

1/11/95 "These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:  
 (a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;  
 (b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".



(FOR USE ONLY WITH THE CURRENT MAR POLICY FORM)

## INSTITUTE WAR AND STRIKES CLAUSES HULLS - TIME LIMITED CONDITIONS

This insurance is subject to English law and practice

<b>1 PERILS</b>	1
Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel caused by	2 3
1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	4 5
1.2 capture seizure arrest restraint or detention, arising from perils covered under 1.1 above, and the consequences thereof or any attempt thereat	6 7
1.3 derelict mines torpedoes bombs or other derelict weapons of war	8
1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	9
1.5 any terrorist or any person acting maliciously or from a political motive.	10
<b>2 INCORPORATION</b>	11
The Institute Time Clauses - Hulls 1/11/95 (including 3/4ths Collision Liability Clause amended to 4/4ths) except Clauses 1.4, 2, 3, 4, 5, 6, 12, 22.1.8, 23, 24, 25, 26 and 27 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.	12 13 14
Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.	15 16
<b>3 DETAINMENT</b>	17
In the event that the Vessel shall have been subject of capture seizure arrest restraint or detention, and the Assured shall thereby have lost the free use. and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.	18 19 20 21
<b>4 NOTICE OF CLAIM</b>	22
In the event of accident whereby loss or damage may result in a claim under this insurance, notice must be given to the Underwriter promptly after the date on which the Assured, Owners or Managers become or should have become aware of the loss or damage and prior to survey so that a surveyor may be appointed if the Underwriters so desire.	23 24 25 26
If notice is not given to the Underwriters within twelve months of that date unless the Underwriters agree to the contrary in writing, the Underwriters will be automatically discharged from liability for any claim under this insurance in respect of or arising out of such accident or the loss or damage.	27 28 29
<b>5 EXCLUSIONS</b>	30
This insurance excludes	31
5.1 loss damage liability or expense arising from	32
5.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China	33 34 35 36
5.1.2 confiscation expropriation requisition or pre-emption	37
5.1.3 capture seizure arrest restraint or detention by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered	38 39
5.1.4 arrest restraint detention under quarantine regulations or by reason of infringement of any customs or trading regulations	40 41
5.1.5 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause	42 43
5.1.6 piracy (but this exclusion shall not affect cover under Clause 1.4),	44
5.2 loss damage liability or expense directly or indirectly caused by or contributed to by or arising from	45
5.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel	46 47
5.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof	48 49
5.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter	50 51
5.3 loss damage liability or expense covered by the Institute Time Clauses - Hulls 1/11/95 (including 3/4ths Collision Liability Clause amended to 4/4ths) or which would be recoverable thereunder but for Clause 12 thereof,	52 53 54
5.4 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,	55 56
5.5 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994.	57 58

(Continued)

<b>6</b>	<b>TERMINATION</b>	59
6.1	This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.	60 61 62 63 64
6.2	Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY	65 66
6.2.1	upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China	67 68 69 70 71
6.2.2	in the event of the Vessel being requisitioned, either for title or use.	72
6.3	In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 6, or of the sale of the Vessel, a pro rata net return of premium shall be payable to the Assured.	73 74
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	<b>This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 6 above.</b>	75 76 77
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