

ROW 128

PROTECTION AND INDEMNITY INSURANCE – WAR (EXCLUDING CREW)

1. This insurance covers, subject to the limits specified in Clause 3 hereof, but Costs and Sue and Labour expenditure as below in addition, loss, liabilities and expenses which would, either conditionally, be recoverable under the 1985 Rules of the West of England Steamship Owners Mutual Protection and Indemnity Association (Luxembourg), (irrespective of whether the property hereby insured is in fact entered in that Association) but for the operation of Rule 14 (Liability excluded for War Risks) of the said Association. When Sue and Labour expenditure has been insured (being expenditure reasonably incurred for the purpose of averting or minimising any loss, liability or expense covered by this insurance) with the consent of Underwriters, the Underwriters will also pay their proportion of any costs and expenditure so incurred.
Provided always that for the purpose of assessing any amount recoverable hereunder, the Rules of the said association shall be deemed to exclude :
 - (i) Rule 18 ; (the rule relating to double insurance)
 - (ii) Rule 5 ; (the so-called Omnibus Rule)
 - (iii) Any Rule or Provision imposing any deductible or franchise or any limit of liability as regards the amount recoverable from the Association.
2. The cover afforded under this Section shall also extend to :-
The actual or attempted removal, raising, destruction, lighting or marking of the insured vessel and any cargo thereof, from any place owned, leased or occupied by the Assured and arising directly or indirectly out of any of the risks specified in Rule 14 (Liability excluded for War Risk) of the Rules of the said association.
3. The limits referred to in Clause 1 above are :
 - (a) Except in respect of such loss, liability or expenses as is mentioned in paragraph (b) below, the insured value of the insured vessel in respect of which the claim arose (being agreed amount payable under the insurance(s) for War etc. risks on the insured vessel in the event of total loss).
 - (b) In respect of loss, liability or expenses for pollution a separate and independent limit of the insured value as defined in 3(a) above ;
 - (c) The limits referred to above shall apply separately to the aggregate such loss, liability and expenses which in respect of each insured vessel are incurred on any distinct occasion without regard to any loss, liability or expenses incurred on another occasion.
4. Such contracts, indemnities and others agreements as required under the Rules of the said Association are deemed to have been unconditionally approved for the purposes of this insurance.
5. In no event shall this insurance be deemed to cover any sum or sums which may become payable in respect of the crew of the insured vessel, or any person employed in any capacity whatsoever by the Assured or others in, in or about or in connection with the insured vessel or her cargo, materials or repairs.
6. Should the Vessel at the expiration of this insurance be at sea or in distress or at a port of refuge 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, provided always that the Automatic Termination Clauses herein have not been invoked.
7. In the event of the insured vessel being entered for protection and indemnity risks with a Protection and Indemnity Club other than the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) then any reference in these clauses to the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) and the Rules thereof, shall be deemed replaced by the Protection and Indemnity Club with which the insured vessel is entered and the corresponding Rules thereof.

Should the Club Entry of Insurance for Protection and Indemnity Risks of the vessel omit or exclude any one of the protection granted by the Entry against all Protection and Indemnity Risks with the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg), then for the purposes of this insurance such omitted or excluded protection shall be deemed included therein. In the event of there being no insurance or Club entry against Protection and Indemnity Risks it is agreed that for the purposes of this insurance the vessel shall be deemed entered for all Protection and Indemnity Risks with the West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg).
8. This insurance is subject always to Institute Notice of Cancellation and War Automatic Termination of Cover – Hulls etc. 1.10.83.