

**Name of the Clause :** American Institute Lake Time Hulls

**Subject of the Clause :** Hull Coverage for the Great Lakes

**Category :** General Conditions

**Number :** 47V-12 or CI 191      **Date :** 1<sup>st</sup> March 1963

**Country :** United States      **Issued by :**

**Comments :**

**AMERICAN INSTITUTE  
LAKE TIME  
HULLS**  
March 1, 1963

To be attached to and form a part of Policy N° \_\_\_\_\_ of \_\_\_\_\_

Insuring.....  
.....

**FOR ACCOUNT OF THEMSELVES**

But subject to the provisions of this Policy with respect to change of ownership

Should the vessel be sold or transferred to other ownership or chartered on a bareboat basis or requisitioned on that basis, then, unless the Underwriters agree thereto in writing, this policy shall thereupon become cancelled from date of such sale, transfer, charter, or requisition ; provided, however, that in the case of an involuntary transfer by requisition or otherwise, without the prior execution of any written agreement by the Assured, such cancellation shall take place fifteen days after such transfer ; and

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provided further that, if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such cancellation shall be suspended until arrival at final port of discharge if with cargo or at port of destination if in ballast. This insurance shall not inure to the benefit of any such charterer or transferee of the Vessel, and if a loss payable hereunder should occur during such period of fifteen days the Underwriters shall be subrogated to all the rights of the Assured against the transferee, by reasons of such transfer, in respect to all or part of such loss as is recoverable from the transferee and in the proportion which the respective amounts insured bear to the insured value. A pro rata daily return of net premium shall be made. The foregoing provisions with respect to cancellation in the event of sale, transfer, charter or requisition shall apply even in the case of insurance "for account of whom it may concern".

Loss, if any, payable to.....  
.....  
.....or order.

Sum insured hereunder Dollars  
  
At and from the day of 19 time  
  
To the day of 19 time

Any mention of time in this Policy shall be taken as referring to Standard Time as defined by Federal Statute and, unless otherwise stated, as referring to such Standard Time in the place where the Policy is issued.

Upon the Hull, Tackle, Apparel, Furniture, Stores, Outfit, Fittings, Electric Light Plant including Dynamo, and also the Engines, Boilers and Machinery, of the good VESSEL called the or by whatsoever other name or names the said Vessels is or shall be named or called.

The said Vessel, for so much as concerns the Assured, by agreement between the Assured and Underwriters in this Policy, is and shall be valued as follows:

Hull, Tackle, Apparel, Furniture, Stores, Outfit, Fittings, Donkey Boilers,

Winches, Windlasses and steering gear \$ \_\_\_\_\_

Engines, Propeller Wheel or Wheels, Boilers and Machinery, Electric Light Plant

And Dynamo \$ \_\_\_\_\_ \$ \_\_\_\_\_

Without any further accounting to be given by the Assured to the Underwriters for the same.

The Underwriters to be paid in consideration of this insurance.....  
.....Dollars

Being at the rate of per cent payable in cash, and in case the said premium shall not be paid to these Underwriters within ninety days after the date of attachment of navigating insurance in force under this Policy, of before November first next succeeding the date of attachment if there be less than ninety days between date of attachment and such November first, this Policy shall automatically terminate upon such ninetieth day, at noon, or upon November first at noon,

as the case may be. Such proportional part of the premium, however, as shall have been earned up to the time of such termination shall thereupon remain and become immediately due and payable,

To return	{	Pro rata per cent, net of navigating and/or port risk rates for each uncommenced month if it be mutually agreed to cancel this Policy.		
		As follows for each period of 15 consecutive days of the navigation season the Vessel may be laid up in port and for which navigating premium has been paid viz :		Without cargo on board
			with cargo on board	
		1. Under repair	% net	% net
	2. Not under repair	% net	% net	
		For the purpose of this clause a Vessel loading or discharging cargo shall be considered as "with cargo on board".		
		Provided always : (a) that in no case shall a return be allowed when the within named Vessel is lying in a roadstead or in exposed an unprotected waters.		
		(b) that in the event of a return for special trade, or any other reason, being recoverable, the above rates of return shall be reduced accordingly.		
	}		And arrival	

In the event of the Vessel being laid up in port for a period of 15 consecutive days, a part only of which attaches to this Policy, it is hereby agreed that the laying up period, in which either the commencing or ending date of this Policy falls, shall be deemed to run from the first day on which the Vessel is laid up and that on this Underwriters shall pay such proportion of the return due in respect of a full period of 15 days as the number of days attaching hereto bear to fifteen.

Warranted by the Assured to navigate only the waters, bays, harbors, rivers, canals and other tributaries of the Great Lakes, not below Kingston or Cape Vincent, Lake Ontario.

Permission is hereby granted for the Vessel to carry grain without shifting boards on the Great Lakes. This privilege also applies to navigation on the St Lawrence River as far as permitted hereunder, but not below Quebec City.

Warranted that metal vessels shall not be engaged in navigation between November 30<sup>th</sup> midnight and April 15<sup>th</sup> midnight Central Standard Time, and wooden or composite vessels shall not be engaged in navigation between November 15<sup>th</sup> midnight and April 30<sup>th</sup> midnight, Central Standard Time, but in the event of the Vessel being on a voyage at midnight the 30<sup>th</sup> November day of November, Central Standard Time (if a metal vessel) or at midnight the 15<sup>th</sup> day of November Central Standard Time (if a wooden or composite vessel), this Policy to continue at pro rata of the season rate until arrival at destination, provided notice thereof be given by the Assured to the Agents of the Underwriters prior to midnight of the 30<sup>th</sup> day of November, Central Standard Time (if a metal vessel) or midnight of the 15<sup>th</sup> day of November, Central Standard Time (if a wooden or a composite vessel), the term "voyage" as used in this clause being intended to mean only a continuous trip from one port of loading to one port of discharge ; or in case of the Vessel going light, a continuous trip from her port of departure to a port of loading, call or otherwise ; and any breach of this warranty shall vitiate this insurance during the continuance of such breach only.

It is hereby understood and agreed that in consideration of additional premium at rates specified below, Steel Vessels (and iron Vessels below Port Huron only) are held covered but not beyond the expiration date of this Policy if navigating between noon, April 1<sup>st</sup> and midnight, April 15<sup>th</sup>, Central Standard Time ; also between midnight, November 30<sup>th</sup> and midnight, December 27<sup>th</sup>, Central Standard Time ; but warranted by the Assured that notice in writing be given by the Assured to the Agents of the Underwriters prior to the commencement of any navigation specified below ;

Navigation between noon, April 1<sup>st</sup> and midnight, April 15<sup>th</sup>, two times pro rata daily of the navigating rate from time of first sailing to midnight, April 15<sup>th</sup> .

Navigation after midnight, November 30<sup>th</sup>, held covered at the following multiples of pro rata daily of the navigating rates:

Between November 30 <sup>th</sup> , midnight and December 3 <sup>rd</sup> , midnight	pro rata daily
Between December 3 <sup>rd</sup> , midnight and December 6 <sup>th</sup> , midnight	2 times pro rata daily
Between December 6 <sup>th</sup> , midnight and December 9 <sup>th</sup> , midnight	3 times pro rata daily
Between December 9 <sup>th</sup> , midnight and December 12 <sup>th</sup> , midnight	4 times pro rata daily
Between December 12 <sup>th</sup> , midnight and December 27 <sup>th</sup> , midnight	5 times pro rata daily

In the event the Vessel is at sea on December 27<sup>th</sup>, midnight, extension into port held covered at rate to be agreed.

The above multiples shall apply each day or part thereof, between midnight, November 30<sup>th</sup>, Central Standard Time and date of arrival at final port of discharge ; provided, however, that should the Vessel be at sea at midnight, November 30<sup>th</sup>, in such event the above multiples shall become applicable as of midnight on the date of arrival at such port of destination ; provided, further, however, that in the event the Vessel arrives at such port of destination and departs on a post season sailing prior to midnight of the same day, the above multiples shall become applicable as of 12:01 A.M. of that day in lieu of which no charge for Extension into port shall be made for that day.

On trips light for lay-up, the above multiples shall apply for each 24 hours or part thereof between midnight of date of arrival at final port of discharge and date of arrival at port of winter lay-up, not exceeding, however, 7½% per lake, including connecting waters.

Sailing after December 12<sup>th</sup>, midnight, shall be subject to approval of the United States Salvage Association, Inc.

Warranted that the amount insured for account of the Assured and/or their managers, on Disbursements, Commissions, Freight, Chartered Freight, Anticipated Freight, Earnings, Hire, Profits on Time Charters, Charter for series of voyages, or similar interests however described, "policy proof of interest" or "full interest admitted", or on excess or increased value of Hull or Machinery, however described, shall not exceed in the aggregate 25 per cent, of the insured valuation of the Vessel as stated herein ; but the Assured may, in addition to the above, effect "policy proof of interest" or "full interest admitted" insurance on Premium (reducing or not reducing monthly) to any amount actually at risk.

Provided always that a breach of this warranty shall not afford the Underwriters any defense to a claim by mortgagees, or other third parties, who may have accepted this Policy without notice of such breach of warranty ; nor shall this warranty restrict the right of the Assured and/or their managers to inure in addition General Average and/or Salvage Disbursements whilst at risk.

Beginning the adventure upon the said vessel, as above, and so shall continue and endure during the period aforesaid, as employments may offer, in port and at sea, in docks and graving docks, on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever, under steam, motor power or sail ; with 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 if without the approval of Underwriters the

Vessel be towed, except as is customary or when in need of assistance, or undertakes towage or salvage services under a pre-arranged contract made by Owners and/or Charterers, the Assured shall pay an additional premium if required by Underwriters but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. The Vessel may also take in and/or retain cargo on board, and/or move in port as may be required during the winter season.

Touching the Adventures and Perils which the said Underwriters are content to bear do take upon themselves by this Policy, they are of the Inland Seas and Waters, Enemies, Pirates, Rovers, Thieves, Explosions, Collisions, Jettisons, Barratry of the Master or Mariners and all other like Perils, Losses and Misfortunes that they have or shall come to the hurt, detriment, or damage of said vessel or any part thereof ; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in the Policy or by endorsement.

And in case of any Loss or Misfortunes it shall be deemed lawful and necessary of the Assured, their factors, Servants and Assigns, to sue, labor and travel for, in, and about the Defense, Safeguard and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this Insurance ; to the Charges whereof the said Underwriters will contribute according to the rate and quantity of the sum herein insured. No abandonment shall in any case be effectual unless notice thereof be made in writing to the Agents of the Underwriters, nor unless the expense of recovering and repairing the Vessel, as finally established, exceeds the combined value of Vessel, etc., as stated herein. It is especially declared and agreed that no acts of the Underwriters or Assured shall be considered as a waiver or acceptance of the abandonment ; and that if the Underwriters undertake to salve the said Vessel (or to have her salved), they shall not thereby be deemed to have incurred any obligation to make repairs, but shall have the right to tender the Vessel back to the Assured at the conclusion of the salvage operations, if at that time it appears that the expenses incurred or to be incurred in recovering and repairing the Vessel does not exceed such combined value.

This insurance also specially to cover (subject to Average Warranty) loss of or damage to the subject matter insured caused by the following :

- Accidents in loading, discharging or handling cargo, or in bunkering ;
- Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons;
- Explosions on shipboard or elsewhere;
- Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull (excluding the cost and expense of replacing or repairing the defective part) ;
- Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;
- Contact with aircraft, rockets or similar missiles, or with any land conveyance;
- Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not Assured(s) hereunder;
- Negligence of Masters, Mariners, Engineers or Pilots;

Provided such loss or damage has not resulted from want of due diligence by the Assured, The Owners or Managers of the Vessel, or any of them. Masters, Mates, Engineers, Pilots or Crew not to be considered as part Owners within the meaning of this clause should they hold shares in the Vessel.

Warranted free from Particular Average under three per cent, or \$ 20,000., whichever is less, unless the Vessel is stranded, sunk, burnt, on fire, or in collision, or the damage be caused by contact with any substance other than water, but in the event of any claim under this Policy (other than a claim for Total Loss or Constructive Total Loss) the Underwriters to pay only the excess of \$500. each accident. For the

purpose of this Insurance each accident shall be treated separately, but it is agreed that a sequence of damages arising directly or indirectly from the same peril shall be treated as one accident.

Notwithstanding the foregoing clause and the Inchmaree Clause, the liability of Underwriters as regards claims arising from damage by ice whilst the Vessel is on voyage or moving in port (excepting claims for total or constructive total loss), shall be limited to the excess above either \$20,000. or three per cent of the insured value of the entire Vessel as stated herein, whichever is less, in respect of each accident as defined herein.

The warranty and conditions as to Average to be applicable to each voyage, a continuous trip from port of loading, to final port of discharge, or, in case of the Vessel going light, a continuous trip from port of discharge to port of loading, to constitute a voyage; but this clause in no way releases the Assured from liability to bear the first \$500 each accident.

Subject to the foregoing, Average payable on each valuation separately on the whole without deduction of thirds "new for old" whether the Average be Particular or General, so far as regards metal vessels, but on wooden and composite vessels one-third will be deducted.

Subject to the foregoing, General Average and all claims hereunder payable as per American Lake Adjustment, except that when the contract of affreightment provides otherwise, General Average, Salvage and Special Charges payable as provided in the contract of affreightment and in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same Owners or Charterers, it is hereby agreed that the value of such services (without regard to the common ownership of the Vessels) shall be ascertained by arbitration in the manner hereinafter provided for under "Collision Clause", and the amount so awarded, so far as is applicable to the interest hereby insured, shall constitute a charge under this Policy.

When the contributory value of the Vessel is greater than the valuation herein the liability of these Underwriters for General Average contribution (except in respect to amount made good to the Vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which these Underwriters are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this Policy shall be deducted from the amount insured hereunder and these Underwriters shall be liable only for the proportion which such net amount bears to the contributory value.

In the event of Total of Constructive Total Loss, no claim to be made by the Underwriters for freight, whether notice of abandonment has been given or not.

In no case shall Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the term covered by this Policy.

It is understood and agreed that the fees of the Assured, his Superintendent, and the Assured's Officers, Manager and/or other servants are not collectible under this Policy, except that in the event of loss or damage, where the Assured chooses not to employ an Owner's surveyor and uses his own Marine Superintendent, a reasonable fee will be allowed.

#### COLLISION CLAUSE

And it is further agreed that if the Vessel hereby insured come into collision with any other Ship or Vessel and the Assured or the Charterers in consequence thereof of the Surety for either or both of them

in consequence of their undertaking shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the Vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of the Underwriters on the hull and/or machinery, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance of sum payable by or the Assured or Charterers in consequence of such collision. Any claim hereunder shall be subject to a deduction of \$500, but in the event of claim under the Particular Average Clause also being involved with a collision liability claim in the same accident, only one deductible average of \$500 to apply.

And it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all question of responsibility and amount of liability as between the two vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Hull Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference. The terms of the United States Arbitration Act of 1925 to apply to such references, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding.

Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim being made by Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this Policy at the time of the collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover

It is also agreed that liability under the Collision Clause shall extend to collision with rafts.

#### NOTICE AND TENDER CLAUSE

In the event of accident whereby loss or damage may result in a claim under this Policy, immediate notice with such details as are available, followed by full and accurate details (such details shall in no event be delayed beyond thirty days after the accident), shall be given in writing by the assured to the United States Salvage Association, Inc, representing the Underwriters or surveyor appointed by the Underwriters in the stead, and when required by such Association and/or surveyor the Vessel shall be forthwith docked by the Assured for survey and/or repair. The place of repair shall be subject to approval of Underwriter's surveyor whenever such repairs are carried out. If to be repaired during Winter mooring period the Vessel shall be moored in a locality approved by the Underwriter's surveyor as suitable for the carrying out of such repairs. The Underwriters or their Surveyor may take or may require the Assured to take tenders for the repair of damage claimable under this Policy, and in cases

where a tender is accepted with the approval of Underwriters, the Underwriters will make an allowance at the rate of 30 per cent per annum on the insured value for the time actually lost in waiting for tenders.

No allowance shall be made for any time during which the Vessel is loading or discharging cargo or bunkering or taking in fuel.

Due credit shall be given against the allowance as above for any amount recovered:

- (a) in respect of fuel and stores and wages and maintenance of the Master, Officers and Crew of any member thereof allowed in General or Particular Average;
- (b) from third parties in respect of damages for detention and/or loss of profit and/or running expenses;

The logs books of the Vessel shall be properly kept, and shall contain full information of every disaster met with and shall be preserved at least from the time of the last drydocking and be at all times available for examination by the Underwriter's surveyor.

In the event of failure to comply with conditions of this clause 15 per cent shall be deducted from the amount of the ascertained claim.

#### LIMITATION OF DATE OF REPAIR OR CLAIM CLAUSE

Warranted by the Assured to have all repairs executed within fifteen months from the date of the accident, and claims presented to the Underwriters, within the same period, except Collision Liability and Salvage and General Average Claims.

#### COMPASSES CLAUSE

The representative of the Underwriters shall have the right to board the Vessel hereby insured at any time for the purpose of ascertaining whether the compasses are in order, and, if the Compasses are found to be out of order they shall immediately be adjusted at expense of the Owner.

#### WINTER MOORING CLAUSE

Warranted to have the Vessel insured under this Policy properly moored in a safe place and under conditions satisfactory to the representatives of the Underwriters.

Warranted no claim owing to Vessel being moored at a shoreside dock in the outer harbour of Buffalo between November 30<sup>th</sup> midnight and April 15<sup>th</sup> midnight, Central Standard Time, unless mooring specially approved by Underwriters, and warranted by the Assured that notice in writing be given by the Assured to the Agents of the Underwriters within twenty-four hours of arrival at such shoreside dock in the outer harbour of Buffalo, whereupon additional premium of 10c% shall immediately become due and payable. To return 2½c% for each month note entered upon, but in any event Underwriters to retain not less than 2½c%.

#### LEGAL REPRESENTATION CLAUSE

Two-thirds (in amount) of the Underwriters on Hull and Machinery shall have the option of naming the Attorneys who shall represent the Assured in the prosecution or defence of any litigation between the Assured and third parties concerning any claim, loss or interest covered by this Policy, and shall have the direction of such litigation.

Losses shall be payable within sixty days after proof of loss or damage covered by this Policy, and of the amount thereof, and of the interest of the Assured, shall have been made and presented at the Office of



these Underwriters, the amount of premium on this Policy, if unpaid, and all other indebtedness due these Underwriters being first deducted.

The terms and conditions of this form are to be regarded as substituted for those of policy form to which it is attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy.

**ANY CASUALTY TO BE IMMEDIATELY REPORTED TO THE UNITED STATES SALVAGE  
ASSOCIATION, INC,  
PARK BUILDING, 140 PUBLIC SQUARE, CLEVELAND, OHIO**

CL 191

**Unless physically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy :**

**FC. & S. Clause**

Notwithstanding anything to the contrary in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment or the consequences thereof or of any attempt thereat, or any taking of the Vessel by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise ; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets, or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any any authority maintaining naval, military or air forces in association with a power ; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection or civil strife arising there from, or piracy.

If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.