

APPENDIX KA

INSTITUTE TIME CLAUSES, 1917

HULLS

And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel and the assured shall in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the ship hereby insured, this company will pay the assured such proportion of three-fourths of such sum or sums so paid as its subscription hereto bears to the value of the ship hereby insured, and in cases in which the liability of the ship has been contested, or proceedings have been taken to limit liability, with the consent in writing of this company, the company will also pay a like proportion of three-fourths of the costs which the assured shall thereby incur, or be compelled to pay; but when both vessels are to blame, then unless the liability of the owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross-liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such collision.

Provided always that this clause shall in no case extend to any sum which the assured may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages, and similar structures, consequent on such collision, or in respect to the cargo or engagements of the insured vessel, or for loss of life or personal injury.

Should the vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same owners, or under the same management, the assured shall have the same rights under this policy 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, or the amount payable for the services

rendered, shall be referred to a sole arbitrator to be agreed upon between the underwriters and the assured.

In port and at sea, in docks and graving docks, and on ways, gridirons, and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever and wheresoever, under steam or sail, with leave to sail with or without pilots, to tow and assist vessels or craft in all situations, and to be towed and to go on trial trips.

Should the vessel at the expiration of this policy be at sea, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the underwriters, be held covered at a *pro rata* monthly premium, to her port of destination.

Held covered in case of any breach of warranty as to cargo, trade, locality, or date of sailing, provided notice be given, and any additional premium required be agreed immediately after receipt of advices.

Should the vessel be sold or transferred to new management, then, unless the underwriters agree in writing to such sale or transfer, this policy shall thereupon become cancelled from date of sale or transfer, unless the vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, in either of which cases such cancellation shall be suspended until arrival at final port of discharge if with cargo, or at port of destination if in ballast. A *pro rata* daily return of premium shall be made.

This insurance also specially to cover (subject to the free of average warranty) loss of, or damage to hull or machinery directly caused by accidents in loading, discharging, or handling cargo, or caused through the negligence of master, mariners, engineers, or pilots, or through explosions, bursting of boilers, breakage of shafts, or through any latent defect in the machinery or hull, provided such loss or damage has not resulted from want of diligence by the owners of the ship, or any of them, or by the manager. Masters, mates, engineers, pilots, or crew not to be considered as part owners within the meaning of this clause should they hold shares in the steamer.

General average and salvage to be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; or if the contract of affreightment so provides, according to York-Antwerp rules, or, in the case of wood cargoes, York-Antwerp rules omitting the first word of Rule I. ("No"), but, in all matters not specifically referred to in York-Antwerp Rules I. to XVII. inclusive, the adjustment shall be in accordance with the law and practice obtaining at the place where the adventure ends and as if the contract of affreightment contained no special terms upon the subject.

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the average be particular or general.

Donkey boilers, winches, cranes, windlasses, steering gear, and

electric light apparatus shall be deemed to be part of the hull, and not part of the machinery. Refrigerating machinery and insulation not covered unless expressly included in this policy.

Warranted free from particular average under 3 per cent, but nevertheless when the vessel shall have been stranded, sunk, on fire, or in collision with any other ship or vessel, underwriters shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid if reasonably incurred, even if no damage be found.

No claim shall in any case be allowed in respect of scraping or painting the vessel's bottom.

Grounding in the Panama Canal, Suez Canal, or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above Buenos Ayres) or its tributaries, or in the Danube, Demerara, or Bilbao River, or on the Yenikale or Bilbao Bar, shall not be deemed to be a stranding.

The warranty and conditions as to average under 3 per cent to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the assured when making up the claim, viz. : at any time at which the vessel (1) begins to load cargo, or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further, in either case, until she begins to load a subsequent cargo or sails in ballast for a loading port. When the vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 per cent above referred to, particular average occurring outside the period covered by this policy may be added to particular average occurring within such period, provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such voyage shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding policy.

In no case shall underwriters be liable for unrepaired damage in addition to a subsequent total loss sustained during the term covered by this policy.

In ascertaining whether the vessel is a constructive total loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.

In the event of total or constructive total loss, no claim to be made by the underwriters for freight, whether notice of abandonment has been given or not.

In the event of accident whereby loss or damage may result in a claim under this policy, notice shall be given in writing to the underwriters, where practicable, and, if abroad, to the nearest Lloyd's agent also, prior to survey, so that they may appoint their own surveyor if they so desire; and whenever the extent of the damage is ascertainable, the underwriters may take, or may require the assured to take, tenders for the repair of such damage. In cases where a tender is accepted by or with the approval of underwriters, the underwriters will make an allowance at the rate of £30 per cent per annum on the insured value for the time actually lost in waiting for tenders. In the event of the assured failing to comply with the conditions of this clause, £15 per cent shall be deducted from the amount of the ascertained claim.

Warranted free of capture, seizure, arrest, restraint, or detainment, and the consequences thereof, or of any attempt thereat (piracy excepted), and also from all consequences of hostilities or warlike operations whether before or after declaration of war.

Warranted that (except as hereinafter mentioned) the amount insured for account of assured and/or their managers on premiums, freight, hire, profit, disbursements, commissions, or other interests, policy proof of interest, full interest admitted, or on excess or increased value of hull or machinery however described, shall not exceed 15 per cent of the value of the hull and machinery as stated herein, but this warranty shall not restrict the assured's right to cover

(1) *Premiums*.—Any amount not in excess of actual premiums for 12 months on all interests of whatsoever nature insured (including estimated premium on any Club Insurances), but in all cases reducing monthly by a proportionate amount of the whole.

(2) *Freight and/or Chartered Freight and/or Anticipated Freight on Board or not on Board, Insured for 12 months or other time*.—Any amount not exceeding 25 per cent of the value of hull and machinery as stated herein, but if the insurance be for less than 12 months, the 25 per cent to be proportionately reduced. If at any time the gross freight and/or chartered freight at risk exceeds the amount placed on freight and/or chartered freight for time, the owner to have the liberty to cover the excess amount whilst at risk.

(3) *Freight and/or Chartered Freight for Voyage*.—Any amount not exceeding the actual gross freight and/or chartered freight at risk, all freight covered on time policy under Clause 2 hereof to be taken into account.

(4) *Anticipated Freight*.—If the vessel be in ballast and unchartered, an amount reasonably estimated on the basis of current freight at time of insurance for anticipated net freight

on the next cargo passage, all freight covered on time policy to be taken into account.

(5) *Time Charter, Hire or Profit on Time Charter, or Charter for Series of Voyages.*—Any amount not exceeding the reasonably estimated net profit, reducing as earned, on a period not exceeding the length of the charter. Any amount insured under Clause 2 to be taken into account, and only the excess of such amount to be insured, reducing *pro rata* as earned.

Provided always that a breach of this warranty shall not afford underwriters any defence to a claim by mortgagees or other third parties who may have accepted this policy without notice of such breach of warranty.

To return	{	<p>per cent for each uncommenced month if it be mutually agreed to cancel this policy.</p> <p>as follows for each consecutive 30 days the vessel may be laid up in port, viz.:—</p> <p>per cent if in the United Kingdom not under average.</p> <p>per cent under average, or if abroad.</p> <p>Provided always that in no case shall a return be allowed when the within-named vessel is lying in a roadstead or in exposed and unprotected waters.</p>	}	and arrival.
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