

PASSAGE MONEY CLAUSES INCLUDING 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 :

(a) loss, damage or occurrence covered by Institute Time Clauses – Hulls- (1/10/83) or Norwegian Hull Form or American Hull Clauses (2nd June 1977) and also loss damage or occurrence covered by Institute War and Strikes Clauses – Hulls – (1/10/83) or American Institute Hull War and Strikes Clauses (1/12/77) plus Addenda 1 and 2,

(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;
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.

12 - This insurance excludes :

12.1 Loss damage liability or expenses arising from

12.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war ;

12.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries : United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China.

12.1.3 Requisition or pre-emption

12.1.4 Capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the Government or any public or local authority of the country in which the Vessel is owned or registered.

12.1.5 Arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations.

12.1.6 The operation of ordinary judicial process, failure to provide security or to pay fine or penalty or any financial cause.

12.2 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance.

12.3 Any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

13 -.

13.1 Cover hereunder in respect of the risk of war, etc. may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

13.2 Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc., shall TERMINATE AUTOMATICALLY

13.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in clause 12.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved.

13.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries : United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China.

13.2.3 in the event of the Vessel being requisitioned, either for title or use

13.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 13, pro rata net return if premium shall be payable to the Assured.

14 - Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment or risk, there has occurred any event which would have automatically terminated cover under the provision of this clause.