

POLLUTION HAZARD CLAUSE

In consideration of premium paid it is understood and agreed that, subject to the terms and conditions of this policy, this insurance also covers loss of or damage to the vessel directly caused by government authorities acting for the public welfare 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 policy, provided such act of governmental authorities 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. Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they hold shares in the vessel.

POLLUTION HAZARD CLAUSE

Subject to the terms and conditions of this Policy, this insurance covers physical loss of or physical damage to the subject matters insured directly caused by any governmental body, agency or regulatory or other lawfully constituted authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting from damage to the subject matters insured for which the Underwriters are liable under this Policy provided such act of governmental body, agency or regulatory or other lawfully constituted authority has not resulted from want of due diligence by the Assured to prevent or mitigate such hazard or threat. Underwriters hereby waive their rights of subrogation against such governmental body, agency or regulatory or other lawfully constituted authority.

SC819

POLLUTION HAZARD CLAUSE (Netherlands)

Subject to the terms and conditions of this policy, this insurance covers loss or damage to the Vessel directly caused by any governmental authority acting under the powers vested in them 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 Policy, 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. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

SC820

POLLUTION HAZARD CLAUSE (Restricted Terms) (Netherlands)

Subject to the terms and conditions of this policy, this insurance covers Total Loss (Actual, Constructive, Arranged or Compromised) of the Vessel directly caused by any governmental authority acting under the powers vested in them to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel caused by a peril covered by this policy, 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. Masters, Officers, Crew or Pilots not to be considered Owners within the meaning of this clause should they hold shares in the Vessel.

POLLUTION INCLUSION ENDORSEMENT

Notwithstanding the relevant exclusion of the institute Clauses for Builders' Risks 1/6/88 this insurance is extended to cover the Insured's legal liabilities for personal injury and/or property damage as a result of sudden accidental discharge, emission, spillage or leakage upon or into the seas waters land or air of oil, petroleum products, chemical or other substances of any kind or nature whatsoever, provided always that this clause will in no case insure any liability which the insured may become legally liable to pay in consequence of, with respect to, or arising out of :

1. contractual or assumed liability
2. any loss of use or any consequential loss
3. fine penalties of any kind whatsoever
4. punitive or exemplary damages
5. the provision of any Federal, State or local legislation regulating or controlling the discharge, spillage, emission or leakage of oil or any other substance into navigable waters or elsewhere and/or the removal and/or liability for such discharge, spillage, emission or leakage. The phrase "Federal, State or Local legislation" will include laws or regulation of any foreign, national or political sub-division thereof and any treaty or convention.

Any provided further that such discharge, emission, spillage or leakage does not arise from willful negligence or willful misconduct by or within the privity and knowledge of the Insured.

This insurance is also extended to cover the costs of clean up and/or mitigation of a pollution hazard. In all respects this insurance remains unaltered.