

## Protection Indemnity War Risks & Strikes Clause

- I. 1. It is further agreed that this Insurance is extended to cover in full such claims for Protection and Indemnity
  - 1.1 as per clauses or conditions of the Marine Protection and Indemnity Insurance and/or Entry (with any Llyod's Underwriters, Companies or Protection and Indemnity Associations) in connection with the insured Vessel as are excluded or otherwise are not and/or may not be recoverable under such Insurance and/or Entry by reason of
    - 1.1.1 any clause or clause therein excluding capture, seizure, arrest, restraint or detainment or the consequences thereof or any attempt thereat, hostilities, warlike operations or the consequences thereof whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, mines, torpedoes, bombs or other engines of war, piracy, strikes, lockouts, political or labour disturbances, riots, civil commissions, military or usurped power or acts of person acting maliciously, or any of them, or
    - 1.1.2 any conditions therein stating that the insured Vessel shall be deemed to be entered in a "War Risks" Association"; or
  - 1.2 that result from the perils enumerated in the attached War and Strikes Clauses and sabotage and vandalism; or
  - 1.3 as are or would be absolutely or conditionally recoverable under the conditions of entry in the United Kingdom Mutual War Risks Association Limited (as set forth in the Appendix detailing Protection and Indemnity cover, Liabilities and Expenses Insured under the Rules of the said Association current at inception of this insurance).
2. In the event that Protection and Indemnity Liability is not insured against marine perils, this Insurance shall be construed as if such marine liability had been covered by the United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited.
- II. Should the Insurance and/or club entry for Protection and Indemnity risks in connection with the insured vessel omit and/or exclude any of the protection granted absolutely or conditionally by entry against all Protection and Indemnity risks with the United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited then for the purpose of this insurance such omitted and/or excluded protection shall be deemed to be included in such insurance and/or club entry.
- III. This insurance is also to cover liability for contractual repatriation expenses of any crew member as a result of any of the risks set forth in the preceding clauses.
- IV. Claims for which these Underwriters are liable under these clauses shall not be subject to any deduction and/or franchise (nor to any deduction and/or franchise contained in the clauses and conditions referred to in Clause I and II above).
- V. The liability of Underwriters under these clause in respect of any one accident or series of accidents arising out of the same casualty shall be limited to the total sum

insured in respect of Hull and Machinery of said vessel by the policy to which these clauses are attached, but including costs as below in addition.

- VI. These Underwriters agree to accept the same percentage interest under these clauses as accepted on Hull War Risks.
- VII. Should the Vessel at the natural expire time of this policy be at sea, and provided the Automatic Termination and Cancellation Clauses in the Hull War Risk Policy have not by that time been brought into operation, this insurance shall be extended, provided previous notice be given to the Underwriters, at a premium to mutually agreed until Midnight G.M.T. of the day on which the vessel is moored at the next port to which she proceeds and for 24 hours thereafter.
- VIII. This Protection and Indemnity insurance shall terminate automatically at the same time as the Hull Insurance against War Risks and upon the terms and conditions provided for in the Automatic Termination and Cancellation Clauses of the Hull War Risk Policy.
- IX. Notwithstanding the provisions of clause 8, in the event of loss or shipwreck of the vessel from any cause prior to the natural expire time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters until the crew shall be either discharged or landed at a port or place to which the owners or charters are required to bring them.
- X. Underwriters hereunder agree to waive any right they may have to disclosure of the terms of the insurance and/or club entry against protection and Indemnity risks.
- XI. Any costs incurred, with the consent of the majority (in amount) of the Underwriters hereunder, in determining the liability of the Assured to any third party or of any third party (which expression shall include any other Underwriters) to the Assured or the Underwriters hereunder shall be payable by the latter without regard to any sum which may or may not be payable hereunder.
- XII. Seaworthiness admitted.