

FIRE AND POLLUTION HAZARD CLAUSES (A) 1/4/84

Article 1

In the event of the vessel suffering loss or damage as the result of the undermentioned emergency measures taken by the Japanese or foreign government authorities (hereinafter referred to as "loss or damage caused by emergency measures"), such loss or damage shall be deemed to be caused by the maritime accident which has necessitated the emergency measures and shall be indemnified subject to the terms and conditions of this insurance.

Provided, however, that the cost of repairs arising from loss or damage caused by emergency measures is recoverable only when the Company is liable to pay, under the provisions of this insurance, the cost of repairs of the damage to the Vessel caused by maritime accident which has necessitated such emergency measures.

(1) Emergency measures taken to extinguish a fire is covered by this insurance and/or to prevent the fire from spreading and/or to save human life when it has broken out on the Vessel.

(2) Emergency measures taken for the same purpose as is stipulated in paragraph (1) when the Vessel is about to catch fire in consequence of the damage to the Vessel which was caused by the maritime accident covered by this insurance (hereinafter referred to as "damage by insured perils").

(3) Emergency measures taken to prevent or mitigate pollution, where the Vessel has suffered damage by insured perils and the oil or any other substance which has leaked or been discharged from the vessel pollutes or threatens to pollute seas, waters, rivers, etc...

Article 2

Notwithstanding the preceding Article 1, the Company shall not be liable for loss or damage caused by emergency measures in case such emergency measures have resulted from want of due diligence by the person(s) effecting this insurance, the Assured, the Owner or Manager of the Vessel or any of them to prevent or mitigate such hazard or threat thereof. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of this clauses should they hold shares in the Vessel.

Article 3

The Company shall not be liable for the cost or expense incurred as the result of the emergency measures unless these are recoverable under the provisions of the other clauses of this insurance.

Article 4

These clauses shall prevail notwithstanding anything contained in this insurance inconsistent therewith.