

## SPECIAL CONDITIONS FOR THE INSURANCE OF INTERESTS (1978-01-01)

*These conditions have been approved by the Swedish Association of Marine Underwriters and are in the nature of guidance. However, there is no restriction on the Insurer and Assured agreeing on other conditions.*

- Clause 1  
The insurance covers total loss only. An indemnity obligation arises when compensation for actual or constructive total loss is paid under the hull insurance in accordance with the Hull conditions for the vessel. The insurance does not include costs for salvage of the vessel nor for averting or limiting the damage.
- Clause 2.  
Premium for the whole insurance period shall be paid prior to inception of the insurance.
- Clause 3.  
The insurance is not valid, unless special agreement is made in advance and additional premium paid, when the vessel is used for trading to ports or waters that, according to the Hull Conditions, may not or only on special terms be called on or visited or when cargo is accepted that according to the Hull Conditions is subject to additional premium.
- Clause 4.  
A vessel, which during the current voyage has to call at a port of refuge, does not have to pay the additional premium that otherwise should have been paid for calling at that port.
- Clause 5  
Should the Insurer have to pay compensation for a total loss under this policy, he is entitled to a full annual premium.
- Clause 6.  
This insurance does not include damage directly or indirectly caused by:
- (a) war, civil war or similar contingencies covered by the Swedish War Risk Insurance Conditions in force at the time when the insurance was effected;
  - (b) release of nuclear energy, fission or fusion in connection with explosion of nuclear weapons or with test explosion of nuclear charge.
- If contamination by means of radioactive matter has taken place or if other direct influence of such an explosion has contributed to the damage, the damage in its entirety shall be considered as caused by the explosion.  
If the ship or her equipment has been exposed to contamination by means of radioactive matter the damage is compensated only if the Assured can prove that the damage was not caused by any risk here excluded;
- (c) strikes, lockouts, riots, civil commotions, sabotage, plundering, mutiny or piracy.
- Clause 7.  
If war conditions have contributed to a total loss of the vessel and if owing to this a division of responsibility has been made between the Hull and Machinery policy and the War Risks Hull policy, compensation under this policy is paid only for such part of the insurance limit that corresponds to the part of the liability for total loss that, after the applied principle of distribution, as accrues to the Insurer under the Hull and Machinery policy.
- Clause 8.  
If the insurance is cancelled owing to the loss of the vessel under the war risk cover, the vessel being laid-up or sold, the Assured is entitled to return premium for the remaining insurance period, calculated pro rata part of the annual premium.
- Clause 9.  
The Insurer is not liable for a total loss caused by ice – which however does not mean a total loss that is due to covering with ice or to collision with an iceberg in the open sea - unless for vessels below 500 gross tons an agreement about this has been made prior to the beginning of the ice-season, though no later than 1 December 1.
- Clause 10.  
If an interest under this policy is also insured with another insurer and if the other policy contains a provision where this insurance shall be wholly or partly repudiated if the interest is placed with another Insurer, the corresponding provision shall apply to this policy. The Assured's right to compensation in such a case is governed by Article 33 of the General Swedish Marine Insurance Plan 1957.
- Clause 11. Written, stamped or attached provisions apply before the printed policy conditions.
- Clause 12. If any of the parties demand adjustment of average by an Average Adjuster, such adjustment shall be performed, by a Swedish Average Adjuster.
- The original Swedish wording to be decisive in case of dispute.

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