclusive above or from fire or explosion when either has originated in a machinery space, shall be subject to a deductible of as per policy. Any balance remaining, after application of this deductible, with any other claim arising from the same accident or occurrence, shall then be subject to the deductible in Clause 12.1. The provisions of Clauses 12.2 and 12.3 shall apply to recoveries and interest comprised in recoveries against any claim which is subject to this Clause. This Clause shall not apply to a Claim for Total or Constructive Total Loss of the vessel.

## 14. BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping grit blasting and/or other surface preparation or painting of the vessel's bottom except that

14.1 grit blasting and/or other surface preparation of new bottom plates ashore and supplying an applying any "shop" primer thereto,

14.2 grit blasting and/or other surface preparation of: the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding any/ or repairing areas of plating damaged during the course of fairing, either in place or ashore,

14.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 14.1 and 14.2 above shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

## 15. FISHING GEAR

No claim to attach hereto for loss of or damage to fishing gear unless

15.1 caused by fire lightning or violent theft by persons from outside the vessel

15.2 totally lost as a result of the Total Loss of the vessel by insured perils.

## 16. UNREPAIRED DAMAGE

16.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the vessel at the time this insurance terminates arising from such unrepaired damage but not exceeding the reasonable cost of repairs.

16.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent Total Loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

16.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## 17. CONSTRUCTIVE TOTAL LOSS

17.1 In ascertaining whether the vessel is a Constructive Total Loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

17.2 No claim for Constructive Total Loss based upon the cost of recovery and/or repair of the vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 18. COLLISION LIABILITY

18.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

18.1.1 loss of or damage to any other vessel or property on any other vessel

18.1.2 delay to or loss of use of any such other vessel or property thereon

18.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the vessel hereby insured coming into collision with any other vessel.

18.2 The indemnity provided by this Clause 18 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

18.2.1 Where the insured vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 18 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed

in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

18.2.2 In no case shall the Underwriters' total liability under Clauses 18:1 and

18.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.

18.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

#### **EXCLUSIONS**

18.4 Provided always that this Clause 18 shall in no case extend to any sum which the Assured shall pay for or in respect of

18.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

18.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

18.4.3 the cargo or other property on, or the engagements of, the insured vessel

18.4.4 loss of life, personal injury or illness

18.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels).

#### **19. SISTERSHIP**

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

#### **20. PROTECTION AND INDEMNITY**

20.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

20.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 18

20.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove or destroy the same

20.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading

20.1.4 loss of life, personal injury, illness or payments made for life salvage

20.1.5 (a) hospital medical and burial expenses of Master Officers or Crew

(b) repatriation expenses of Master Officers or Crew (other than wages, remuneration in the nature of wages, or any expenses which ensue from the termination of an agreement, sale of the vessel or any other act of the Assured).

20.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

20.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the vessel sick or injured persons or stowaways, refugees, or persons saved at sea

20.2.2 additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore

20.2.3 fines imposed on the vessel, on the Assured, or on any Master Officer crew member or agent of the vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

20.2.4 the expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured

20.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimizing or contesting liability with the prior written consent of the Underwriters.

#### **EXCLUSIONS**

20.3 Notwithstanding the provisions of Clauses 20.1 and 20.2 this Clause 20 does not cover any liability cost or expense arising in respect of:

20.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the vessel or her catch, materials or repairs

20.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any persons employed under a contract of service or apprenticeship by the other party to such agreement

20.3.3 punitive or exemplary damages, however described

20.3.4 passengers

20.3.5 catch, fishing gear or other things or interests whatsoever on board the insured vessel or the engagements of the insured vessel but this Clause 20.3.5 shall not exclude any claim in respect of the extra cost of removing catch or property from the wreck of the vessel

- 20.3.6 property, owned by builders or repairers or for which they are responsible, which is on board the vessel
- 20.3.7 liability arising under a contract or indemnity in respect of containers, equipment fuel or other property on board the vessel and which is owned or leased by the Assured
- 20.3.8 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the vessel, or non-essential personal effects of any Master Officer or crew member
- 20.3.9 fuel, insurance, wages, stores, provisions and port charges arising from delay to the vessel while awaiting a substitute for any Master Officer or crew member
- 20.3.10 fines or penalties arising from overloading or illegal fishing
- 20.3.11 pollution or contamination of any real or personal property or thing whatsoever
- 20.3.12 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 8, 10 and 18 by reason of the agreed value and/or the amount insured in respect of the vessel being inadequate.
- 20.4 The indemnity provided by this Clause 20 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 20.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 20 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 20.6 In no case shall the Underwriters' liability under this Clause 20 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the vessel.

## 20.7 PROVIDED ALWAYS THAT

- 20.7.1 prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 20 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 20
- 20.7.2 The Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 20 without the prior written consent of the Underwriters.

## 21. NOTICE OF CLAIM AND TENDERS

- 21.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 21.2 The Underwriters shall be entitled to decide the port to which the vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.
- 21.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the vessel.

Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the dispatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not coverable from the Underwriters the allowance shall be reduced by a similar proportion. 21.4 in the event of failure to comply with the conditions of this Clause 21 a deduction of 15% shall be made from the amount of the ascertained claim.

## 22. DISBURSEMENTS WARRANTY

Warranted that no insurance is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees on:

- 22.1 disbursements, commissions or similar interests, P.P1., F.I.A. or subject to any other like term,
- 22.2 excess or increased value of hull and machinery however described.

Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 23. RETURNS FOR LAY-UP AND CANCELLATION

23.1 To return as follows

- 23.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement or by the operation of Clause 4.
- 23.1.2 For each period of 30 consecutive days the vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)

- (1) To be agreed by the Joint Hulls Returns Bureau per cent net not under repair
- (2) To be agreed by the Joint Hulls Returns Bureau per cent net under repair.

If the vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (1) and (2) respectively.

## 23.2 PROVIDED ALWAYS THAT

- 23.2.1 A Total Loss of the vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof

23.2.2 in no case shall a return be allowed when the vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the vessel is actually laid up in the approved port or lay-up area

23.2.3 loading or discharging operations or the presence of catch on board shall not debar returns but no return shall be allowed for any period during which the vessel is being used for the storage of catch or for lightering purposes

23.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly

23.2.5 in the event of any return recoverable under this Clause 23 being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 23.1.2 (1) and/or (2) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the vessel is laid up or the first day of a period of 30 consecutive days as provided under 23.1.2 (1), (2) or 23.2.2 above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

**24. WAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

24.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

24.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat

24.3 derelict mines torpedoes bombs or other derelict weapons of war.

**25. STRIKES EXCLUSION**

In no case shall this insurance cover loss damage liability or expense

25.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

25.2 caused by any terrorist or any person acting from a political motive.

**26. MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

26.1 the detonation of an explosive

26.2 any weapon of war and caused by any person acting maliciously or from a political motive.

**27. NUCLEAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained 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 any chemical, biological, bio-chemical or electromagnetic weapon

1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

CL.365

**INSTITUTE CLAUSES FOR BUILDERS' RISKS (This insurance is subject to English Law and Practice)**

VESSEL .....  
 Contract or Yard No .....  
 BUILDERS.....  
 ..... BUILDERS'  
 YARDS.....  
 .....

**SUBJECT OF INSURANCE**

(Where more than one part of the subject-matter insured is described in Section I (A), Section – I (B) or Section II below, then the respective wording of Section I (A), Section I (B) or Section II shall be applied to each part separately.)

**SECTION I**

Provisional Period ..... From ..... but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

**(A) HULLS and MACHINERY** etc. under construction at the yard or other premises of the Builders.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The underwriters' liability in respect of each item of this sub-section (A) which is at such locations shall attach from the time:-

- (i) of inception of this Section I if such item has already allocated to the Vessel;
  - (ii) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;
  - (iii) of allocation by builders if allocated after inception of this Section I.
- (B) MACHINERY** etc. insured hereon whilst under construction by Sub-Contractors.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:

- (i) of inception of this Section I if such item has already been allocated to the Vessel;
- (ii) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;
- (iii) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this subsection (B) is also covered whilst:

- (a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;
- (b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

**SECTION II**

Provisional Period ..... From ..... but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

Description	Contract or Yard No.	Provisionally valued at	To be built at/by

**MACHINERY** etc. insured hereon from delivery to Builders.

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

**1 INSURED VALUE**

- 1.1 Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus % whichever is the greater, of the subject-matter of this insurance shall be the insured value.
- 1.2 Should the insured value determined as above.
- 1.2.1 exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase, or
- 1.2.2 be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.
- 1.3 Nevertheless, should the insured value exceed 125% of the provisional value, then the limits of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.
- 1.4 Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the Vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

**2. TRANSIT**

Held covered at a premium to be arranged for transit not provided for in Section I or It above

**3. DELAYED DELIVERY**

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional! period of cover extend beyond 30 days from completion of Builders' Trials.

**4. DEVIATION OR CHANGE OF VOYAGE**

Held covered in case of deviation or change of voyage, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

**5. PERILS**

**5.1 SUBJECT ALWAYS TO ITS TERMS, CONDITIONS AND EXCLUSIONS**

this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

- 5.2 In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

**6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption.

This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

## **7. POLLUTION HAZARD**

This insurance covers loss of or damage to the vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

## **8. FAULTY DESIGN**

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment or alteration in design.

## **9. NAVIGATION**

9.1 With leave to proceed to and from any wet or dry docks, harbours, ways cradles and pontoons within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking trials or delivery, within a distance by water 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

9.2 Any movement of the Vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

## **10. DEDUCTIBLE**

10.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 17, 19, and 20) exceeds in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 10.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 20 arising from the same accident or occurrence.

10.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion

of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage. The expression "heavy weather" in this Clause 10.2 shall be deemed to include contact with floating ice.

10.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

10.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## **11. UNREPAIRED DAMAGE**

11.1 The measures of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

11.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

11.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

## **12. CONSTRUCTIVE TOTAL LOSS**

12.1 In ascertaining whether the subject-matter insured is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damage or break-up value shall be taken into account.

12.2 No claim for constructive total loss based upon the cost of recovery and/or repair shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## **13. GENERAL AVERAGE AND SALVAGE**

13.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

13.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

13.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for

this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

13.4 No claim under this Clause 13 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

#### **14 NOTICE OF CLAIM**

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

#### **15 CHANGE OF INTEREST**

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

#### **16 ASSIGNMENT**

No assignment of or interest in this insurance or in any moneys which may be or become payable there under is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium there under.

#### **17 COLLISION LIABILITY**

17.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

17.1.1 loss of or damage to any other vessel or property on any other vessel

17.1.2 delay to or loss of use of any such other vessel or property thereon

17.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

17.2 The indemnity provided by this Clause 17 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:

17.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 17 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

17.2.2 In no case shall the Underwriters' total liability under

Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.

17.3. The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

#### **EXCLUSIONS**

17.4 Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for in respect of

17.4.1 removal or disposal of obstructions, wrecks, cargos or any other thing whatsoever

17.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

17.4.3 the cargo or other property on, or the engagements of, the insured Vessel

17.4.4 loss of life, personal injury or illness

17.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessels is in collision or property on such other Vessels).

#### **18 SISTERSHIP**

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

#### **19 PROTECTION AND INDEMNITY**

19.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other persons by reason of the Assured becoming legally liable, as Owner of the Vessel, for any claim demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

19.1.1 loss of or damage to any fixed or movable object or property or thing or whatsoever in so far as such loss or damage is not covered by Clause 17

19.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same

19.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or maneuvering within the port

19.1.4. loss of life, personal injury, illness or payments made for life salvage.

19.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

- 19.2.1. the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea
- 19.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore
- 19.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member.
- 19.2.4. the express of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured
- 19.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimizing or contesting liability with the prior written consent of the Underwriters.

## EXCLUSIONS

- 19.3 Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:
- 19.3.1 any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or in connection with the Vessel or her cargo materials or repairs
- 19.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service apprenticeship by the other party to such agreement
- 19.3.3 punitive or exemplary damages, however described
- 19.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel
- 19.3.5 loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the Vessel.
- 19.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured
- 19.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member
- 19.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member
- 19.3.9 fines or penalties arising from overloading or illegal fishing

- 19.3.10 pollution or contamination of any real or personal property or thing whatsoever
- 19.4 The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.
- 19.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.
- 19.6 In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence or series of accidents arising out of the same event, exceed their proportionate part of the insured value of the Vessel.

## 19.7 PROVIDED ALWAYS THAT

- 19.7.1 prompt notice must be given to the Underwriters of every casualty even or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19
- 19.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

## 20 DUTY OF ASSURED (SUE AND LABOUR)

- 20.1 In case of any loss or misfortune, it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.
- 20.2 Subject to the provisions below and to Clause 10 the Underwriters will contribute to charges properly and reasonable incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 20.4) collision defence or attack costs and costs incurred by the Assured in avoiding, minimizing or contesting liability covered by Clause 19 are not recoverable under this Clause 20.
- 20.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 20.4 When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be as may reasonably be regarded as having been incurred in respect of the subject-matter insured.
- 20.5 The sum recoverable under this Clause 20 shall be in addition to the Joss otherwise recoverable under this insurance but shall in no circumstance exceed the amount insured under this insurance in respect of the Vessel.



The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## **21 WAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

- 21.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 21.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 21.3 derelict mines torpedoes bombs or other derelict weapons of war.

## **22 STRIKES EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

- 22.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 22.2 any terrorists or any person acting from a political motive.

## **23 MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

- 23.1.1 the detonation of an explosive
- 23.1.2 any weapon of war and caused by any person acting maliciously or from a political motive.

## **24 NUCLEAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 24.1 ionising radiations from or contamination by radioactive from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 24.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 24.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## **INSTITUTE EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained 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 ionising radiations from or contamination by radioactive 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.

## **LOSS OF CHARTER HIRE INSURANCE**

### **Including War**

### **(ABS 1/10/83 Wording)**

**This insurance is subject to English law and practice**

1. If in consequence of any of the following events:
  - (a) loss, damage or occurrence covered by Institute Time Clauses-Hulls (1/10/83) or Norwegian Hull Form or American Institute Hull Clauses (2nd June 1977) and also loss damage or occurrence covered by Institute War and Strikes Clauses-Hulls (1/10/83) or American Institute Hull War and Strikes Clauses (1/12/77) plus Addenda 1 and 2, (Option of clause to be exercised at inception)
  - (b) breakdown of machinery, including electrical machinery or boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured, occurring during the period of this insurance the Vessel is prevented from earning hire for a period in excess of ..... days in respect of any accident, then this insurance shall pay ..... of the sum hereby insured for each 24 hours after the expiration of the said days during which the Vessel is so prevented from earning hire for not exceeding a further ..... days in respect of any one accident or occurrence (and not exceeding ..... days in all during the currency of this Insurance (irrespective of the expiry date of this insurance)) provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this policy.
2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the vessel becoming a Total Loss (Actual or Constructive).
3. In all cases where a recovery is obtained from third parties in respect of loss of earnings or demurrage such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.
4. Subject to current Institute Trading Warranties and, in respect of War risks, subject to current London Market War Risk Trading Warranties.
5. Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.
6. The expression 'one accident' shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses-Hulls (1/10/83).

7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.
8. It is understood and agreed that if the Vessel is prevented from earning hire on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total time that the Vessel is off hire shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.
9. Should the Vessel at the expiration of this insurance be at sea or in distress, or at port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro-rata daily premium to her port of destination, but in no event shall such extension affect or postpone the operation of the Institute Notice of Cancellation and Automatic Termination of Cover Clause for War.
10. In the event of the Vessel named herein being sold or unchartered, other than by reason of Total or Constructive Total Loss of Vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata net monthly premium, provided there are no claims on the Vessel during the currency of the insurance prior to cancellation. In no other event shall there be any return of premium (except as provided under Clause 14.3 below).  
This clause shall prevail notwithstanding any provisions whether written, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.
11. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 1 of this insurance such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.
12. The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.
13. This insurance excludes:
  - 13.1 loss damage liability or expense arising from
    - 13.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
    - 13.1.2 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 Union of Soviet Socialist Republics, the People's Republic of China
    - 13.1.3 requisition or pre-emption
    - 13.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the Government or any public or local authority of the country in which the Vessel is owned or registered
    - 13.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
    - 13.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
  - 13.2 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance
  - 13.3 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English Law and practice under the York-Antwerp Rules 1974.
  14. 14.1 Cover hereunder in respect of the risks of war, etc., may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.
  - 14.2 Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of War, etc., shall **TERMINATE AUTOMATICALLY**
    - 14.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 13.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved
    - 14.2.2 upon 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 Union of Soviet Socialist Republics, the People's Republic of China
    - 14.2.3 in the event of the Vessel being requisitioned either for title or use.
  - 14.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 14, pro rata net return of premium shall be payable to the Assured.
  15. Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

## **INSTITUTE TIME CLAUSES (HULLS) 1.10.83**

This insurance is subject to English law and practice

### **1 NAVIGATION**

The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel Shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or Undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/ or Managers and / or Charterers.

This Clause

- 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbor or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.
- 1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause
- 1.3 shall affect claims under Clause 8 and / or 11.

### **2 CONTINUATION**

Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

### **3 BREACH OF WARRANTY**

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage, services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

### **4 TERMINATION**

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

- 6.2 This insurance covers loss of or damage to the subject-matter insured caused by

- 6.2.1 accidents in loading discharging or shifting cargo or fuel
- 6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull
- 6.2.3 negligence of Master Officers Crew or Pilots
- 6.2.4 negligence of repairers or charterers provided such repairers or charterers are not as Assured, hereunder
- 6.2.5 barratry of Master Officers of Crew, Provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
- 6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessels.

### **7 POLLUTION HAZARD**

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the owners, or Managers of Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

### **8 3/4THS COLLISION LIABILITY**

- 8.1 The underwriters agree to indemnify the Assured for three-fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for
  - 8.1.1 loss of or damage to any other vessel or property on any other vessel
  - 8.1.2 delay to or loss of use of any such other vessel or property thereon
  - 8.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon.Where such payment by the Assured is in consequence of the Vessel hereby Insured coming into collision with any other vessel.
- 8.2 The indemnity provided by this Clause 8 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
  - 8.2.1 Where the insured Vessel is in collision with another Vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
  - 8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision.

8.3 The Underwriters will also pay three-fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior writer consent of the Underwriters.

#### **EXCLUSIONS**

8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of

8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

8.4.2 any real or personal property or thing whatsoever except other vessel or property on other vessels

8.4.3 the cargo or other property on, or the engagements of, the insured Vessel

8.4.4 loss of life, personal injury or illness

8.4.5 pollution or contamination of any real or personal property or thing whatsoever (except other vessel with which the insured vessel is in collision or property on such other vessels).

#### **9 SISTERSHIP**

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

#### **10 NOTICE OF CLAIM AND TENDERS**

10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloy's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the dispatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipts of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores

and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the underwriters allowance shall be reduced by a similar proportion.

#### **11 GENERAL AVERAGE AND SALVAGE**

11.1 The insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

11.3 When the Vessel sails in ballast, not under charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Vessel at the first port or place thereafter other than an port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

11.4 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

#### **12 DEDUCTIBLE**

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 8, 11 and 13) exceeds ..... In which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonable incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.

12.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident. In the case of such heavy weathers extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage. The expression "heavy weather" in

this Clause 12.2 shall be deemed to include contact with floating ice.

12.3 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

12.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a large sum than they have paid.

### **13. DUTY OF ASSURED (SUE AND LABOUR)**

13.1 In case of nay loss of misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.

13.2 Subject to the provisions below and to Clause 12 line Underwriters will contribute to charges properly and reasonable incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) and collision defence or attack costs are not recoverable under this Clause 13.

13.3 Measures taken by the Assured or the Underwriters with the object of saving protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

13.4 when expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and laboring exceeds the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

13.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this

insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

### **14 NEW FOR OLD**

Claims payable without deduction new for old.

### **15 BOTTOM TREATMENT**

In no case shall a claim be allowed in respect of scraping grit blasting and/or other surface preparation or painting of the Vessel's bottom except that

15.1 grit blasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

15.2 grit blasting and/or other surface preparation of:

The butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs, Area of plating damaged during the course of fairing, either in place or ashore,

15.2 supplying and applying the first coat of primer / anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above, shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

### **16 WAGES AND MAINTAINANCE**

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the vessel is under way.

### **17 AGENCY COMMISSION**

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

### **18 UNREPAIRED DAMAGE**

18.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repair.

18.2 In no case shall the Underwriters be liable for unrepaired damage in event of the subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

### **19 CONSTRUCTIVE TOTAL LOSS**

19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value

and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

19.2 No claim for constructive total loss based upon the cost of recovery and/ or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account

## 20. FREGOJT WAOVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

## 21 DISBURSEMENTS WARRANTY

21.1 Additional insurance as follows are permitted.

21.1.1 Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

21.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A Sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 21.1.1.

21.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the changes of insurance. In the case of a voyage charter where payment is made on time basis the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any Sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advance or earned by the gross amount so advanced or earned.

21.1.4 Anticipated Freight if the Vessel sails in ballast and not under Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured.

21.1.5 Time Charter Hire or Charter Hire of Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 21.1.2 to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the sums insured under

21.1.2 and 21.1.5 does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.

21.1.6 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections

but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rate monthly.

21.1.7 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whet're by insured perils or otherwise.

21.1.8 Insurance irrespective of amount against:

Any risks excluded by Clauses 23, 24, 25 and 26 below.

21.2 Warranted that no insurance on any interests enumerated in the foregoing 21.1.1 to 21.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I, F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 22 RETURNS FOR LAY-UP AND CANCELLATION

22.1 To return as follows:

22.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement

22.1.2 For each period of 30 consecutive days the Vessel may be laid up in port or in a lay-up area provide such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)

(a) ..... Percent net not under repair.

(b) ..... percent net under repair.

If the Vessel is under repair during part only of a period for which return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.

### 22.2 PROVIDED ALWAYS THAT

22.2.1 a total loss of the Vessel whether by insured peril or otherwise, has not occurred during the period covered by this insurance or any extension thereof.

22.2.2 In no case shall a return be allowed when the Vessel is laying in exposed or unprotected waters, or in a port or lay-up area not approved by the underwriters but, provided the Underwriters agrees that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area.

22.2.3 Loading or discharging operations or the presence of cargo on board shall not debar returns but not return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes.

22.2.4 In the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly.

22.2.5 In the event of any return recoverable under this Clause 22 being bases on 30 consecutive days which fall on successive insurance effected for the same Assure, this

insurance shall only be liable for an amount calculated at pro rata of the period rate 22.1.2(a) and or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the, Vessel is laid up to the first day of a period of 30 consecutive days as provided under 22.1.2 (a) or (b), or 22.2.2 above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

### **23. WAR EXCLUSION**

In no case shall insurance cover loss damage liability or expenses caused by

- 23.1 war civil war revolution rebellion insurance, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 23.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 23.3 derelict mines torpedoes bombs or other derelict weapons of war.

### **24 STROLES EXCLUSION**

In no case shall this insurance cover loss damage liability or expense caused by

- 24.1 Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions.
- 24.2 Any terrorist or any person acting from a political motive.

### **25. MALICIOUS ACTS EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from

- 25.1 the detonation of an explosive
- 25.2 any weapon of war

And caused by any person acting maliciously or from a political motive.

### **26. NUCLEAR EXCLUSION**

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

HDFC ERGO HULL/2008

## **NORTHERNREEF YACHT CLAUSES**

**This Insurance is subject to English Law and Practice**

### **1) VESSEL**

Vessel means the hull; machinery, boat(s), integral fixed gear and equipment excluding outboard motors such as would normally be sold with her if she changed hands.

### **2) PERSONAL POSSESSIONS**

Any items not fixed that can be removed for the Vessel.

### **3) NAVIGATION EQUIPMENT**

Any item not fixed and that can be removed from the Vessel.

## **4) IN COMMISSION AND LAID UP**

- 4.1 The vessel is covered subject to the provision of this insurance and that it is maintained in a condition conducive to its use.
- 4.1.1 While in commission at sea or on inland waters or in port, docks, marinas, on ways, gridirons, pontoons, or on the hard or mud or at place of storage ashore, including lifting or hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and to tow vessels or craft in distress, or as is customary or when in need of assistance, or under towage or salvage services under a contract previously arranged by Owners, Masters, Managers or Charterers.
- 4.1.2 while laid up out of commission as provided for in Clause 6 below, including lifting or hauling out and launching, which being moved in shipyard or marina, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking) and undocking and periods laid up afloat incidental to laying up or fitting out and with leave to shift in tow or otherwise to or from her lay-up berth but not outside the limits of the port or place in which the Vessel is laid up, but excluding, unless notice be given to the Underwriters and any additional premium required by them agreed, any period for which the Vessel is used as a houseboat or is under major repair or undergoing alteration.
- 4.2 Notwithstanding Clause 4.1 above the gear and equipment, including outboard motors, are covered subject to the provisions of this insurance while in place of storage or repair ashore.

## **5) NAVIGATING AND CHARTER HIRE WARRANTIES**

- 5.1 Warranted not navigating outside the limits stated in the Schedule to the Policy or, provided previous notice given to the Underwriters, held covered on terms to be agreed.
- 5.2 Warranted to be used solely for private pleasure purposes and not for hire charter or reward, unless specially agreed by the Underwriters.

## **6) LAID UP WARRANTY**

Warranted laid up out of commission as stated in the Schedule to the Policy, or held covered on terms to be agreed provided previous notice be given to the Underwriters.

## **7) SPEED WARRANTY**

- 7.1 Warranted that the maximum designed speed of the Vessel, or the parent Vessel in the case of a Vessel with boat(s), does not exceed 17 knots.
- 7.2 Where the Underwriters have agreed to delete this warranty, the conditions of the Speedboat Clause 21 below shall also apply.

## **8) CONTINUATION**

Should the vessel at the expiration of this insurance be at sea or in distress or at a port or place of refuge or of call, she shall, provide prompt notice be given to the Underwriters, be held covered at a premium to be agreed until anchored or moored at her next port of call in good safety.

## 9) ASSIGNMENT

No assignment of interest in this insurance or in any money which may become payable thereunder is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium thereunder.

## 10) CHANGE OF OWNERSHIP

This Clause 10 shall prevail notwithstanding any provision whether written, typed or printed in this insurance inconsistent herewith.

- 10.1 Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest(s) of the company, then, unless the Underwriters agree in writing to continue the insurance, this insurance shall become cancelled from the time of such sale transfer or change and a time on risk charge will be made. Any balance to be made as a return of premium to the assured.
- 10.2 If however the Vessel shall have left her moorings or be at sea at the time of sale or transfer such cancellation shall if required by the Assured be suspended until arrival at port or place of destination.

## 11) PERILS

Subject always to the exclusions in this insurance.

- 11.1 this insurance covers loss of or damage to the subject-matter insured caused by:
- 11.1.1 perils of the seas, rivers, lakes or other navigable waters
- 11.1.2 fire
- 11.1.3 jettison
- 11.1.4 piracy
- 11.1.5 contact with dock or harbor equipment or installation, land conveyance aircraft or similar objects or object falling therefrom.
- 11.1.6 earthquake, volcanic eruption or lightning
- 11.2 and provided such loss or damage has not resulted from want of due diligence by the Assured Owners or Managers, this insurance covers:
- 11.2.1 loss of or damage to the subject matter insured caused by:
- 11.2.1.1 accidents in loading, discharging or moving stores, gear, equipment, machinery or fuel
- 11.2.1.2 explosions
- 11.2.1.3 malicious acts
- 11.2.1.4 theft of the entire Vessel or her boat(s), or outboard motor(s) provided it is securely locked to the Vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment or, following upon forcible entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s) (as long as underwriters have been informed of the serial number of said outboard), gear or equipment.

11.2.2 loss or damage to the subject-matter insured excepting motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, caused by:

11.2.2.1 latent defects in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense or replacing or repairing the defective part broken shaft or burst boiler)

11.2.2.2 the negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence or breach of contract in respect of any repair or alteration work carried out for the account of the Assured and / or Owners or in respect of the maintenance of the Vessel.

11.3 this insurance covers the expense of sighting the bottom after a standing, if reasonable incurred specially for that purpose, even if no damage be found.

## 12) EXCLUSIONS

No claim shall be allowed in respect of any:

- 12.1 outboard motors dropping off or falling overboard
- 12.2 ship's boat having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the Speedboat Clause 21 below, or is on the parent Vessel or laid up ashore.
- 12.3 ship's boat not permanently marked with the name of the parent Vessel.
- 12.4 sail and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the Vessel being stranded or in collision or contact with and external substance (ice included) other than water.
- 12.5 sails, masts, spare or standing and running rigging while the Vessel is racing, unless the loss or damage is caused by the Vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water.
- 12.6 personal effects
- 12.7 consumable stores, fishing gears or moorings.
- 12.8 sheathing, or repairs thereto, unless the loss or damage has been caused by the Vessel being stranded, sunk, burnt, or fire or in collision with any external substance (ice include) other than water.
- 12.9 loss or expenditure incurred in remedying a fault in design or construction or any cost or expense, incurred by reason of betterment of alternation in design of construction.
- 12.10 motor and connections (but not strut shaft or propeller) electrical equipment and batteries and connections, where the loss or damage has been caused by heavy weather, unless the loss or damage has been caused by the Vessel being immersed, but this Clause 12.10 shall not exclude loss or damage caused by the Vessel being stranded or in collision or contact with another vessel, pier or jetty.
- 12.11 Any incident that may give rise to a claim whilst the assured vessel is left anchored in open mooring or off beach or off shore without shelter, and without presence on board of a person who can take care of navigation, unless



underwriters have been informed and such provisions is given on the policy schedule.

12.12 Any incident that may give rise to a claim, whilst navigating between the hours of sunset and sunrise unless underwriters have been informed and such provision is given on the policy schedule.

12.13 Any incident that occurs whilst under the influence of alcohol or Drugs.

### 13) LIABILITIES TO THIRD PARTIES

This Clause only to apply when a sum is stated for this purpose in the Schedule to the Policy.

13.1 The Underwriters agree to indemnify the Assured for any sum which the Assured shall become legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of accidents occurring during the currency of this insurance, in respect of:

13.1.1 loss or damage to any other vessel or property whatsoever

13.1.2 loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessel or any other vessel

13.1.3 any attempted or actual raising, removal or destruction of the wreck of the insured Vessel or the cargo thereof or any neglect or failure to raise, remove or destroy the same.

### 13.2 LEGAL COSTS

The Underwriters will also pay, provided their prior written consent has been obtained:

13.2.1 the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability

13.2.2 the costs for representation at any coroner's inquest or fatal accident enquiry

### 13.3 SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from vessel belonging wholly or in part to the same Owners or under the same Management, the Assured shall have the same rights under the insurance as they would have were the others vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

### 13.4 NAVIGATION BY OTHERS PERSONS

The provision of this Clause A 1 shall extend to any person navigating or in charge of the insured Vessel with the permission of the Assured named in this insurance (other than a person operating, or employed by the operator of a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organization) and who while so navigating or in charge of the Vessel shall in consequence of any occurrence covered by Clause 11 become liable to pay and shall pay any sum or sums to any person or persons, other than to the Assured named in this insurance, but indemnity under this Clause shall inure to the benefit of the Assured and only to a person navigating

or in charge of the Vessel as described above, at the written request and through the agency of the Assured. Nothing in this extension shall increase the Underwriters liability beyond the limitation of liability imposed by Clause 13.8 below and this extension shall be subject to all other terms and conditions and warranties of this insurance.

### 13.5 REMOVAL OF WRECK EXTENTION

This insurance also to pay the expenses, after deduction of the proceeds of the salvage, of the removal of the wreck insured Vessel from any place owned, leased or occupied by the Assured.

### 13.6 LIABILITIES SECTION EXCLUSIONS

1 Notwithstanding the provision of this Clause 13 this insurance does not cover any liability cost or expense arising in respect of:

13.6.1 any direct or indirect payment of the Assured under the workmen's compensation or employers' liability acts and any other statutory or common law liability in respect of accidents to or illness of workman ..... other persons employed in any capacity whatsoever by the Assured or by any person to whom the protection of this insurance is afforded by reason of the provisions of Clause 13.4 above, in on or about or in connection with the Vessel hereby Insured or her cargo, materials or repairs.

13.6.2 any boat belonging to the Vessel and having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the Speedboat Clause 21 below, or is on the parent Vessel or laid up ashore.

13.6.3 any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely on board or ashore.

13.6.4 any liability to or incurred by any person engaged in a sport or activity other than water skiing or aquaplaning while being towed by the Vessel or preparing to be towed or after being towed until safely on board or ashore.

13.6.5 punitive or exemplary damages however described.

### 13.7 WATER SKIERS LIABILITIES

1 Should Clause 13.6.3 and / or 13.6.4 above be deleted, the liabilities mentioned in such clause(s) shall be covered hereunder, subject to the warranties, conditions and limits of this insurance.

### 13.8 LIMIT OF LIABILITY

The liability of the Underwriters under Clause 13 in respect of any one accident or series of accidents arising out of the same event, shall in no case exceed the sum stated for this purpose in the Schedule to the policy, but when the liability of the Assured has been contested with the consent in writing of the Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

### 14) EXCESS AND DEDUCTIBLE

14.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of

all such claims arising out of each separate accident or occurrence (including claims under Clauses 13, 16 and 17) exceeds the amount stated for this purpose in the Schedule to the policy, in which case this sum shall be deducted. This Clause

- 14.1 shall not apply to a claim for a total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 17 arising from the same accident or occurrence.
- 14.2 Prior to the application of Clause 14.1 above and in addition thereto, deductions new for old not exceeding one third may be made at the Underwriters discretion in respect of loss of or damage to:
- 14.2.1 protective covers, sails and running rigging
- 14.2.2 outboard motors whether or not insured by separate valuation under this insurance

## 15) NOTICE OF CLAIM AND TENDERS

- 15.1 Prompt notice shall be given to the Underwriters in the event of any occurrence which may rise to a claim under this insurance (not exceeding 21 days), and any theft or malicious damage shall also be reported promptly to the Police
- 15.2 Where loss or damage has occurred, notice shall be given to the Underwriters prior to survey and, if the Vessel is abroad, also to the nearest Agent nominated by the Underwriter so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 15.3 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from the compliance with Underwriters requirements being refunded to the Assured) and shall have the right of veto concerning a place of repair or a repairing firm.
- 15.4 The Underwriters may also take tenders or may require tenders to be taken for the repair of the Vessel.

## 16) SALVAGE CHARGES

Subject to any express provision in this insurance, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

## 17) DUTY OF ASSURED

- 17.1 In case any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which be recoverable under this insurance
- 17.1.1 The assured shall at all times abide by the laws and bylaws of their home port or any port/country they are visiting. The assured shall always ensure that they have the relevant qualification and / or Documentation required by their Home port or any port/country that they visit,
- 17.2 Subject to the provisions below and to Clause 14 the Underwriters will contribute to charges properly and reasonably incurred by the Assured and their servants or agents for such measures. General average, salvage charges, collision defence or attack costs incurred by the Assured in contesting liability covered by Clause 13.2 are not recoverable under this Clause 17.

- 17.3 The Assured shall render to the Underwriters and / or their Agents all possible aid in obtaining information and evidence in relation to the subject claim And should the Underwriter desire to take proceedings at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this insurance.
- 17.4 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 17.5 The sum recoverable under this Clause 17 shall be in addition to the loss otherwise recoverable under this insurance but in no circumstances shall amounts recoverable under Clause 17.2 exceed the sum insured under this insurance in respect of the Vessel.

## 18) UNREPAIRED DAMAGE

- 18.1 The measure of indemnity in respect of claims for unrepaid damage shall be the reasonable depreciation in the market value of the Vessel at the time the insurance terminates arising from such unrepaid damage, but not exceeding the reasonable cost of repairs.
- 18.2 In no case shall the Underwriters be liable for the unrepaid damage in the event of a subsequent total loss (whether or not covered under the insurance) sustained during the period covered by this insurance or any extension thereof.
- 18.3 The Underwriters shall not be liable in respect of unrepaid damage for more than the insured value at the time this 1 insurance terminates

## 19) CONSTRUCTIVE LOSS

- 19.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.
- 19.2 No claim for constructive total loss bases upon the cost of recovery and/ or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 20) DISBURSEMENTS WARRANTY

Warranted that no amount shall be insured policy proof of interest of full interest admitted for account of the Assured, Mortgages or Owners on disbursements, commission, profits or other interests or excess or increased value of hull or machinery however described unless the insured value of the Vessel is over 50,000 or equivalent in other currency and then not to exceed 10 percent of the total amount insured in respect of the vessel as stated in the schedule to the policy, Provided always that a breach of this warranty shall not afford the underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 21) SPEEDBOAT CLAUSE

WHERE THIS CLAUSE 21 APPLIES IT SHALL OVERRRIDE ANY CONFLICTING PROVISIONS IN THE CLAUSES ABOVE

- 21.1 It is a condition of this insurance that when the Vessel concerned is under way the Assured named in the Schedule to the policy or other competent persons(s) shall be on board and in control of the Vessel.
- 21.2 No claim shall be allowed in respect of loss or damage to the Vessel or liability to any third party or any salvage services.
- 21.2.1 caused by or arising from the Vessel being stranded sunk swamped immerses or breaking adrift, while left moored or anchored unattended off an exposed beach or shore.
- 21.2.2 arising while the Vessel is participating in racing or speed tests, or any trials in connection therewith
- 21.3 No claim shall be allowed in respect of rudder strut shaft, propeller or any part of an outboard motor
- 21.3.1 under Clauses 11.2.2.1 and 11.2.2.2
- 21.3.2 for any loss or damage caused by heavy weather, water or contact other than with another vessel, pier or jetty, but this Clause 21.3.2 shall not exclude damage caused by the Vessel being immersed as a result of heavy weather.
- 21.4 Of the Vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the Vessel is equipped in the engine room (or engine space) tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

## 22) CANCELLATION AND RETURN OF PREMIUM

- 22.1 This insurance may be cancelled by the Underwriters at any time subject to 30 days notice to Assured or by mutual agreement, when a pro rata daily net return of premium shall be made calculated on the premium charged for in commission and/or laid up period.
- 22.2 This insurance may be cancelled by the assured when the insurers will make a time on risk charge based on the net premium using the following scale:
- 1 – 3 months 40% premium  
4 – 6 months 60% premium  
7 – 9 months 80% premium  
9 – 12 months Full premium
- 22.3 No refund will be made following cancellation of a policy by the assured if minimum premium applies. The policy schedule will be noted accordingly if minimum premium is applicable.

THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL OVERRRIDE ANYTHING CONTAINED IN THIS INSURANCE IN THIS INSURANCE INCONSISTENT THEREWITH.

## 23) WAR EXCLUSION

In no case shall this insurance cover damage liability or expense caused by:

- 23.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power.
- 23.2 capture, seizure, arrest, restraint or detention (barratry and piracy excepts), and the consequences thereof or any attempt thereat.
- 23.3 derelict mines, torpedoes, bombs or other derelict weapons of war

## 24) STRIKES AND POLITICAL ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:

- 24.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 24.2 any terrorist or any person acting from a political motive

## 25) NUCLEAR EXPLOSION

In no case shall this insurance cover loss damage liability or expense arising from:

- 25.1 any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
- 25.2 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 25.3 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 26) In no case shall this insurance cover loss or damage liability or expense arising from any criminal acts by the Assured or agent of the Assured.

## INSTITUTE YACHT CLAUSES (1/1/85)

This insurance is subject to English Law and practice

### 1 VESSE:

Vessel means the hull, Machinery, boat(s), gear and equipment, such as would normally be sold with her if she changed hands

### 2 IN COMMISSION AND LAID UP

- 2.1 The Vessel is covered subject to the provisions of this insurance
- 2.1.1 While in commission at sea or on inland waters or in ports, docks, marinas, on ways gridirons, pontoons, or on the hard or mud or at place of storage ashore including lifting or hauling out and launching, with leave to sail or navigate with or without pilots, to go on trial trips and to assist and two vessels or crafts in distress, or as is customary, but if is warranted that the Vessel shall not be towed, except as is customary or when in need of assistance, or undertake towage or salvage services under a contract previously arranged by Owners, Masters, Managers, or Charterers
- 2.1.2 While laid up out of commission as provided for in Clause 4 below, including lifting or hauling out and launching, while being moved in shipyard or marina, dismantling, fitting out, overhauling, normal maintenance or while under survey, (also to include docking and undocking and periods laid up afloat incidental to laying up or fitting out and with leave

- to shift in tow or otherwise to or from her lay-up berth but not outside the limits of the port or place in which the vessel is laid up) but excluding, unless notice to be given to the Underwriters and any additional premium required by them agreed, any period for which the Vessel is used as a Houseboat or is under major repair or undergoing alteration.
- 2.2 Notwithstanding Clause 2.1 above the gear and equipment, including outboard motors, are covered subject to the provisions of this insurance while in place of storage or repair ashore.
- 3 NAVIGATING AND CHARTER HIRE WARRANTIES**
- 3.1 Warranted not navigating outside the limits stated in the Schedule to the policy or, provided previous notice to be given to the Underwriters, held covered on terms to be agreed.
- 3.2 Warranted to be used solely for private pleasure purposes and not for hire charter or reward, unless specially agreed by the Underwriters.
- 4 LAID UP WARRANTY**
- Warranted laid up out of commission as stated in the schedule to the policy, or held covered on terms to be agreed provided previous notice to the given to the Underwriters.
- 5 SPEED WARRANTY**
- 5.1 Warranted that the maximum designed speed of the Vessel, or the parent Vessel in the case of a Vessel with boat(s), does not exceed 17 knots.
- 5.2 Where the Underwriters have agreed to delete this warranty, the conditions of the speedboat Clause 19 below shall also apply.
- 6 CONTINUATION**
- Should the Vessel at the expiration this insurance be at sea or in distress or at a port of place of refuge or of call, she shall, provided prompt notice be given to the Underwriters, be held covered at a premium to be agreed until anchored or moored at her next port of call in good safety.
- 7 ASSIGNMENT**
- No assignment of or interest in this insurance or in any money which may be or become payable there under is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the policy and the policy assignor in the case of subsequent assignment, is endorsed on the policy and the policy with such endorsement is produced before payment of any claim or return of premium there under.
- 8 CHANGE OF OWNERSHIP**
- This Clause 8 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent herewith.
- 8.1 Should the Vessel be sold or transferred to new ownership, or where the Vessel is owned by a company, should there be a change in the controlling interest(s) of the company, then, unless the Underwriters agree in writing to continue the insurance, this insurance shall become cancelled from the time of such sale, transfer, or change, and a pro rata daily net return of premium be made calculated on the premium charged for the in commission and / or laid up period.
- 8.2 If however, the Vessel shall have left her moorings or be at sea the time of sale or transfer such cancellation shall if required by the Assured, be suspended until arrival at port or place of destination.
- 9 PERILS**
- Subject always to the exclusions in this insurance
- 9.1 This insurance covers loss of or damage to the subject matter insured caused by:
- 9.1.1 Perils of the seas, rivers, lakes, or other navigable waters
- 9.1.2 Fire
- 9.1.3 Jettison
- 9.1.4 Piracy
- 9.1.5 Contact with dock or harbor equipment of installation, land conveyance, aircraft or similar objects or objects falling there from
- 9.1.6 Earthquake Volcanic eruption or lightning 9.2
- 9.2. and, provided such loss or damage has not resulted from want of due diligence by the assured Owners or Managers, this insurance covers
- 9.2.1 Loss of or damage to the subject matter insured caused by
- 9.2.1.1 Accidents in loading, machinery or fuel.
- 9.2.1.2 Explosions
- 9.2.1.3 Malicious Acts gear,
- 11.2.1 The legal costs incurred by the assured or which the assured may be compelled to pay in contesting liability or taking proceedings to limit liability
- 11.2.2 The costs for representation at any coroner's inquest or fatal accident
- 9.2.1.4 Theft of the entire Vessel or her boat(s) or outboard motor(s) provided it is securely locked to the vessel or her boat(s) by an anti-theft device in addition to its normal method of attachment, or following upon forcible entry into the Vessel or place of storage or repair, theft of machinery including outboard motor(s), gear or equipment
- 9.2.2 Loss of or damage to the subject matter insured, excepting motor and connections (but not strut, shaft or propeller), electrical equipment and batteries and connections caused by:
- 9.2.2.1 Latent defect in hull or machinery, breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the defective part broken shaft or burst boiler)
- 9.2.2.2 The negligence of any person whatsoever, but excluding the cost of making good any defect resulting from either negligence of breach of contract in respect of any repair or alteration work carried out for the account of the assured and/or the Owners or in respect of the maintenance of the Vessel,

9.3 This insurance covers the expense of sighting the bottom after stranding, if reasonable incurred especially for that purpose, even if no damage is found.

## 10 EXCLUSIONS

- 10.1 Outboard motor dropping off or falling overboard
- 10.2 Ship's boat having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also to the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 10.3 Ship's boat not permanently marked with the name of the parent Vessel
- 10.4 Sails and protective covers split by the wind or blown away while set, unless in consequence of damage to the spars to which sails are bent, or occasioned by the Vessel being stranded or in collision or contact with any external substance (ice include) other than water
- 10.5 Sails, masts, spars or standing and running rigging while the Vessel is racing, unless the loss or damage is caused by the Vessel being stranded, or sunk burnt, on fire or in collision or contact with any external substance (ice include) other than water
- 10.6 Personal effects
- 10.7 Consumable stores, fishing gear or moorings
- 10.8 Loss or expenditure incurred in remedying a fault in design or construction or any cost of expense incurred by reason of betterment of alteration in design or construction
- 10.9 Motor and connections (but not strut or propeller) electrical equipment and batteries and connections, where the loss of damage has caused by heavy weather, unless the loss or damage has been caused by the Vessel being immersed, but this clause 10.10 shall not exclude loss or damage caused by the Vessel being stranded or in collision or contact with another vessel, pier or jetty.

## 11 LIABILITY TO THIRD PARTIES

This clause only applies when a sum is stated for this purpose in the schedule to the policy.

- 11.1 The Underwriters agree to indemnify the assured for any sum or sums which, the assured shall become legally liable to pay and shall pay, by reason of interest in the insured Vessel and arising out of accidents occurring during the currency of this insurance, in respect to"
- 11.1.1 Loss of or damage to any other vessel or property whatsoever
- 11.1.2 Loss of life, personal injury or illness, including payments made for life salvage, caused on or near the Vessel or any other vessel
- 11.1.3 Any attempted or actual raising, removal or destruction of the wreck of the assured Vessel or the cargo thereof or any neglect of failure to raise, remove or destroy same,

## 11.2 LEGAL COSTS

The Underwriters will also pay, provided their prior written consent has been obtained:

- 11.2.1 The legal costs incurred by the assured or which the assured may be compelled to pay in contesting liability or taking proceedings to limit liability

11.2.2 The costs for representation at any coroner's inquest or fatal accident enquiry.

## 11.3 SISTERSHIP

Should the vessel hereby insured come into collision with or receive salvage services from another belonging wholly or in part to the same Owners or under the same management, the assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such case the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the assured.

## 11.4 NAVIGATION BY OTHER PERSONS

The provisions of the Clause 11 shall extend to any person navigating or in charge of the insured Vessel with the permission of the assured named in this insurance (other than a person operating, or employed by the operator of, a shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organization) and who while navigating or in charge of the Vessel shall in consequence of any occurrence covered by this Clause 11 become liable to pay and shall pay any sum or sums to any person or persons, other than to the assured named in this insurance, but indemnity under this Clause shall insure above, at the written request the underwriters' liability beyond the limitation of liability imposed by clause 11.8 below and this extension shall be subject to all other terms conditions and warranties of this insurance.

Nothing in this Clause 11.4 shall be deemed to override the provision of Clause 3.2 above.

## 11.5 REMOVAL OF WRECK EXTENSION

This insurance also to apy the expenses, after deduction of the proceeds of the salvage of the removal of the wreck of the insured Vessel from any place owned, leased or occupied by the assured.

## 11.6 LIABILITIES SECTION EXCLUSIONS

Notwithstanding the provisions of the Clause 11 this insurance does not cover any liability cost of expense arising in respect of:

- 11.6.1 Any direct of indirect payment by the Assured under Workmen's Compensation or Employer's Liability acts and any other statutory or common law liability in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or by any person to whom the protection of this insurance is afforded by reason of the provisions of Clause 11.4 above, in on or about or in connection with the Vessel hereby insured or her cargo, material or repairs
- 11.6.2 Any boat belonging to the Vessel and having a maximum designed speed exceeding 17 knots, unless such boat is specially covered herein and subject also the conditions of the speedboat Clause 19 below, or is on the parent Vessel or laid up ashore
- 11.6.3 Any liability to or incurred by any person engaged in water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely aboard or ashore

11.6.4 Any liability to or incurred by any person engaged in a sport or activity, other than water skiing or aquaplaning, while being towed by the Vessel or preparing to be towed or after being towed until safely on board or ashore

11.6.5 Punitive or exemplary damages, however described

#### **11.7 WATER – SKIERS LIABILITIES**

Should Clause 11.6.3 and/or Clause 11.6.4 above be deleted, the liabilities mentioned in such clause(s) shall be covered hereunder, subject to the warranties, conditions and limits of this insurance.

#### **11.8 LIMIT OF LIABILITY**

The liability of the Underwriters under this Clause 11, in respect of any one accident or series of accidents arising out of the same event, shall in no case exceed the sum stated for this purpose in the Schedule of the policy, but when the liability of the assured has been contested with the consent in writing of the Underwriters, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

#### **12 EXCESS AND DEDUCTIBLE**

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 11,14 and 15) exceeds the amount stated for this purpose in the schedule to the policy, in which case this sum shall be deducted. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 15 arising from the same accident or occurrence.

12.2 Prior to the application of Clause

12.1 above and in addition, thereto, deductions new for old not exceeding one-third may be made at the Underwriters' discretion in respect of loss of or damage to:

12.2.1 Protective covers, sails and running rigging

12.2.2 Outboard motors whether or not insured by separate valuation under this insurance.

#### **13. NOTICE OF CLAIM AND TENDERS**

13.1 Prompt notice shall be given to the Underwriters in the event of any occurrence, which may give rise to a claim under this insurance, and any theft or malicious damage shall also be reported promptly to the Police.

13.2 Where loss or damage has occurred, notice shall be given to the Underwriters prior to survey and, if the Vessel is abroad, also to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

13.3 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with Underwriters' requirements being refunded to the assured) and have a right of veto concerning a place of repair or a repairing firm.

13.4 The Underwriters may also take tenders or may require tenders to be taken for the repair of the Vessel.

#### **14. SALVAGE CHARGES**

Subject to any express provision in this insurance, salvage charges incurred in preventing a loss by perils insured against may be recovered as a loss by those perils.

#### **15 DUTY OF ASSURED**

15.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.

15.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured, their servants or agents for such measures. General average, salvage charges, collision defense or attack cost and costs incurred by the Assured in contesting liability covered by Clause 11.2 are not recoverable under this Clause 15.

15.3 The Assured shall render to the Underwriters all possible aid in obtaining information and evidence should the Underwriters desire to proceedings at their own expense and for their own benefit in the name of the Assured to recover compensation or to secure an indemnity from any third party in respect of anything covered by this insurance.

15.4 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

15.5 The sum recoverable under this Clause 15 shall be in addition to the loss otherwise recoverable under this insurance but in no circumstances shall amounts recoverable under Clause 15.2 exceed the sum insured under this insurance in respect to the Vessel.

#### **16. UNREPAIRED DAMAGE**

16.1 The measure of indemnity in respect of claims for un-repaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising for such un-repaired damage, but not exceeding the reasonable cost of repairs.

16.2 In no case shall the Underwriters be liable for un-repaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

16.3 The underwriters shall not be liable in respect of un-repaired damage for more than the insured value at the time this insurance terminates.

#### **17 CONSTRUCTIVE TOTAL LOSS**

17.1 In ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

17.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating

to a single accident or sequence of damages arising from the same accident shall be taken into account.

## 18 DISBURSEMENTS WARRANTY

Warranted that no amount shall be insured policy proof of interest or full interest admitted for account of the Assured, Mortgages or Owners on disbursements, commission, profits or other interests or excess or increased value of hull of machinery however described unless the insured value of the Vessel is over \$50,000.00 and then not to exceed 10 percent to the total amount insured in respect of the Vessel as stated in the Schedule to the policy. Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 19 SPEEDBOAT CLAUSE

WHERE THIS CLAUSE 19 APPLIES IT SHALL OVERRIDE ANY CONFLICTING PROVISIONS IN THE CLAUSES ABOVE.

19.1 It is a condition of this insurance that when the Vessel concerned is underway the Assured named in the schedule to the policy or other competent person(s) shall be on board and in control of the Vessel.

19.2 No Claim shall be allowed in respect of loss of or damage to the Vessel or liability to any third party or any salvage services.

19.2.1 caused by or arising from the Vessel being stranded sunk swamped immersed breaking adrift while moored or anchored unattended off an exposed beach or shore.

19.2.2 Arising while the Vessel is participation in racing or speed tests, or any trials on connection therewith.

19.3 No claim shall be allowed in respect of rudder strut shaft or propeller

19.3.1 under Clauses 9.2.2.1 and 9.2.2.2

19.3.2 For any loss or damage caused by heavy weather, water or contact other than with another vessel pier or jetty, but this Clause 19.3.2 shall not exclude damage caused by the Vessel being immersed as a result of heavy weather.

19.4 If the Vessel is fitted with inboard machinery no liability shall attach to this insurance in respect of any claim caused by or arising through fire or explosion unless the vessel is equipped in the engine room (or engine space) tank space and galley, with a fire extinguishing system automatically operated or having controls at the steering position and properly installed and maintained in efficient working order.

## 20 CANCELLATION AND RETURN OF PREMIUM

This insurance may be cancelled by the Underwriters at any time subject to 30 days notice to the assured or by mutual agreement, when a pro rata daily net return of premium shall be made calculated on the premium charged for the in commission and/or laid up period.

THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT THEREWITH.

## 21 WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:

- 21.1 War civil war revolution rebellion insurrection or civil strife therefrom, or any hostile act by or against a belligerent power
- 21.2 Capture seizure arrest restraint or detention (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 21.3. Derelict mines torpedoes bombs or other derelict weapons of war.

## 22 STRIKES AND POLITICAL ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by:

- 22.1 Strikers, locked-out workmen, or persons taking part disturbances, riots or civil commotions
- 22.2 Any terrorist or any person acting from a political motive.

## 23 NUCLEAR EXCLUSIONS

In no case shall this insurance cover loss damage liability or expense caused by:

- 23.1 Any weapon of war employing atomic or nuclear fission and/or other like reaction or radioactive force or matter.
- 23.2 Ionizing radiations from or contamination by radioactive from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel
- 23.3. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly component thereof.

## INSTITUTE TIME CLAUSES – HULLS PORT RISKS 20/07/87

This insurance is subject to English law and practice

### 1 NAVIGATION

The Vessel has leave to proceed to and from any wet or dry docks harbours ways cradles and pontoons, within the limits specified in this insurance.

### 2 TERMINATION

This Clause 2 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of :

- 2.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 4 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls-Time such automatic termination shall not operate,
- 2:2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is in port or at sea.

### 3 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable there under is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium there under.

### 4 PERILS

4.1 This insurance covers loss of or damage to the subject-matter insured caused by

4.1.1 perils of the seas rivers lakes or other navigable waters

4.1.2 fire lightning explosion

4.1.3 violent theft by persons from outside the Vessel

4.1.4 jettison

4.1.5 piracy

4.1.6 breakdown of or accident to nuclear installations or reactors

4.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation.

4.2 This insurance covers loss of or damage to the subject-matter insured caused by

4.2.1 accidents in loading discharging or shifting cargo or fuel

4.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or bull

4.2.3. negligence of Master Officers Crew or Pilots

4.2.4 negligence of repairers or charterers provided such or charterers are not an Assured hereunder

4.2.5 barratry of Master Officers or Crew, provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

4.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 4 should they hold shares in the Vessel.

### 5 EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 7, 9, 11 and 13.

### 6 POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

### 7 COLLISION LIABILITY

7.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

7.1.1 loss of or damage to any other vessel or property on any other vessel

7.1.2. delay to or loss of use of any such other vessel or property thereon

7.1.3. general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

7.2 The indemnity provided by this Clause 7 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and subject to the following provisions:

7.2.1. Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 7 shall be calculated on the principle of cross- liabilities as if the respective Owners had been compelled to pay to each other such proportion of each others damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

7.2.2 In no case shall the Underwriters total liability under Clauses 7.1 and 7.2 exceed their proportionate part of the insured value of the Vessel hereby insured in respect of any one such collision.

7.3 The Underwriters will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

### EXCLUSIONS

7.4 Provided always that this Clause 7 shall in no case extend to any sum which the Assured shall pay for or in respect of

7.4.1. removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever

7.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels

7.4.3 the cargo or other property on, or the engagements of, the insured Vessel

7.4.4 loss of life, personal injury or illness

7.4.5. pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels)

### 8 SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in



the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

## **9 PROTECTION AND INDEMNITY**

9.1 The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as owner of the Vessel for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

9.1.1 loss of or damage to any fixed or movable object or property or other thing or interest whatsoever, other than the Vessel, arising from any cause whatsoever in so far as such loss or damage is not covered by Clause 7

9.1.2 any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the Vessel, or any neglect or failure to raise, remove, or destroy the same

9.1.3 liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading

9.1.4 loss of life, personal injury, illness or payments made for life salvage

9.1.5 liability under Clause 1(a) of the current Lloyds Standard Form of Salvage Agreement in respect of unsuccessful, partially successful, or uncompleted services if and to the extent that the salvor's expenses plus the increment exceed any amount otherwise recoverable under the Agreement.

9.2 The Underwriters agree to indemnify the Assured for any of the following arising from an accident or occurrence during the period of this insurance:

9.2.1 the additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the Vessel sick or injured persons or stowaways, refugees, or persons saved at sea

9.2.2 additional expenses brought about by the outbreak of infectious disease on board the Vessel or ashore

9.2.3 fines imposed on the Vessel, on the Assured, or on any Master Officer crew member or agent of the Vessel who is reimbursed by the Assured, for any act or neglect or breach of any statute or regulation relating to the operation of the Vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member

9.2.4 the expenses of the removal of the wreck of the Vessel from any place owned, leased or occupied by the Assured

9.2.5 legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding minimising or contesting liability with the prior written consent of the Underwriters.

## **EXCLUSIONS**

9.3 Notwithstanding the provisions of Clauses 9.1 and 9.2 this Clause 9 does not cover any liability cost or expense arising in respect of:

9.3.1 any direct or indirect payment by the Assured under workmen's compensation or employers liability acts and any other statutory or common law, general maritime law or other liability whatsoever in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsoever by the Assured or others in on or about or in connection with the Vessel or her cargo, materials or repairs

9.3.2 liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement

9.3.3 punitive or exemplary damages, however described

9.3.4 cargo or other property carried, to be carried or which has been carried on board the Vessel but this Clause 9.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the Vessel.

9.3.5 property, owned by builders or repairers or for which they are responsible, which is on board the Vessel

9.3.6 liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the Vessel and which is owned or leased by the Assured

9.3.7 cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons on board the Vessel, or non-essential personal effects of any Master, Officer or crew member

9.3.8 fuel, insurance, wages, stores, provisions and port charges arising from delay to the Vessel while awaiting a substitute for any Master, Officer or crew member

9.3.9 fines or penalties arising from overloading or illegal fishing

9.3.10 pollution or contamination of any real or personal property whatsoever (This Clause 9.3.10 shall not exclude any recoverable under Clause 9.1.5)

9.3.11 general average, sue and labour and salvage charges, salvage, and/or collision liability to any extent that they are not recoverable under Clauses 7, 11 and 13 by reason of the agreed value and/or the amount insured in respect of the Vessel being inadequate.

9.4 The indemnity provided by this Clause 9 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

9.5 Where the Assured or the Underwriters may or could have limited their liability the indemnity under this Clause 9 in respect of such liability shall not exceed Underwriters proportionate part of the amount of such limitation.

9.6 In no case shall the Underwriters liability under this Clause 9 in respect of each separate accident or occurrence or series of accidents arising out of the same events, exceed their proportionate part of the insured value of the Vessel.

## **9.7 PROVIDED ALWAYS THAT**

9.7.1 prompt notice must be given to the Underwriters of every casualty or claim upon the Assured which may give rise to

a claim under this Clause 9 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 9.

9.7.2 the Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 9 without the prior written consent of the Underwriters.

## 10 NOTICE OF CLAIM AND TENDERS

10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.

10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the dispatch of the invitations to tender required by Underwriters and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered from third parties in respect of damages for detention and/or loss of profit and/or running expenses, for the tender allowance or any part thereof.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

10.4 In the event of failure to comply with the conditions of this Clause 10, a deduction of 15% shall be made from the amount of the ascertained claim.

## 11 GENERAL AVERAGE AND SALVAGE

11.1 This insurance covers the Vessels proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.

11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules.

11.3 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

## 12 DEDUCTIBLE

12.1 No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under Clauses 7, 9, 11 and 13) exceeds ..... in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.

12.2 Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

12.3 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

## 13 DUTY OF ASSURED (SUE AND LABOUR)

13.1 in case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

13.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 9 are not recoverable under this Clause 13.

13.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

13.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saying or attempting to say Vessel and other property and there are no proceeds, or the expense; exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.

13.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no the amount insured under this insurance in respect of the Vessel.

#### **14 NEW FOR OLD**

Claims payable without deduction new for old.

#### **15 BOTTOM TREATMENT**

In no case shall a claim be allowed in respect of scraping gritblasting and/or other surface preparation or painting of the Vessel's bottom except that

15.1 grit blasting and/or other surface preparation of new bottom ashore and supplying and applying any shop primer thereto,

15.2 grit blasting and/or other surface preparation of: the butts or area of plating immediately adjacent to any renewed plating damaged during the course of welding and/or repairs, areas of plating damaged during the course of fairing, either in place or ashore,

15.3 supplying and applying the first coat of primer/anti-corrosive to those particular areas mentioned in 15.1 and 15.2 above, shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

#### **16 WAGES AND MAINTENANCE**

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel, with the agreement of the Underwriters, from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

#### **17 AGENCY COMMISSION**

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or agency company or the like, appointed by or on behalf of the Assured to perform such services.

#### **18 UNREPAIRED DAMAGE**

18.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance

terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

18.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

#### **19 CONSTRUCTIVE TOTAL LOSS**

19.1 in ascertaining whether the Vessel is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

19.2 No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account

#### **20 DISBURSEMENTS WARRANTY**

20.1 Additional insurances as follows are permitted:

20.1.1 Disbursements, Managers Commissions, Profits or Excess or increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

20.1.2 Earnings or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under 20.1.1.

20.1.3 Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the first passage and next succeeding cargo passage plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 20.1.2 to be taken into account and only the excess thereof may be insured.

20.1.4 Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under 26.1.2 to be taken into account and only the excess thereof may be insured An insurance under this Section may begin on the signing of the charter.

20.1.5 Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.

20.1.6 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.

20.1.7 Insurance irrespective of amount against:

Any risks excluded by Clauses 5, 22, 23, 24 and 25.

20.2 Warranted that no insurance on any interests enumerated in the foregoing 20.1.1 to 20.1.6 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.t., F1LA., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

## 21 RETURNS FOR CANCELLATION

To return pro rata monthly net for each uncommenced month if this insurance be cancelled either by agreement or by the operation of Clause 2 provided that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

## 22 WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 22.1 war civil war revolution rebellion insurrection, or civil strife therefrom, or any hostile act by or against a belligerent power
- 22.2 capture seizure arrest restraint or detention (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 22.3 derelict mines torpedoes bombs or other derelict weapons of war.

## 23 STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 23.1 strikers, locked-out workmen, or persons disturbances, riots or civil commotions
- 23.2 any terrorist or any person acting from a political motive.

## 24 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

- 24.1 the detonation of an explosive
- 24.2 any weapon of war and caused by any person acting maliciously, or from a political motive.

## 25 NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion other like reaction or radioactive force or matter.

## INSTITUTE WARRANTIES

- 1 Warranted no-
  - (a) Atlantic Coast of North America, its rivers or adjacent islands,

- (i) North of 52° 10' N. Lat. and west of 50° W. Long.;
  - (ii) South of 52° 10' N. Lat. In the area bounded by lines drawn between Battle Harbour/Pistolet Bay; Cape; Ray/Cape North; Port Hawkesbury/port Mulgrave and Baie Comeau/Matane, between 21st December and 30<sup>th</sup> April both days inclusive.
  - (iii) west of Baie Comeau/Matane, (but not west of Montreal) between 1st December and 30<sup>th</sup> April both days inclusive.
- (b) Great Lakes or St. Lawrence Seaway west of Montreal.
  - (c) Greenland Waters.
  - (d) Pacific Coast of North America its rivers or adjacent islands north of 54° 30' N. Lat., or west of 130° SO' W. Long.

- 2 Warranted no Baltic Sea or adjacent waters cast of 15° E. Long.
  - (a) North of a line between Mo (63° 24' N. Lat.) and Vasa (63° 06' N. Lat.) between 10th December and 25<sup>th</sup> May b.d.i.
  - (b) East of a line between Viipuri (Vyboug) (28° 47' E. Long.) and Narva (28° 12' E. Long.) between 15<sup>th</sup> December and 15<sup>th</sup> May b.d.i.
  - (c) North of a line between Stockholm (59° 20' N. Lat.) and Tallinn (59° 24' N. Lat.) between 8<sup>th</sup> January and 5<sup>th</sup> may b.d.i.
  - (d) East of 22° E. Long., and South of 59° N. Lat. between 28<sup>th</sup> December and 5<sup>th</sup> May b.d.i.
- 3 Warranted not North of 70° N. Lat. other than voyages direct to or from any port or place in Norway or Kola Bay.
- 4 Warranted no Behring Sea, no East Asian waters north of 46° N. Lat. and not to enter or sail from any port or place in Siberia except Nakhodka and/or Viadivostock.
- 5 Warranted not to proceed to Kerguelen and/or Croset Islands or south of 50° S. Lat., except to ports and/or places in Patagonia and/or Chile and/or Falkland Islands, but liberty is given to enter waters south of 50° S. Lat., if e7 route to or from ports and/or places not excluded by this warranty
- 6 Warranted not to sail with Indian Coal cargo:
  - (a) between 1<sup>st</sup> March and 30<sup>th</sup> June b.d.i.
  - (b) between 1st July and 30<sup>th</sup> September, b.d.i., except to ports in Asia, not West of Aden or East of or beyond Singapore.

HDFCERGO / 2008

## CLAIMS PROCEDURE

It is the duty of the Insured and their representatives/ agents, in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss or damage and to ensure that all rights against Carriers Bailees or other third parties are properly preserved and exercised; in particular, the Insured and/or their representatives/ agents are required:-

- (1) To claim immediately on the Carriers and the Port Authorities for any missing
- (2) To apply immediately for survey in the docks by Carrier's representative if any loss or damage be apparent and

- claim on the Carriers for any actual loss or damage found at such survey.
- (3) In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
  - (4) To give notice in writing to the Carriers' representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

**Note**

- (a) The consignees or their representatives/ agents are required to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.
- (b) Any claim under this Insurance should be submitted, without delay, together with all correspondence with Carriers or other parties involved.

**DOCUMENTATION OF CLAIMS**

To enable claims to be dealt with promptly, the Insured is advised to submit all available supporting documents without delay, including when applicable:

When the amount of claim has been established, send the following documents to the office of the insurance company located in the country where the loss was discovered. If there is no local office, send documents to HDFC ERGO General

**CONTACT US**

	<b>Within India</b>
Claim Intimation:	Customer Service No : 022 6234 6234 / 0120 6234 6234 Reimbursement Claim intimation: Visit <a href="http://www.hdfcergo.com">www.hdfcergo.com</a> - > Help -> Claim registration
Claim document submission at address	HDFC ERGO General Insurance Co. Ltd. Stellar IT Park, Tower-15th Floor, C - 25, Sector 62, Noida – 201301

**GRIEVANCE REDRESSAL PROCEDURE**

- i. If You have a grievance that You wish Us to redress, You may contact Us with the details of Your grievance through:

<b>Contact Points</b>	<b>First Contact Point</b>	<b>Escalation level 1</b>	<b>Escalation level 2</b>
Contacts us at	022 6234 6234 / 0120 6234 6234	NA	NA
Write to us at	<a href="mailto:care@hdfcergo.com">care@hdfcergo.com</a>	<a href="mailto:grievance@hdfcergo.com">grievance@hdfcergo.com</a>	<a href="mailto:cgo@hdfcergo.com">cgo@hdfcergo.com</a>
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai - 400 078.	Chief Grievance Officer, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West), Mumbai - 400 078.

- ii. If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of Ombudsman offices are mentioned below.

Insurance Company Limited in Mumbai:

- a. Claim bill in duplicate
- b. A copy of the bill of lading or other international carrier's receipt.
- c. A copy of the delivering carrier's receipt, if other than the above showing written exceptions.
- d. The original or certified copy, of the invoice, and all packing lists.
- e. The original copy of the Claim Representative's survey report. Copies of all written correspondence with the responsible carriers, port and customs authorities.

**RESOLUTION OF DISPUTES**

Any dispute concerning the interpretation of the terms, exclusions or conditions contained herein or in the clauses attached and agreed to by both the Insured and the Company to be subject to Indian Law.

**Arbitration - General Condition**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS**

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chattisgarh.</p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p><b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &amp; Following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>GUWAHATI - Shri Kiriti B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p><b>KOLKATA - Shri P. K. Rath</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW - Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai &amp; Thane.</p>
<p><b>NOIDA - Shri Chandra Shekhar Prasad</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE - Shri Vinay Sah</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>