

INSTITUTE TIME CLAUSES
HULLS
1/10/1970

1 . It is further agreed that if the Vessel: hereby insured shall come into collision with any other vessel and the Assured shall in consequence thereof 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 for

- (i) loss of or damage to any Other vessel or property on any other vessel,
- (ii) delay to or loss of use of any such other vessel or property thereon, or
- (iii) general average of, salvage of. or salvage under Contract of, any such other vessel or property thereon,

the Underwriters will pay the Assured such proportion of three-fourths of such sum or sums so paid as their respective subscriptions here to bear to the value of the Vessel hereby insured, provided always that their liability in respect of any one such collision shall not exceed their proportionate part of three-fourths of the value of the Vessel hereby insured, and in cases in which, with the prior consent in writing of the Underwriters, the liability of the Vessel has been contested or proceedings have been taken to limit liability, they will also pay a like proportion of three-fourths of the costs which the Assured shall thereby incur or be compelled to pay; but when both vessels are to blame, then unless the liability of the Owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross-liabilities as if the Owners of each vessel had been compelled to pay to the Owners 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 or sum payable by or to the Assured in consequence of such collision.

Provided always that this clause shall in no case extend or be deemed to extend to any sum which the Assured may become liable to pay or shall pay for or in respect of :

- (a) *removal or disposal, under statutory powers or otherwise. of obstructions, wrecks, cargoes or any other thing whatsoever,*
- (b) *any real or personal property or thing whatsoever except other vessels or property on other vessels,*
- (c) *the cargo or other property on or the engagements of the Insured Vessel,*
- (d) *loss of life, personal injury or Illness.*

2. Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this Policy as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured; but in such cases the liability for the collision or the amount payable for the services tendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

3. (a) The Vessel is covered subject to the provisions of this Policy at all times and has 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 it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/or Charterers. This clause shall not exclude customary towage in connection with loading and discharging.

(b) In the event of the Vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a barge, lighter or similar harbour or inshore

craft) no claim shall be recoverable under this insurance for loss of or damage to the Vessel or any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the Vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.

4. Should the Vessel at the expiration of this Policy be at sea or in distress or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.

5. Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

6. If the Vessel is sold or transferred to new management then unless the Underwriters agree in writing to continue the insurance this Policy shall become cancelled from the time of sale or transfer, unless the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, in either of which cases such cancellation shall, if required, be suspended until arrival at final port of discharge if with cargo, or at port of destination if in ballast. A pro rata daily return of premium shall be made.

This clause shall prevail notwithstanding any provision whether written, typed or printed in the Policy inconsistent therewith.

7. This insurance includes loss of or damage to the subject matter insured directly caused by:

(a) Accidents in loading discharging or shifting cargo or fuel Explosions on shipboard or elsewhere

Breakdown of or accident to nuclear installations or reactors on shipboard or elsewhere

Bursting of boilers breakage of shafts or any latent defect in the machinery or hull

Negligence of Master Officers Crew or Pilots

Negligence of repairers provided such repairers are not Assured(s) hereunder

(b) Contact with aircraft

Contact with any land conveyance, dock or harbour equipment or installation

Earthquake, volcanic eruption or lightning provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

Masters Officers Crew or Pilots not to be considered as part Owners within the meaning of this clause should they hold shares in the Vessel.

8. General average and salvage to be adjusted according to the law and practice obtaining at the place where the adventure ends. as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to York-Antwerp Rules.

When the Vessel sells in ballast. not under charter, the provisions of the York-Antwerp Rules, 1950 (excluding Rules 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 the Vessel at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

9. (a) In the event of expenses being incurred pursuant to the Suing and Labouring Clause, the liability under this Policy shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this Policy is saved, the foregoing provisions shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.

(b) Where a claim for total loss of the Vessel is admitted under this Policy and expenses have been reasonably incurred in salving or attempting to salve the Vessel and other property and then are no proceeds, or the expenses exceed the proceeds, then this Policy shall bear its pro-rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel ; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount irrecoverable under this clause shall be reduced in proportion to the under insurance.

10. Average payable without deduction new for old, whether the average be particular or general.

11. In the event of a claim for loss of or damage to any boiler, shaft, machinery or associated equipment, arising from any of the causes enumerated in Clause 7(a). attributable in part or in whole to negligence of Master Officers or Crew and recoverable under this insurance only by reason of Clause 7 then the Assured shall, in addition to the deductible, also bear in respect of each accident or occurrence an amount equal to 10% of the balance of such claim.

This clause shall not apply to a claim for total or constructive total loss of the Vessel.

12. No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under the Running Down and Suing and Labouring Clauses) exceeds in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose shall be paid even if no damage be found. This paragraph shall not apply to a claim for total or constructive total loss of the Vessel.

Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due to one accident.

In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.

The expression "heavy weather" in the preceding paragraph shall be deemed to include contact with floating ice.

Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters. taking into account the sums paid by Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have Paid.

13. Grounding in the Panama Canal, Suez Canal, Manchester Ship Canal or its connections, River Mersey above Rock Ferry Slip, River Plate (above a line drawn from the North Basin Buenos Aires to the mouth of the San Pedro River) or its tributaries, Danube or Demerara Rivers or on the Yenikale Bar, shall not be deemed to be a stranding.

14. No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

15. No claim shall be allowed in particular average for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel from one port to another for repairs, or for trial trips for average repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

However, this Policy shall bear only that proportion of such wages and maintenance that the cost of repairs at the repair port recoverable under this Policy bears to the total cost of work done at the repair port.

16. In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent total loss sustained during the period covered by this Policy or any extension thereof under Clause 4.

17. In ascertaining whether the Vessel is a constructive total loss the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

No claim for constructive total loss based upon the cost of recovery and/or repair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value.

18. In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

19. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire. The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm. The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where a tender so taken is accepted with the approval of the Underwriters an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the despatch of the invitations to tender and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of the Underwriters' approval ,

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 or 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, for the period covered by the tender allowance or any part thereof.

Where a part of the cost of average repairs other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

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

20. Additional insurances as follows are permitted:

- (a) Disbursements. Managers' Commissions, Profits or Excess or increased Value of Hull and Machinery. A sum not exceeding 10% of the value stated herein.
- (b) Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, however described, under Section (a).
- (c) Freight or Hire, under contracts for voyage. A sum not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the sum permitted for insurance shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down

herein. Any sum insured under Section (b) to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.

(d) Anticipated Freight if the Vessel sails in ballast and not tinder Charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis of the current rate of freight at time of insurance plus the charges of insurance. Any sum insured under Section (b) to be taken into account and only the excess thereof may be insured.

(e) Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any sum insured under Section (b) to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned but the sum insured need not be reduced while the total of the surns Insured under Sections (b) and (e) does not exceed 50 Y. of the gross hire still to be earned under the charter. An insurance tinder this Section may begin on the signing of the charter.

(J) Premiums. A sum not exceeding the actual premiums or all interests insured for a period not exceeding 12 months (excluding premiums insured tinder the foregoing sections but including, if required the premium or estimated calls on any Club or War etc. Risk insurance) reducing pro-rata monthly.

(g) Returns of Premium. A sum not exceeding the actual returns which arc recoverable subject to 'and arrival' under any policy of insurance.

(h) Insurance irrespective of amount against :

Risks excluded by the free of Capture etc. Clause and risks enumerated in the Institute War and Strike Clauses.

Warranted that no insurance on any interests enumerated in the foregoing Sections (a) to (g) in excess of the amounts permitted therein and no other insurance P.P.I., F.I.A. or subject to any other like term, is or shall be effected to operate during the currency of this Policy by or for account of the Assured. Owners, Managers or mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach.

21. To return as follows:

per cent. net for each uncommenced month if this Policy be cancelled by agreement. and for each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed):

(a) per cent. net not under repair.

(b) per cent. net under repair

If the Vessel is under repair during part only of a period for which a return is claimable, the return payable shall be calculated pro-rata to the number of days under (a) and (b) respectively.

Provided always that

(i) in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters. or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non approved lay-up area

may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area

(ii) loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo

(iii) in the event of a return for special trade or any other reason being recoverable. the above rates of return of premium shall be reduced accordingly.

In the event of any return recoverable under this clause being based on 30 consecutive days which fall on successive policies, effected for the same Assured, this Policy shall only be liable for an amount calculated at pro-rata of the period rates (a) and/or (b) above for the number of days which come within the period of this Policy and to which a return is actually applicable. Such overlapping period shall run, at the option of the Assured, either from the first day on which the Vessel is laid up or the first day of a period of 30 consecutive days as provided under (a) or (b) or (i) above.

22. No assignment of or interest in this Policy or in any money & which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured. and by the assignor in the case of subsequent assignment, is endorsed on this Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder: but nothing in this clause is to have effect as an agreement by the Underwriters to a sale or transfer to new management.

Unless deleted by the Underwriters the following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

23. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in 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 authority maintaining naval, military or air forces in association with a power.

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

24. Warranted free from loss or damage liability or expense arising from :

- (a) the detonation of an explosive
- (b) any weapon of war

and caused by any person acting maliciously or from a political motive.

25. Warranted free from loss or damage liability or expense arising from any weapon of war employing atomic or nuclear fission &/or fusion or other like reaction or radioactive force or matter.