|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  | | --- | --- | --- | | 1 | **PROTECTION AND INDEMNITY    1** |  | |  | 1.1 The Underwriters agree to indemnify the Assure 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 claims,demand,damages  and/or expanses, 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: | 12345 | |  | 1.1.1 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 8 of the Institute Time Clauses Hulls 1/10/83 with 4/4ths substituted for 3/4ths in line nos. 80, 81, 98 and 99 9 | 6,7,8,9 | |  | 1.1.2  Any attempted or actual  arising, 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 | 10,11,12 | |  | 1.1.3  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 | 13,14 | |  | 1.1.4    loss  of  life, personal  injury, illness or  payments  made  for  life  salvage | 15 | |  | 1.1.5    liability  under  Clause 1 (a)  of  the  current  Lloyd’s  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. | 16,17,18 | |  | 1.2    The  Underwriters  agree  to  indemnify   the  Assured  for  any  of  the  following  arising  from  an  accident  or occurrence during the period of this insurance: | 19,20 | |  | 1.2.1    the  additional  cost of  the  fuel, insurance, wages, stores, provision  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 | 21,22,23 | |  | 1.2.2    additional  expenses brought about by  the outbreak of infection disease on board the Vessel or ashore | 24 | |  | 1.2.3    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. | 25 26 27 28 | |  | 1.2.4    the  expenses  of  the  removal  of  the  wreck of  the Vessel  from  any  place  owned, leased or occupied  by the Assured | 29 30 | |  | 1.2.5    Legal  cost  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. | 32 33 | |  | **EXCLUSIONS** |  | |  | 1.3    Notwithstanding   the  provisions  of  Clauses  1.1  and  1.2  this  Clause  1  does  not  cover any liability cost or expense  arising  in respect of | 34 35 36 | |  | 1.3.1    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 | 37 38 39 40 | |  | 1.3.2    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 | 41 42 43 | |  | 1.3.3    punitive or exemplary damages, however described | 44 | |  | 1.3.4    cargo  or  other  property  carried,  to  be  carried or  which  has  been  carried  on   board  the Vessel  but  this  Clause  1.3.4  shall  not  exclude  any  claim in  respect  of  the  extra  cost  of removing  cargo from the  wreck  of  the Vessel | 45 46 47 | |  | 1.3.5    property, owned by the builders or repairers or for which they are responsible, which is on board the    48 Vessel | 48 | |  | 1.3.6    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 | 49  50 | |  | 1.3.7    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 | 51 52 53 | |  | 1.3. 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 | 54 55 | |  | 1 3. 9    fines or penalties arising from overloading or illegal fishing | 56 | |  | 1.3.10    pollution  or   contamination  of  any  real  or personal  property  or thing whatsoever (This Clause 1.3.10 shall not exclude any amount recoverable under Clause 1.1.5) | 57 58 | |  | 1.3.11    Genera l average,  sue  and  labour  and  salvage charges ,  salvage, and/or collision liability to any extent that   they  are  not recoverable  by  reason  of the agreed value and/or the amount insured in respect of  the Vessel  being  inadequate 1.3.12    earthquake or volcanic eruption | 59 60 61 | |  | 1.4    PROVIDED ALWAYS THAT     1.4.1    prompt  notice  must  be  given  to  the  Underwriters  of  every  casualty event or claim upon the Assured which  may give  rise  to a  claim  hereunder an  of every  even t or  matter which may cause the Assured to incur liability cost or expense for which he may be insured hereunder.  1.4.2    the  Assured  shall  not  admit  liability  for  or settle any   claim for  which  he may be insured hereunder without the prior written consent of the Underwriters. | 62 63 64 65 66 67 68 | | 2 | **LIMITS** |  | |  | 2.1 Where  the  Assured or the Underwriters  may  or  could have limited their liability  the indemnity under this insurance in respect  of  such liability  shall not exceed Underwriters’ proportionate part of the amount  of such limitation.     2.2  In no case shall be Underwriters’  liability under this insurance exceed  their  proportionate  part  of  the  amount  insured  hereunder in respect of each separate accident  or  occurrence  or  series  of  accidents arising      out of  the same event. | 69 70 71 72 73 74 75 | | **3** | **DEDUCTIBLES** |  | |  | 3.1  Notwithstanding   the  provisions  of   Clause   1  no  claim  shall  be  payable  under  this  insurance  unless  such  claim,  or  the  aggregate  of  all  such  claims  arising  out  of  each  separate  accident  or  occurrence, exceeds ……………………………………………………………………………in  which  case  this  sum shall be deducted. 3.2    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.  3.3    Interest  in  recoveries  shall  be  apportioned  between the  Assured  and  the  Underwriters,  taking  into account the  sum   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. | 76 77 78 79 80 81 82 83 84 85 | | **4** | **NAVIGATION** |  | |  | The  Vessel has  leave to dock  and  undock,  to  go  into  graving  dock,  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 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  without  the  prior  written agreement of the Underwriters.This  Clause  4  shall  not exclude customary towage in connection  with  loading and  discharging. | 86 87 88 89 90 91 92 | | **5** | **TERMINATION** |  | |  | This Clause  5 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  5.1  change   of   the  Classification  Society  of  the  Vessel, or  change,  suspension,  discontinuance, withdrawal   or   expire   of   her  Class   therein.  However   where  such change,  suspension,  discontinuance  or   withdrawal  of   her   Class  has  resulted   from  loss  or  damage  covered  by  clause  6  of   the  Institute  Time  Clauses  –  Hulls 1/10/83  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.  5.2    any    change,   voluntary   or   otherwise,  in  the  ownership  of  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 at sea. | 93 94 95 96 97 98 99 100 101 102 103 104 105 | | **6** | **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  immediate  after  receipt  of  advices  and  any amended   terms  of  cover  and  any  additional  premium  required  by  them  be  agreed. | 106 107 108 109 | | **7** | **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  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. | 110 111 112 113 114 | | **8** | **DUTY OF ASSURED** |  | |  | It  is  a  condition   of   this  insurance  that  the  Assured and   their  servant  and  agents  take  such  measures  as  may  be reasonable   for   the   purpose  of   averting  or  minimising  a   loss  which  would  be   recoverable  under  this  insurance | 115 116 117 | | **9** | **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  5  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. | 118 119 120 121 | | **10** | **WAR, STRIKES, MALICIOUS ACTS AND NUCLEAR RISKS PARAMOUNT EXCLUSION** |  | |  | In   no  case  shall  this  insurance  cover  liability  cost  or  expense  arising as  a  result  of  the operation  of  one or more  of the following perils:    10.1    war   civil  war  revolution  rebellion  insurrection,  or  civil  strife  arising  therefrom, or any hostile  act  by or   125 against a belligerent power  10.2    capture   seizure   arrest  restraint  or  detainment (barratry and piracy excepted), and  the  consequences   thereof or any attempt thereat 10.3    derelict mines torpedoes bombs or other derelict weapons of war 10.4    Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions 10.5    Any terrorist or any person acting from a political motive 10.6    the  use  of  any  weapon  of   war,  or  the  detonation of  an  explosive,  by  any  person  acting  maliciously   or from  a  political  motive 10.7    any  weapon  of  war  employing  atomic or  nuclear  fission and/or  fusion  or  other  like  reaction or radioactive force or matter | 122 123 124 125 126 127 128 129 130 131 132 133 134 135 | |