

COLLISION LIABILITY CLAUSE (JHIU4/90)

1. Subject to the terms and conditions of this insurance, the Company agree to indemnify the Assured for four-fourth of any sum which the Assured becomes liable to pay to any other person or persons by way of damages for

1.1 loss of or damage to any other vessel or property on any other vessel.

1.2 delay to or loss of use of any other vessel

1.3 General average of, salvage of, or salvage under contract of, any such other vessel or property thereon.

Where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.

2. The indemnity provided by these clauses shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions :-

2.1. Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under these clauses shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.

2.2. In no case shall the Company's total liability under Clauses 1. and 2. exceed their proportionate part of four-fourth of the insured value of the Vessel hereby insured in respect of any collision.

3. The Company will also pay four-fourth of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Company.

4. Should the Vessel hereby Insured come into collision with another vessel belonging wholly or in part to the same Owners under the same management, the Assured shall have the same rights under these clauses 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 shall be referred to a sole arbitrator to be agreed upon between the Company and the Assured.

5. Provided always that these clauses shall in no case extend to any sum which the Assured shall pay for or in respect of :

5.1. removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever.

5.2. any real or personal property or thing whatsoever except other vessels or property on other vessels.

5.3. the cargo or other property on, or the engagements of, the insured Vessel.

5.4. loss of life, personal injury or illness.

5.5. Pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels).