

**Loss of Charter Hire Insurance
Excluding War**

(ABS 1/10/83 Wording)

This insurance is subject to English law and practice

1. If in consequence of any of the following events:

- (a) loss, damage or occurrence covered by Institute Time Clauses-Hulls (1 /10/83) or Norwegian Hull Form or American Institute Hull Clauses (2nd June 1977),
(Option of clause to be exercised at inception)
- (b) breakdown of machinery, including electrical machinery or boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured,

occurring during the period of this insurance the Vessel is prevented from earning hire for a period in excess of days in respect of any accident, then this insurance shall pay of the sum hereby insured for each 24 hours after the expiration of the said days during which the Vessel is so prevented from earning hire for not exceeding a further days in respect of any one accident or occurrence (and not exceeding days in all during the currency of this Insurance (irrespective of the expiry date of this insurance)), provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this insurance.

- 2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the vessel becoming a Total Loss (Actual or Constructive).
- 3. In all cases where a recovery is obtained from third parties in respect of loss of earnings or demurrage such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.
- 4. Subject to current Institute Trading Warranties.
- 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. The expression 'one accident' shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses-Hulls (1/10/83).
- 7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.
- 8. It is understood and agreed that if the Vessel is prevented from earning hire on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total time that the Vessel is off hire shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.
- 9. Should the Vessel at the expiration of this insurance be at sea or in distress, or at port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata daily premium to her port of destination.
- 10. In the event of the Vessel named herein being sold or unchartered, other than by reason of Total or Constructive Total Loss of Vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata nett **monthly premium, provided there** are no claims on the Vessel during the currency of the insurance prior to cancellation. **In no other event shall there be any return** of premium. This clause shall prevail **notwithstanding any provisions whether written**, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.
- 11. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at **her next** port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause I of this insurance or which would be covered by an insurance of the Vessel subject to

current Institute War and Strikes Clauses Hulls-Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.

12. The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.
13. In no case shall this insurance cover loss damage liability or expense caused by
 - 13.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power.
 - 13.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
 - 13.3 derelict mines torpedoes bombs or other derelict weapons of war.
14. In no case shall this insurance cover loss damage liability or expense caused by
 - 14.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 14.2 any terrorist or any person acting from a political motive.
15. In no case shall this insurance cover loss damage liability or expense arising from
 - 15.1 the detonation of an explosive
 - 15.2 any weapon of warand caused by any person acting maliciously or from a political motive.
16. In no case shall this insurance cover loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

L.P.O. 455