

**SALIENT FEATURES OF INTERNATIONAL HULL CLAUSES (01/11/03) AND OTHER HULL FORMS**

*This document lists certain provisions of the International Hull Clauses (01/11/03) and also certain provisions appearing in the Institute Time Clauses - Hull (01/10/83), the Norwegian Plan of 1996 (2003 version), the American Institute Hull Clauses (June 2, 1977, the French Hull Form (2002), the Swedish Hull Conditions (2000) and the DTV Clauses (1984\*).*

***THIS DOCUMENT IS IN CONSTANT EVOLUTION No reliance should be placed on this document, which is prepared solely for descriptive purposes. This document does not and is not intended to provide legal advice as to the meaning of any provision nor as to any issue of market practice. It is not and is not intended to be used as an aid to construction or interpretation of the meaning of any provision. In each case, reference must be made to the precise provisions of each of the hull forms in question (and the commentary in the case of the Norwegian Plan) and the applicable law.***

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<p><b>1 – General</b> English law and practice and exclusive English jurisdiction</p>	<p>English law and practice, and exclusive English jurisdiction where written on MAR 91 form</p>	<p>Norwegian law and exclusive Norwegian jurisdiction (where risk led in Norway) (para 1-4)</p>	<p>Silent on applicable law</p>	<p>Preamble – French Law  The insurers may only be sued before the Tribunal de Commerce of the place where the leading insurer's insurance market is situated.</p>	<p>Swedish Law by Arbitration (Clause 44)</p>	<p>126. German Law Applicable German Law shall apply to the relations between the parties, but Statute Law shall apply to marine insurance only in so far as the statutes are binding and unalterable. 127. Jurisdiction Difference between the parties to an insurance contract shall be settled exclusively before the Court of Underwriters' legal domicile. If, however, the insurance contract was concluded by an Agent at Underwriters' or the Agent's branch office, and such office is domiciled outside the jurisdiction of the court of Underwriters' main domicile, then the contract shall also come under the jurisdiction of the Court of the branch office.</p>

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<p><b>2 – Perils</b></p> <p>Tried and tested named perils (perils of the sea, fire, explosion etc), plus “<i>due diligence</i>” perils of latent defect, crew negligence etc.</p> <p>Cover for accidents in loading etc and contact with satellites etc no longer subject to due diligence proviso.</p> <p>Cover for common costs given at 50% where loss/damage caused by burst boiler, broken shaft or latent defect</p> <p>Optional Additional Perils Cover (see 41 below) gives cover for costs of correcting the latent defect and repairing the burst boiler/broken shaft and the remaining 50% of common costs</p>	<p>Named perils as IHC-03, but cover for accidents in loading etc and contact with satellites etc subject to due diligence proviso (cl 6).</p> <p>No express provision for treatment of common costs. Adjusting practice.</p>	<p>Cover for all damage, less express exceptions which include piracy and mutiny (paras 10-4 and 12-3 to 12-5). Losses attributable to contamination not recoverable unless preventative measures taken within 3 months (para 12-5(f))</p> <p>Burden of proving loss and its extent rests with Assured (para 2-12).</p> <p>Where damage caused by error in design or faulty material, Underwriters not liable for costs of renewing or repairing the parts “not in proper condition” unless they were approved by class (para 12-4)</p> <p>Common expenses apportioned on basis of cost of each class of work unless time related (para 12-14).</p>	<p>Named perils (but piracy excluded). Cover for accidents in loading etc, explosions and contact with aircraft etc subject to due diligence proviso (lines 70-74).</p> <p>Cover for damage caused by burst boilers and latent defect excludes cost and expense of repairing or replacing the defective part (lines 79-80)</p>	<p>Cover for all damage (Art 1.1), less express exclusions (Art 3).</p>	<p>All Risks cover (Clause 5) less express exclusions (Clause 7)</p> <p>When the Insured claims indemnity on account of a casualty, he must prove that the damage is recoverable and also prove its extent. It is the duty of the Insured to provide the Insurer as soon as possible with all the documents and information which may be of importance for ascertaining the Insurer's liability and which can reasonably be obtained. Furthermore, the Insurer or the person nominated by the Insurer shall always be afforded access to the Vessel in order to conduct the supplementary inspections and examinations that the Insurer considers necessary for assessment of the case.</p>	<p>All marine risks with some named perils. But excluding maritime lien and delay. Machinery cover includes latent defect, error or defect in construction and breakage of shaft.</p>

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<p><b>3 – Leased equipment</b></p> <p>Cover for equipment not owned by the Assured, but for which the Assured is responsible given as standard</p>	<p>No standard cover</p>	<p>Cover given as standard (para 10-1)</p>	<p>Cover given as standard (lines 18-19 and lines 114-116)</p>	<p>Not covered as standard ?</p>	<p>Covered as per Clauses 1 The insurance covers the Vessel as well as spare parts on board. The insurance also covers such equipment and spare parts for the Vessel on board which belong to the Insured or which the Insured has borrowed, hired or purchased under a sale agreement with a reservation of title. Parts of the Vessel, her equipment and spare parts are covered by the insurance also during the period when these objects have been temporarily removed from the Vessel on account of loading, discharging, repairs or refitting and reconstruction provided that the objects are to be put on board again before sailing.</p>	<p>Article 4 DTV Appurtenances and Installations Appurtenances are included in the insurance even if these are not the property of the Assured.</p>
<p><b>4 – Parts taken off</b></p> <p>Cover for parts taken off the vessel given as standard</p>	<p>No standard cover</p>	<p>Cover given as standard for equipment temporarily ashore (para 10-2)</p>	<p>No standard cover</p>	<p>Covered 1.1 &amp; 7.2 (if owned by the Assured).</p>	<p>Clause 1 The insurance also covers parts of the Vessel, her equipment and spare parts which are removed from the Vessel for repairs on account of a casualty, provided that the objects are put back on board the Vessel within a reasonable time.</p>	<p>Article 5 DTV Interests whilst temporarily removed ashore are covered.</p>

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<p><b>5 – Pollution hazard</b></p> <p>Covers loss and damage caused by governmental authority to prevent pollution and environmental damage/threat, consequent upon damage to the vessel for which Underwriters liable</p>	<p>Cover does not extend to governmental authority action to prevent damage/threat to environment (cl 7)</p>	<p>Measures taken by a state power to avert or minimise damage to the vessel only are covered, provided that the risk of damage is caused by an insured peril (para 2-8).</p>	<p>Cover does not extend to governmental authority action to prevent damage/threat to environment (lines 87-91)</p>	<p>Not covered (Art 3-3°al 3)</p>	<p>Not Covered (Clause 7-3°)</p>	<p>Article 18. DTV This insurance includes loss of or damage to the vessel directly caused by any governmental authority acting under the sovereign power to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from a peril covered under this policy, provided such act of governmental authority has not resulted from want of due diligence by the Assured whilst preventing or mitigating such hazard or threat.</p>
<p><b>6 – 3/4<sup>th</sup> RDC</b></p> <p>Cover for 3/4<sup>th</sup> of insured value in respect of legal liability arising on a collision. Cover for legal costs limited to 25% of the insured value (save where agreed). Pollution exclusion does not extend to other vessel or property on other vessel nor to an Art 13(1)(b) salvage award.</p> <p>Optional 4/4<sup>th</sup> and FFO cover (see 37/38 below).</p>	<p>Cover for 3/4<sup>th</sup> of insured value in respect of legal liability arising on a collision. Cover for legal costs - no express limit. Pollution exclusion does not extend to other vessel or property on other vessel. Silent on Art 13(1)(b) salvage award. No optional 4/4<sup>th</sup> and FFO cover</p>	<p>4/4<sup>th</sup> and FFO standard (para 13-1)</p>	<p>Cover for 4/4<sup>th</sup> of insured value in respect of legal liability arising on a collision. Cover for legal costs where the majority of Underwriters (in amount) consent (agreed value). Pollution exclusion does not extend to other vessel or property on other vessel. Silent on Art 13(1)(b) salvage award (lines 158-184) No optional FFO cover.</p>	<p>4/4<sup>th</sup> and FFO standard (Art 1-2°) Cover for legal costs limited to the Vessel's insured value <i>Pollution exclusion does not extend to other vessel or property on other vessel</i></p>	<p>4/4<sup>th</sup> and FFO standard (Clause 5-d and 5-e) Cover for legal costs limited to the Vessel's insured value</p>	<p>4/4<sup>th</sup> RDC. Plus contact with fixed and floating objects. Not subject to policy deductible.</p>

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<p><b>7 – Sistership</b></p> <p>Where sister ships collide or one salves another, liability determined by mutually agreed arbitrator</p>	<p>As IHC-03. (cl 7)</p>	<p>Insurer is liable as if salvage performed by a third party (para 10-11)</p>	<p>Liability to be determined by mutually agreed arbitrator or failing such agreement, by 3 arbitrators (lines 124-127 and 171-175)</p>	<p>If the insured vessel collides with a vessel owned by the assured or receives salvage services from such vessel, the indemnity payable by the insurers shall be adjusted as if the vessels belonged to different shipowners. The same applies if the vessel comes into contact with property or installations belonging to the assured. In the absence of an agreed settlement between the insurers and the assured, liability for collision or payment for salvage services shall be determined by a sole arbitrator in accordance with the provisions of the Nouveau Code de Procédure Civile (Livre IV) or, in the case of failure to agree on a sole arbitrator, by the Chambre Arbitrale Maritime de Paris. (Article 26).</p>	<p>Not Available</p>	<p>Article 34.2 DTV With regard to Underwriters' indemnity payment in cases of salvage, assistance and third party liability claims, vessels and other property of the Assured will be treated as being the property of a third party.</p>

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<p><b>8 – GA and Salvage</b></p> <p>Cover for vessel's proportion of salvage, salvage charges, general average.</p> <p>No reduction where the vessel is underinsured.</p> <p>Pollution exclusions do not extend to Art 13(1)(b) award or expenses under Rule XI(d) of York Antwerp Rules 1994</p> <p>Optional GA Absorption clause (BIMCO) (see 40 below)</p>	<p>Claims subject to reduction for underinsurance. Silent on pollution. (cl 11)</p> <p>No optional GA Absorption clause</p>	<p>Cover for contribution due on interest insured and on freight at risk and owned by Assured. No reduction where vessel is underinsured (para 4-8).</p> <p>GA Absorption provision (para 4-8)</p> <p>Losses recoverable without application of any deductible.</p>	<p>Claims subject to reduction for underinsurance. Silent on pollution. (lines 120-123 and 128-133)</p> <p>No optional GA Absorption clause</p>	<p>Cover for vessel's proportion of salvage, salvage charges, general average (Art 1-3°)</p> <p>Claims subject to reduction for underinsurance (Art 22 and 25)</p> <p>GA Absorption provision (Art 22 al 3) as standard (see 40 below)</p>	<p>Cover for vessel's proportion of salvage, salvage charges, general average (Clause 5-b)</p> <p>No reduction for under insurance (same clause)</p>	<p>GA covered and not subject to deductible.</p>

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<p><b>8-1 GA on ballast</b></p>	<p>10.3</p> <p>When the vessel sails in ballast, not under charter, the provisions of the YORK ANTWERP rules, excluding 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 th vessel at the 1<sup>st</sup> port or place thereafter other than a port of refuge or a port or place of call for bunkering only. If at any such inetrmediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.</p>	<p>4.11 Assumed GA</p> <p>The insurer is liable for loss incurred for the purpose of saving a ship in ballast or completing a voyage in ballast provided that he would have been liable for the ship's proportion of such costs in accordance with the GA adjustment under YORK ANTWERP rules</p> <p>However,, crew's wages and maintenance in accordance with rule XI (b) of the YORK ANTWERP rules are not recoverable for the time spent on permanent repairs. Commission, costs and interests are recoverable under Paar 4-3 et 5-4.</p>	<p>Principe Jurisprudentiel – n'est pas expressément indiqué sur l'imprimé.</p> <p>POTTER v/ OCEAN INS Co :</p> <p>Le terme avarie commune s'oppose à celui d'avarie particulière et signifie « sacrifice volontaire pour le bénéfice commun de l'expédition » et non pas perte involontairement éprouvée.</p> <p>Il faut prendre en compte le fait que l'acte est fait pour le bénéfice de tous les intérêts concernés par le voyage, sans considérer qui contribuera à l'indemnité.</p> <p>On peut par ailleurs considérer que les assureurs corps sont un intérêt qui bénéficie du sacrifice et doivent donc y contribuer.</p> <p>La législation US prend donc en compte la nature de l'acte et non pas la pluralité d'intérêts dans l'expédition.</p> <p><u>Attention</u> cependant : lorsqu'une police American Institute Time clause est souscrite en prévoyant que ses clauses doivent être interprétée selon la loi Anglaise, il n' y a pas de possibilités de règlements d'avaries communes dans ce cas précis car la loi Anglaise exige qu'il y ait plusieurs intérêts pour le règlement d'avarie commune.</p>	<p>ARTICLE 23 - Sailing in ballast</p> <p>When the vessel sails in ballast and there is no other contributory interest the provisions of article 2 apply to expenses and sacrifice which would have had the nature of general average if the vessel has been carrying cargo.</p>	<p>Loss incurred for the purpose of completing a voyage in ballast or for saving the ship when carrying no cargo to the extent that the loss should have been made good in GA had the ship carried cargo ; however, wages and maintenance during the time for permanent repairs are not recoverable nor are expenses in substitution for such disbursements (Clause 5-c)</p>	<p>35.3 DTV</p> <p>If the vessel sails without cargo or with owner's cargo's only, the policy conditions in respect of the GA as well as the YORK ANTWERP rules 1974 with the exception of rules XX and XXI (interests et commission special ) shall apply accordingly.</p>

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<p><b>9 – Sue and labour</b></p> <p>Duty of Assured to sue and labour and cover for charges properly and reasonably incurred.</p> <p>No reduction where the vessel is underinsured</p>	<p>Claims subject to reduction where underinsurance (cl 13)</p>	<p>No reduction where vessel underinsured (para 4-8) Losses recoverable without application of any deductible.</p>	<p>Claims subject to reduction where underinsurance (lines 144-157)</p>	<p>The assured must take all reasonable care to ensure the safety of the vessel. He must take all reasonable measures to safeguard the vessel from an insured peril or to minimise the consequences of such peril (Article 11 et 12) Assured covered for expenses reasonably incurred to save the vessel from an insured peril or to minimise such a peril (Article 1-3) Amount covered limited to the agreed value</p>	<p>Covered under Clause 5-f and Clause 6</p>	<p>32. Sue and Labour Charges, Particular Charges (1) Underwriters are liable for : 1. such expenses incurred by the Assured at the time of the occurrence for the purpose of averting or minimizing loss or damage as he could deem imperative; 2. such expenses as the Assured made at the time of the occurrence upon the request of Underwriters; 3. the cost of ascertaining and assessing loss or damage for which Underwriters are liable, provided and in so far as these could be deemed imperative in the circumstances; Underwriters are not liable, however, for fees paid to experts and advisers or to other persons unless the employment of such persons was agreed in the insurance contract or requested by Underwriters.</p>
<p><b>10/11 – Navigation</b></p> <p>Navigating provisions no longer expressed as warranties. Rather, Underwriters not liable during period of breach. Cover resumes post breach.</p>	<p>Navigating provisions expressed as warranties and Underwriters possibly off risk from the moment of breach, even if breach corrected (cl 1)</p>	<p>A deduction of one-fourth of the claim applies when damage sustained in a conditional trading area (beyond ordinary limits) and no notice has been given (para 3-15).</p>	<p>Navigating provisions (lines 59-69)</p>	<p>The vessel is covered everywhere within the geographical limits of the policy whether in use, moored, laid up or under repair, and whether floating or in dry dock. Article 4 et 5 (forbidden areas)</p>	<p>Clause 8 – Vessel covered within the limits mentioned in the insurance contract with exception mentioned in this clause (Clause 8-a to 8-f).</p>	<p>Subject to European or World-wide Trading Area limitations (Article 7 DTV)</p>



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<p><b>12 - Continuation</b></p> <p>Cover to next port in good safety at pro rata monthly premium continues where vessel in distress/missing (at sea) or in distress (in port) and where notice given as soon as possible</p>	<p>Cover to port of destination at pro rata monthly premium continues where vessel at sea or in distress or at a port of refuge or call and where previous notice given to Underwriters (cl 2)</p>	<p>Where, upon expiry, insured damage necessitates repair, insurance is extended to mooring at first place where permanent repairs can be effected and during repairs carried out there (para 10-10).</p>	<p>Cover to port of destination at pro rata monthly premium continues where vessel at sea or in distress or at a port of refuge or of call and where previous notice given to Underwriters (lines 23-24)</p>	<p>if at expiry of the policy the vessel is under repair for damage covered by the policy or is on a voyage and suffering from such damage, cover under this policy is extended at a pro rata daily additional premium until either the repair or the voyage is completed (whichever shall first occur). Article 6</p>	<p>Clause 3</p> <p>The commencement and termination of the insurance contract is determined in accordance with the date and the time that the parties have agreed. All times stated are computed according to UTC. If no points in time have been stated in the contract, the commencement date is computed to start at UTC 00.00 on the commencement date stated in the contract and ends UTC 24.00 on the date when the contract terminates.</p> <p>In the event of such a disappearance as is referred to in Clause 24.2, where the insurance period expires before the right to indemnity arises, the insurance is extended to apply until the point in time at which such right arises. The right to an additional premium is governed by Clause 14.</p>	<p>Article 67. DTV Continuation of Cover under a Voyage Policy</p> <p>(1) In the event of the vessel arriving at destination in a damaged condition, and Underwriters being liable for the damage, the cover shall remain in force until the completion of the repair. If repair is unduly delayed by the Assured the cover shall terminate at the time when the repair would have been completed without such delay (...) Underwriters are entitled to an additional premium in consideration of the longer duration of the cover (...)</p> <p>68. Continuation of Cover under a Time Policy</p> <p>Where under a time policy the vessel on the stipulated expiry of the insurance is at sea the cover shall continue until the time when the cover would end, in accordance with sections 66 and 67, at the next port of destination (...). If the cover is continued Underwriters are entitled to an additional premium in consideration of the longer duration of the voyage; if the vessel is missing, they are entitled to the premium until the vessel is presumed lost according to section 72 below.</p>

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<p><b>13 – Class/ISM</b></p> <p>Vessel must be classed (and comply with class recommendations as to seaworthiness) with an agreed society and must hold valid DOC and SMC. Automatic termination, save where the vessel at sea or loss of class etc results from insured loss/damage</p>	<p>Automatic termination on change/loss of class save where the vessel at sea etc or loss of class etc results from insured loss/damage (cl 4)</p>	<p>Automatic termination on change/loss of class save where the vessel at sea (para 3-14). Underwriters not liable where loss has resulted from breach of a “safety regulation” and the assured responsible for the infringement (para 3-25)</p>	<p>Automatic termination on change/loss of class save where the vessel at sea etc (lines 196-209)</p>	<p>The assured must immediately disclose any change in the vessel's flag or classification society and any alteration, cancellation or withdrawal of her class (Art 8-3). The assured undertakes to comply, by the dates required by the vessel's classification society, with any recommendations, requirements or restrictions imposed by that society, which relate to vessel's seaworthiness (article 9-1) Non-compliance with the duties listed above may lead, according to the particular circumstances to cancellation of the policy at three days' notice or proportionate reduction of the indemnity.</p>	<p>Vessel must be classed and must comply both with regulations issued by supervisory authorities and the Classification Society (Clause 11-1).</p>	<p>No standard class requirement but subject to Alteration of risk wording and requirement that the ship not put to the sea in an unseaworthy state</p>

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<p><b>14 - Management</b></p> <p>Automatic termination on change of ownership, sailing on scrap voyages. Duty to comply with statutory requirements, failing which Underwriters not liable for causative failures.</p>	<p>Automatic termination on change of ownership etc. Cover on scrap voyages reduced to scrap value, although claims for RDC/GA at original insured value (cl 4, cl 1)</p>	<p>Automatic termination on change of ownership (para 3-21)</p>	<p>Automatic termination on change of ownership etc (lines 196-209)</p>	<p>Article 17-7 to 17-9 If the vessel is subject to public sale or bareboat charter, the policy terminates automatically with effect from the date of sale or charter. If the vessel or at least half the interest insured is sold the policy is terminated from the date of sale unless there is prior agreement to the contrary. If the vessel is chartered other than on a bareboat basis, this policy continues unless otherwise agreed and subject to an additional premium if required.</p>	<p>Not Found</p>	<p>Termination in case of change of management, sale of ship (Article 12 DTV)</p>
<p><b>15 - Deductibles</b></p> <p>Deductibles apply to all claims except for a total loss and sighting the bottom in certain circumstances. Aggregating provision for heavy weather, ice damage and cargo lightening (where permitted).</p> <p>Optional AMD.</p> <p>No deductible for claims under optional GA Absorption clause.</p>	<p>As IHC-03, but no lightening provision (cl 12)</p>	<p>No lightening clause. AMD (para 12-16)</p>	<p>As IHC-03, but no lightening provision (lines 29-35)</p>	<p>Settlement is made without deductible in case of total loss or abandonment. All other indemnities due in respect of a single event are settled after deduction of the amount indicated in the schedule attached to the policy. Article ? Surveyors' and average agents' fees and expenses, as provided in article 18, are fully recoverable from the insurers (Article 19).</p> <p>Optional AMD as per particular condition.</p> <p>No lightening clause.</p>	<p>Deductible as agreed by the parties (Clauses 38). Ice Damage Deduction (Clause 34) and Machinery Damage Deduction (Clause 35) are possible. Non cumulation of deduction as per Clause 36;</p>	<p>Deductible negotiated on basis of an agreed flat monetary figure. No deductible for total loss.</p>

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<p><b>16 – New for old</b></p> <p>Claims payable without deduction on the basis of new for old</p>	<p>As IHC-03 (cl 14)</p>	<p>Restoration to condition prior to occurrence of damage (para 12-1), not necessarily 'new for old' in all circumstances (see Commentary)</p>	<p>As IHC-03 (line 111)</p>	<p>Restoration to condition prior to occurrence of damage (Art 20-1), not necessarily 'new for old' in all circumstances</p>	<p>Not Found</p>	<p>No deduction (Article 28 DTV) Deductions in respect of loss or damage specified in Article 75, Section 3, Subsection 1 and Article 76, Sections 1-8, ADS, will not apply.</p>
<p><b>17 – Bottom treatment</b></p> <p>No cover for scraping, gritblasting, painting the vessel's bottom, save for damaged/disturbed areas. Cover extended to anti-fouling coating</p>	<p>As IHC, but no cover for anti-fouling coatings (cl 15)</p>	<p>Cover for bottom painting to damaged areas only (see Commentary)</p>	<p>No claim allowed in respect of painting or scraping the vessel's bottom (line 113)</p>	<p>Article 20-8° : For special expenses in respect of the ship's bottom, shall only be payable by insurers, as proved by receipted invoices, the expenses incurred for supplying and applying anticorrosion layer, first coats of primer, top anti-fouling paints and self-polishing coats to the underwater surfaces of the vessel, when such repairs are allowed as partial average. When as a consequence of a particular average, the vessel must stay in dry-dock for so long a period that the above-mentioned layers lose their efficiency, half of those special expenses incurred in respect of the vessel's bottom should be allowable in particular average for half of their amount.</p>	<p>Clause 7.7 The Insurer is not liable for: a) expenses for painting bottom outside an area affected by a casualty; e) damage to zinc anodes, magnesium anodes etc. fitted for protection against corrosion, unless the objects were torn away through external force;</p>	<p>Article 29 DTV. Bottom Painting Underwriters will indemnify the costs of painting caused by the insured damage. The costs of scraping and toxic painting shall be paid in proportion to the time, which corresponds to the remaining period of the paint's durability.</p>

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<p><b>18 – Wages and maintenance</b></p> <p>No cover for wages and maintenance, other than in GA or whilst vessel underway to repair port or on trial trips</p>	<p>As IHC-03 (cl 16)</p>	<p>No cover for wages/maintenance during period of repair, unless specially agreed (para 12-5(a)). Cover during period of removing vessel for repair (para 12-13)</p>	<p>As IHC-03 (lines 107-110)</p>	<p>Crew wages and maintenance are not for insurers' account except as specified below. (Art 20-2) When the vessel stays-.at a port of refuge waiting for spare parts essential to enable the voyage to continue, crew wages and maintenance are for insurers' account while such spare parts are in transit.(Art 20-5). Cover during period of removing vessel for repair (Art 20-6).</p>	<p>Insurers are not liable of wages and maintenance of crew and similar expenses connected with the running of the Vessel except when allowed in General Average and the cases referred in Clause 30 (Clause 7.5-a).</p>	
<p><b>19 – Agency commission</b></p> <p>No cover for time and trouble to supply information or documents</p>	<p>As IHC-03 (cl 17)</p>	<p>Silent</p>	<p>Silent</p>	<p>Silent</p>		

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<p><b>20 – Unrepaired damage</b></p> <p>Measure of indemnity is the lesser of depreciation in market value or costs of repair</p>	<p>As IHC-03 (cl 18)</p>	<p>Claims only recoverable where damage unrepaired at time of sale and limited to reduction in proceeds attributable to damage (para 12-2)</p>	<p>Diminution in actual market value demonstrated by Assured at date of expiry of policy (lines 117-119)</p>	<p>Not covered (Art 20-1). Insurers are liable only for the cost as proved by receipted invoices</p>	<p>Indemnity for unrepaired damage is not payable, unless the Insurer has agreed that repair is not to be effected or unless the Insured proves that on the sale of the Vessel he has suffered a loss on account of the damage. However, the indemnity is limited to such repair, which is requested by the Vessel's Classification Society. Thus indemnity for unrepaired damage is not payable if the Vessel is sold for breaking up or for other purpose for which the damage is of no consequence (Clause 32).</p>	<p>Article 75(5) ADS If the Assured has a legitimate interest, and if there are important reasons for which he cannot be called to account, he may declare immediately after his claim has been ascertained that he will not have his vessel repaired. He must disclose his reasons. The sale of the vessel before the beginning of the repair is to be deemed an important reason unless the insurance contract has been assigned to the buyer. The liability of Underwriters in such case is governed by the ascertained amount of damage. From such amount the deduction "new for old" and "salvage" shall be made (vide para (3)).</p>

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>21 – Constructive total loss</b></p> <p>CTL payable where costs of repair/recovery exceed 80% of the insured value</p>	<p>CTL payable where costs of repair/recovery exceed 100% of the insured value (cl 19)</p>	<p>CTL payable where there is condemnation and costs of repair exceed the higher of 80% of the insured value or the value of the ship post repair, to be assessed on the basis of market value, when the assured makes request for condemnation (para 11-3)</p>	<p>CTL payable where costs of repair/recovery exceed 100% of the insured value (lines 134-143)</p>	<p>CTL payable where costs of repair/recovery exceed 100% of the insured value (Article 21-2).</p>	<p>Clause 26. The Insured is entitled to indemnity as for total loss (constructive total loss), when the Vessel has so extensive damage due to casualty that the repair costs amount to at least 80 per cent of the agreed insured value of the Vessel. When determining whether the Insured is entitled to indemnity for constructive total loss, such unrepaired casualty damage is also to be taken into consideration, as have occurred and have been reported to the Insurers concerned and surveyed by them in the course of the last three years prior to the casualty giving rise to the request for indemnity. Costs of repairs includes all costs of removal to the place of repair and of repair, though not salvage remuneration. Clause 26-2 and 26-3 to follow.</p>	<p>CTL judged on basis of “unfitness for repair” based on 100 % of the hull value.</p>
<p><b>22 – Freight waiver</b></p> <p>If Underwriters admit a total loss, they shall make no claim to freight, whether NoA given or not</p>	<p>As IHC-03 (cl 20)</p>	<p>Silent</p>	<p>As IHC-03 (lines 140-141)</p>	<p>Silent</p>		

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>23 – Assignment</b></p> <p>Underwriters will recognise an assignment of or interest in the insurance or in any monies payable under it, in certain circumstances</p>	<p>As IHC-03 (cl 5)</p>	<p>Where there is a change of ownership, the assured may transfer claims for known damage to the new owner (para 12-2)</p>	<p>No specific provision, but anyone other than the Owner claiming under the policy cannot recover more than if the Owner had claimed as assured (lines 4-5)</p>	<p>?</p>	<p>Clause 43 Where the insured Vessel is mortgaged to a third party, the insurance is valid also for the benefit of the Mortgagee but does not in relation to the Insurer provide more extensive rights for the Mortgagee than for the Insured.</p>	
<p><b>24 – Disbursements warranty</b></p> <p>Certain additional insurances are permitted by Underwriters</p>	<p>Sets out additional insurances permitted (cl 21)</p>	<p>Hull Interest Insurance (Disbursements) permitted up to 25% of Insurable value (para 14-9).</p>	<p>Sets out additional insurances permitted (lines 210-238)</p>	<p>Sets out additional insurances permitted (Article 7-3) with Insurer's consent.</p>		



IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>25 – Cancelling returns</b></p> <p>If the insurance is cancelled by agreement, Underwriters will pay pro-rata monthly net premium, provided there has not been a total loss.</p> <p>Lay-up returns are optional under clause 39</p>	<p>Cancelling and lay-up returns given (cl 22)</p>	<p>Lay-up returns subject to negotiation (para 6-6)</p>	<p>Cancelling and lay-up returns given (lines 40-54)</p>	<p>Cancelling and lay-up returns given (Article 17-10 to 17-12) and 16 (lay-up returns).</p> <p>Premium for the whole period of cover is due in case of total loss or abandonment recoverable under the policy. If total loss or abandonment is not so recoverable, the premium is due proportionately to the time on risk until total loss or notice of abandonment, but subject to a minimum payment of three months' premium.</p> <p>Premium is refunded in case of total loss, sale or bareboat charter of the vessel before attachment; if the contract is broken before such attachment by the assured for any other reason, insurers are entitled to payment of half the agreed premium up to a maximum of 0,50 % of the sum insured. (Article 15-5 and 15-6)</p>		<p>Lay-up returns allowable for ships in safe port subject to a 14 day franchise. Differing returns for ships under repair, without cargo and those with cargo and under repair.</p>
<p><b>26 – Separate insurances</b></p> <p>Where more than one vessel insured, each vessel deemed to be separately insured</p>	<p>No standard provision</p>	<p>Silent</p>	<p>No standard provision</p>	<p>Silent, except for collision. And salvage (Article 26).</p>		

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>27 – Several liability</b> Underwriters' obligation several, not joint</p>	No standard provision	Customary for each Underwriter to issue a separate policy to the Assured.	No standard provision	Insurers are liable only for their own respective proportion of the sum insured and have no joint liability with any other insurers (Article 28).		Article 9.1 DTV : For insurances written by more than one Underwriter, each individual Underwriter is always liable only for his own proportion and not jointly.
<p><b>28 – Affiliated companies</b> Underwriters waive rights of subrogation against affiliated companies in certain circumstances</p>	No standard provision	Silent	Underwriters waive rights of subrogation against affiliated companies in certain circumstances (lines 6-8)	Silent		
<p><b>29 – War and Strikes</b> Exclusions for war and strikes losses</p>	Exclusions for war and strikes losses (cl 23-24)	War perils (which include piracy and mutiny) insured separately (paras 2-8 and 2-9)	Exclusions for war and strikes losses (and piracy) (lines 239-246 and lines 249-253)	War, strikes, lockouts and other similar events excluded (art 3-1-9 to 3-1-12)	Excluded as per Clause 7-1-b to 7-1-f	Not covered but conventional War & Strikes cover can be added. Basic cover includes piracy.
<p><b>30 – Terrorists, political motive and malicious acts</b> Exclusions for loss by terrorists, political motive and malicious acts (any weapon)</p>	Exclusions for loss by terrorists, political motive and malicious acts (any weapon of war) (cl 24-25)	Separately insured as war perils (para 2-9)	Malicious acts exclusion (lines 247-248)	Exclusions for loss by terrorists, political motive, etc (art 3-1-9 to 3-1-12)		
<p><b>31 – RACE, Chem/Bio</b> Exclusion for loss by certain radioactivity, nuclear weapons and chemical/biological weapons</p>	Nuclear exclusion (cl 26), but RACE CL 356 and Chem/Bio CL 365 frequently incorporated.	Release of nuclear energy excluded (para 2-9).	Nuclear exclusion (line 244), but Extended Radioactive Contamination Exclusion clause (March 1, 2003) and Chemical, Biological, Bio-chemical, and Electromagnetic Exclusion clause (March 1, 2003) frequently incorporated	Exclusion for loss by certain radioactivity, nuclear weapons. General exclusion for weapons includes chemical/biological weapons. Article 3-1 8° et 3-1 13°		

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>32/33 – Navigating limits</b></p> <p>The vessel shall not enter, navigate or remain in certain areas, between certain times. Not expressed as warranties. Bering Sea Transit cover free.</p>	<p>No standard provision, but Institute Warranties (01/07/76) frequently incorporated. Expressed as warranties. Bering Sea Transit has to be specifically agreed</p>	<p>Trading limits as per the Appendix. Insurance ceases when vessel enters an excluded area and resumes when vessel leaves excluded area (para 3-15)</p>	<p>No standard provision, but American Institute Trade Warranties (July 1, 1972) frequently incorporated. Expressed as warranties. Bering Sea Transit has to be specifically agreed.</p>	<p>The vessel shall not enter, navigate or remain in certain areas, between certain times (Article 5)</p>	<p>The vessel shall not enter, navigate or remain in certain areas, between certain times (Clause 8)</p>	<p>See navigation above 10/11</p>
<p><b>34 – Recommissioning</b></p> <p>As a condition precedent to Underwriters' liability, survey required and conditions to be complied with where vessel laid up for 6 months</p>	<p>Silent</p>	<p>Silent</p>	<p>Silent</p>	<p>Silent</p>		

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>35 – Premium payment</b></p> <p>Premium must be paid within 45 days of inception (or by instalment), otherwise Underwriters may cancel on 15 days notice to the Assured, via the broker</p>	<p>No standard provision, but LSW 3000 frequently incorporated</p>	<p>Premium must be paid within 14 days, otherwise Underwriters may cancel (para 6-2). Interest due on late payment.</p>	<p>Premium due on and must be paid within 30 days of attachment, otherwise Underwriters may cancel on 10 days notice to the Assured or broker (line 37 and lines 55-58)</p>	<p>Premium must be paid within 30 days of inception (or by instalment), otherwise Underwriters may cancel on 8 days notice to the Assured. The Assured can pay the premium in four quarters (if required before the attachment of the policy. Articles 15-1 to 15-3</p>	<p>Clause 14 Premium shall be paid quarterly in advance. In the event of delay with payments of the premium, the Insurer is entitled to debit interest for delay Additional premium if the insurance is prolonged after termination of the insurance period Where there is an increase of the risk during the insurance period for which the Insurer accepts responsibility, he is entitled to an additional premium. Where the Insurer pays indemnity for total loss or pays the amount insured in accordance with Clause 6,2, he is entitled to credit the whole premium agreed.</p>	<p>8 Premium Payment 8.1 The premium is to be paid in advance for each 3 months' period. 8.2 Additional premiums shall be paid together with the following quarterly instalment. 8.3 The discount is 7.5 %. The premium must be received by Underwriters within 10 days after commencement of the 3 months' period. If the payment is effected through a broker, the premium must be received by him within the above mentioned period and must be passed on immediately, but it must be received by Underwriters within further seven, days at the latest.</p>
<p><b>36 – Contracts (Rights of Third Parties) Act 1999</b></p> <p>Subject contrary provision, only the assured may enforce benefits under the policy</p>	<p>No standard provision</p>	<p>Insurance may be effected for the specific benefit of a named third party (para 8-1)</p>	<p>No standard provision, but see 23 above</p>	<p>?</p>		
<p><b>37 – Optional FFO cover</b></p> <p>Fixed and floating cover given as optional</p>	<p>No standard provision</p>	<p>Standard provision</p>	<p>No standard provision</p>	<p>Standard provision</p>	<p>Standard Provision</p>	

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<b>38 – Optional 4/4<sup>th</sup> cover</b> 4/4 <sup>th</sup> RDC given as optional	No standard provision	Standard provision	See 6 above	Standard provision	Standard Provision	
<b>39 – Optional lay-up returns</b> Lay-up returns given as optional	See 25 above	Lay-up returns are subject to negotiation (para 6-6)	See 25 above	See 25 above		
<b>40 – Optional GA Absorption</b> GA Absorption clauses (based on BIMCO) given as optional. Includes cover for special charges and claims payable without deductible	No standard provision	Standard cover up to an agreed amount but does not include special charges (para 4-8)	No standard provision, but	Standard cover up to an agreed amount (1 % of the Insured value with a maximum of EUR 60 000)		No standard Absorption clause.
<b>41 – Optional Additional Perils</b> Additional perils cover given as optional, to include the common costs not covered for burst boilers or latent defect, where loss/damage caused. Cover also included for costs of repairing burst boiler and correcting the latent defect, where loss/damage caused. Cover also given for loss or damage caused by any accident or by negligence, incompetence or error of judgment of any person. Cover subject to due diligence proviso.	No standard provision, but Institute Additional Perils Clause (01/10/83)	See 2 above	No standard provision, but AHIS Liner Negligence clause (June 2, 1977). Excludes costs of repairing or renewing any part condemned solely as a result of latent defect, wear and tear, gradual deterioration or fault or error in design or construction.	Additional perils cover given as optional in additional clauses (I to XI)		

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>42 – Leading Underwriters</b></p> <p>Leading Underwriters authorised to agree claims on behalf of slip followers</p>	<p>No standard provision</p>	<p>Claims leader named on slip may bind co-insurers (para 9-1) provided settlements in accordance with insurance conditions (para 9-9)</p>	<p>No standard provision</p>	<p>Claims leader named on slip may bind co-insurers (Article 28-2)</p>		<p>Article 9 DTV Agreements between the leading Underwriter and the Assured are binding upon the co-insurers. The same applies to the settlement of claims and recovery actions.</p> <p>The leading Underwriter is also authorized, on behalf of the co-insurers, to sign mortgage clauses and pledging notices as well as to issue guarantee declarations in accordance with Clause 24.</p> <p>Notifications any declarations of legal intent received by the leading Underwriter shall be deemed to have also been received by the co-insurers.</p> <p>The leading Underwriter is authorised by co-insurers to conduct legal proceedings on their behalf.</p>
<p><b>43 – Notice of Claims</b></p> <p>Must be given within 180 days of the Assured, Owners or Managers becoming aware of loss, damage, liability or expense which may result in a claim, failing which Underwriters not liable (unless agreed to the contrary)</p>	<p>Notice to be given prior to survey and to the nearest Lloyd's Agent (cl 10)</p>	<p>Notice must be given within 6 months of Assured, master, chief engineer becoming aware of a casualty and within 2 years of the casualty other than for underwater damage (para 5-23)</p>	<p>Prompt notice (and where possible prior to survey) to be given in the event of any accident or occurrence which could give rise to a claim (lines 92-94)</p>	<p>Prompt notice (and where possible prior to survey) to be given in the event of any accident or occurrence which could give rise to a claim (Article 13)</p> <p>the assured must proceed with a joint survey of damage with insurers' representatives within sixty days of the accident at the latest, if damage occurs at a port this period is reduced to fifteen days.</p>		<p>Notice of claim to be submitted within 15 months of the termination of the insurance (excluding GA).</p>

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>44 – Tender Provision</b></p> <p>Underwriters may take tenders or require tenders to be taken, plus allowance pro rata of 30% per annum of insured value given for delays caused by Underwriters' requirements</p>	<p>As IHC-03 (cl 10)</p>	<p>Assured has choice of repair yard, but Underwriters' liability reduced to amount of lowest adjusted tender plus 20% of the insured value per annum (para 12-12)</p>	<p>As IHC-03 (lines 95-103)</p>	<p>Assured has choice of repair yard but Underwriters may require tenders to be taken. In case of failure, the indemnity can be reduced of 25 % (Article 20-3)</p>	<p>28.2 Insurer may request tenders to be invited from those shipyards that he considers suitable. If the procurement of repair tenders involves loss of time exceeding ten days computed from the receipt to acceptance of tenders, the Insured will compensate for the loss of time during the excess period up to 20% per annum computed on the insured value of the Vessel. When comparing tenders received, the expenses for moving the Vessel, where such expenses come into question, shall be added to the tender sums. The Insured is entitled to limit its liability to an amount comprising the lowest tender received together with any moving expenses with a supplement of 20% per annum computed on the insured value of the Vessel, for the period, that is saved for the Insured by acceptance of another tender. If the Insured has reasonable cause to object to repair being conducted at a particular shipyard that has submitted a tender, he is entitled to request that the tender in question should not be taken into account.</p>	<p>Insurers retain the right in veto Insured's choice of repairer. Allowance of 30 % per annum of hull value given for delays caused by Insurer's insistence on alternative tenders. Non co-operation by insured to 15 % settlement penalty.</p>

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>45 – Duties of the Assured</b></p> <p>Sets out the duties of the Assured in relation to claims and the consequences of any attempt to mislead the Underwriters</p>	<p>No standard provision</p>	<p>Assured to provide information required by the Underwriters. Underwriters not liable where the Assured has acted fraudulently (para 5-1)</p>	<p>No standard provision</p>	<p>Article 8 : The assured must disclose, <b>on concluding the contract of insurance</b>, all circumstances of which he is aware that would influence the insurers in assessing the risks to be covered, and must disclose to the insurers, <b>as soon as he is himself aware of them</b>, circumstances affecting the risk which occur during the time of the insurance.</p> <p>Article 11 : The assured must take all reasonable care to ensure the safety of the vessel. He must take all reasonable measures to safeguard the vessel from an insured peril or to minimize the consequences of such peril +Article 12.</p>	<p>Clause 23 regarding the duties of the Assured in relation with measures to be taken in case of Casualty.</p> <p>Clause 9 regarding the duty of disclosure of the conclusion of the insurance contract.</p> <p>Clause 10 regarding the duty of disclosure during the insurance period.</p>	<p>Shipowner expected to take action to protect the ship from further loss or damage following a casualty. Recovery subject to deductible.</p>
<p><b>46 – Duties of the Underwriters</b></p> <p>Sets out the duties of the Underwriters in relation to claims, to include the agreement of adjusters and undertakings to give prompt consideration to payments on account and to respond within 28 days of a final adjustment</p>	<p>No standard provision</p>	<p>Underwriters to issue an adjustment as promptly as possible (para 5-2) and to make payments on account unless they have reasonable doubts as to liability (para 5-7)</p> <p>Adjustment issued by Underwriters but Assured may demand consideration of claim by a Norwegian average adjuster (para 5-5)</p>	<p>No standard provision</p>	<p>Article 27-1 All loss or damage for insurers' account are payable thirty days after presentation of all relevant evidence to the bearer of such evidence and of this policy, without power of attorney being required.</p>		



IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>47 – Provision of security</b></p> <p>Underwriters will give due consideration to providing security in an appropriate form.</p>	<p>No standard provision</p>	<p>Underwriters not obliged to provide security (para 5-12)</p>	<p>No standard provision</p>	<p>No standard provision</p>	<p>Clause 46</p> <p>The Insurer is only liable to provide security to release or prevent arrest of the Vessel, property or assets of the Insured if the Insured can show that the claim causing the arrest is covered by the liability of the Insurer under the insurance. When such liability has been shown to exist, the Insurer has a reasonable time at his disposal to provide satisfactory security.</p> <p>The obligation of the Insurer to provide guarantees is limited to an amount corresponding with the proportion that has been insured under this insurance. When the Insurer provides security, without any obligation to do so, the Insured shall reimburse any cost or loss arising therefrom.</p> <p>The main Insurer is entitled to charge 1 % in commission on the amount of any guarantee issued.</p>	<p>Article 24 DTV. Bail</p> <p>If the Assured is under obligation to provide security for an insured loss, or if the provision of security for such a loss is necessary in order to prevent impending arrest, Underwriters will undertake to issue a guarantee in accordance with the conditions of the policy or to pay the required amount to be deposited.</p>

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>48 – Payment of claims</b></p> <p>Claims payable to the loss payee or the Assured</p>	<p>Silent</p>	<p>Claims payable 6 weeks after adjustment is or should have been issued (para 5-6). Provision for interest.</p>	<p>Claims payable to loss payee or order or to opposing vessel in a collision or to those who provided security in salvage cases (lines 9-13)</p>	<p>All loss or damage for insurers' account are payable thirty days after presentation of all relevant. Article 27-1</p>	<p>Clause 42 When the Insurer has received the required documents and information, he must submit his calculation of the indemnity to the Insured within fourteen days if the indemnity is for total loss, and otherwise within three months thereafter. If a dispute arises that is referred to an Average Adjuster in accordance with Clause 44, indemnity is paid within fourteen days after the average statement has acquired legal force or, if it is appealed against, within one month after the court's judgment has acquired legal force. The Insurer is entitled to set off any claim due from the Insured against such advance payment, indemnity or refund of premium as the Insured is entitled to receive from the Insurer.</p>	

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<p><b>49 – Recoveries</b></p> <p>The Assured shall assess recoveries and keep Underwriters advised. Underwriters will contribute to costs. Recoveries split pro-rata insured/uninsured losses.</p>	<p>No standard provision, save that recoveries credited first to Underwriters (cl 12).</p>	<p>Recoveries split between underwriters and assured pro-rata (para 5-13).</p>	<p>No standard provision</p>	<p>Not specifically mentioned.</p>	<p>Clause 47 Where the Insurer pays indemnity to the Insured or to the injured party, he is subrogated to the Insured's rights against third parties. The Insurer is also entitled to collect the recovery amount arising from such recourse claim and also pursue such subrogation action in its own name at court. Where the Insurer recovers from a third party a net amount in excess of the indemnity paid by him to the Insured with addition of interest, the Insured is entitled to the surplus. Where the Insured by an agreement which cannot be considered as customary in the particular case, has relinquished wholly or partly his rights against a third party, the Insurer is released from liability to a corresponding extent. The Insurer has a right of subrogation against the Insurer for reasonable payments made by the Insurer on behalf of the Insured outside the scope of the insurance.</p>	<p>Not specifically mentioned.</p>
<p><b>50 – Dispute Resolution</b></p> <p>Optional reference of disputes to ADR/mediation</p>	<p>No standard provision</p>	<p>Assured has right to demand that claim submitted to a Norwegian average adjuster (para 5-5)</p>	<p>No standard provision</p>	<p>Article 28-3 + mediation clause.</p>	<p>Swedish Law by Arbitration (Clause 44)</p>	<p>No standard provision</p>

IHC (01/11/03)	ITC-Hulls (01/10/83)	Norwegian Plan of 1996 (v. 2003)	AIHC (June 2, 1977)	French Hull 1/1/2002	Swedish Hull Conditions 2000	DTV Clauses
<p><b>51 – Time Bar</b></p> <p>Claims under a contract of Insurance are founded on simple contract and have a limitation period of six years. The Unfair Contract Term Acts 1977 does not extend to insurance contract.</p>	<p>Claims under a contract of Insurance are founded on simple contract and have a limitation period of six years. The Unfair Contract Term Acts 1977 does not extend to insurance contract.</p>	<p>§ 5-24. Limitation</p> <p>The assured's claim for compensation becomes time-barred after three years. The limitation period commences at the end of the calendar year during which the assured acquired the necessary knowledge of the facts on which the claim is based. The claim becomes time-barred in any event at the latest ten years after the end of the calendar year during which the casualty took place.</p> <p>Under a liability insurance, the insurer's liability nevertheless does not become time-barred before the time when the claim against the assured becomes time-barred.</p> <p>In all other respects the rules contained in the Limitations Act of 18 May 1979 no. 18 shall apply. The limitation period stipulated in the first sub-paragraph, third sentence, may not be extended under section 10 of the said Act.</p>	<p>A marine insurance Contract is maritime and laches applies. The period commences to run from the date of the breach of the contract.</p>	<p>Art 28-4 Any actions under this insurance policy shall be barred at the end of two years</p>	<p>To avoid losing his rights, an Insured who intends to claim indemnity must notify the Insurer of his claim in writing within six months after becoming aware that a claim can be made. All rights to indemnity lapse after ten years from the date when the claim arose, whether or not the Insured had by then become aware of his claim.</p> <p>Where the Insurer has requested the Insured in writing to submit his claim to an Average Adjuster for decision within a certain time not less than six months from receipt of the request, and the Insured has not complied with the request, he loses all rights to indemnity.</p>	<p>Chapter XI – 48 ADS Prescription</p> <p>All claims under an insurance contract become timebarred after 5 years. The period of prescription begins at the end of the year in which the insurance expired or during which the loss of an overdue vessel is presumed in accordance with section 72.</p>