

PASSAGE MONEY CLAUSES EXCLUDING WAR

(ABS 1.10.83 wording)

This insurance is subject to English law and practice

- 1 - Attachment date of insurance : --
- 2 - Schedule of cruise and/or cruises as attached.
- 3 - If in consequence of :
loss, damage or occurrence covered by Institute Time Clauses – Hulls- (1/10/83) or Norwegian Hull Form or American Hull Clauses (2nd June 1977)
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;
a cruise or cruises or part of a cruise or cruises as per schedule attached is or are cancelled or abandoned including specifically, failure of the Vessel to be at her place of delivery ready to embark passengers by the advertised date of the cruise, or in the event of the Vessel completing the cruise later than advertised, then this insurance shall indemnify the Assured or of such reasonable losses, charges, costs, expenses, loss of profits incurred by the Assured.
- 4 - In all cases where a recovery is obtained from third parties in respect of the subject matter of this insurance such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.
- 5 - Held covered in case of any alteration of schedule in 2 above as to trade, locality, towage, salvage services or date of sailing, provided notice to 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 - 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 3 of this insurance such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.
- 7 - Warranted all Government and/or local regulations complied with.
- 8 - Excluding claims arising from cancellation, abandonment or curtailment due to insufficient ticket sales or lack of financial support or other financial reasons or insolvency.

Excluding all loss caused by arrest, detainment of Vessel in connection with or as a preliminary to any judicial process.

9 - Limit

Limit in all during the currency of the Insurance.

10 -% of amount insured hereunder at Assured's risk and warranted uninsured.

11 - Reinstatement Clause : in the event of a claim hereunder this Insurance shall be automatically reinstated by the amounts of the said claims to the full amount insured hereunder in consideration of which the Assured agrees to pay Additional Premium calculated at pro rata daily on the amount of such claims from the date of such loss to the expiry date of the Insurance.

- In no case shall this insurance cover loss damage liability or expense caused by war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power. capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat derelict mines torpedoes bombs or other derelict weapons of war.

In no case shall this insurance cover loss damage liability or expense caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions any terrorist or any person acting from a political motive.

In no case shall this insurance cover loss damage liability or expense arising from the detonation of an explosive any weapon of war and caused by any person acting maliciously or from a political motive.

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.