

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY / PACKAGE



Policy and clause templates
English versions

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**ALL RISKS
MARINE HULL AND MACHINERY
INSURANCE POLICY**

**excluding fishing vessels, pleasure craft
and vessels under construction**

(French Form dated January 1st, 2012)

CONTENTS

SECTION I – SCOPE OF THE POLICY

1.1	Risks covered	2
1.1.1	Physical loss of or damage cover	2
1.1.2	4/4 THS collision liability or contact with fixed or floating objects	2
1.1.3	Cover for salvage, general average, sue and labour, legal costs	2
1.2	Risks excluded	3
1.2.1	General exclusions	3
1.2.2	Radioactive contamination, chemical, biological and electromagnetic weapons exclusion	4
1.2.3	War exclusions	4
1.3	Limits of Insurers' liability	4
1.3.1	Definition of the Agreed Value	4
1.3.2	Insurers total limit of liability	5
1.4	Time and place of the insurance	5
1.4.1	Period of insurance	5
1.4.2	Continuation of insurance	5
1.4.3	Navigation and mooring	5
1.4.4	Towage, salvage and transhipment	5
1.4.5	Lay up	5
1.4.6	Navigating limits	5

SECTION II – GENERAL PROVISIONS

2.1	Duties of the Assured	7
2.1.1	Classification of the vessel	7
2.1.2	ISM certification	7
2.1.3	ISPS certification	7
2.1.4	Sanctions	8
2.2	Disclosure	8
2.2.1	Disclosure of risks on concluding the contract of insurance	8
2.2.2	Disclosure during the period of cover	8
2.3	Premiums	9
2.3.1	Premium payment provisions	9
2.3.2	Sanctions for non-payment of premium	9
2.3.3	Set off of premium and indemnities for claims	9
2.4	Preservation of recovery rights	10
2.5	Preventive and mitigation measures	10
2.6	Avoidance, cancellation or termination of the policy	10
2.7	Insurance of more than one vessel under the same policy	11

SECTION III – CLAIMS

3.1	Notification of claims	11
3.2	Claims handling provisions	11
3.3	Sue and labour	11
3.4	Surveys and repairs	12
3.5	Provision of security	12

SECTION IV – MEASURE OF INDEMNITY

4.1	Calculation of the indemnity	12
4.1.1	Settlement per accident	12
4.1.2	New for old	12
4.1.3	Deductibles	12
4.1.4	Particular average	13
4.1.5	Unrepaired damage	13
4.1.6	Abandonment	14
4.1.7	General average	14
4.1.8	Sailing in ballast	14
4.1.9	Third party claims	14
4.1.10	Salvage	14
4.1.11	Collision or salvage services between vessels belonging to the same Assured	15
4.2	Payment of indemnity	15
4.2.1	Payment for loss or damage	15
4.2.2	Settlement of claims giving rise to right of abandonment	15
4.2.3	Reinstatement of the sum insured	15

SECTION V – APPLICABLE LAW AND PROCEDURAL MATTERS

5.1	Applicable law	16
5.2	Subrogation	16
5.3	Time bar	16
5.4	Mediation clause	16
5.5	Arbitration clause	17

SECTION I – SCOPE OF THE POLICY

1.1 Risks covered

This policy covers all risks of accidental physical loss of or damage to the Insured Vessel occurring within the policy period, together with third party liabilities, costs and expenses, on the terms, conditions, restrictions and exclusions set out below.

1.1.1 Physical loss of or damage cover

Subject to the provisions and exclusions of this policy, this policy covers all risks of accidental physical loss of or damage to:

A/ The Insured Vessel

The Insured Vessel includes the hull, the propulsion and power generation machinery, equipment, navigation instruments, apparatus, fixture and fittings, installations and annexes.

The Insured Vessel also includes all stores, provisions, bunkers owned by the Assured in so far as not separately insured.

B/ Leased equipment

This insurance covers all parts, equipment, navigation instruments, apparatus, installations and annexes, fixture and fittings of the Insured Vessel not owned by the Assured, but which are both installed on the Insured Vessel and for which the Insured has contractual liability under a leasing contract or a hire contract.

C/ Parts taken off the vessel

This policy covers parts temporarily taken off the Insured Vessel for a maximum period of sixty (60) days from the time they have been taken off unless prior notice is given by the Assured and subject to amended terms and conditions and/or additional premium as may be required by Insurers.

Pollution Hazard Clause — Subject to the provisions and exclusions of this policy, this policy covers accidental physical loss of or damage to the Insured Vessel and leased equipment, even if caused by the decision of a governmental authority, to prevent or mitigate either a pollution hazard or damage to the environment arising from a risk insured against.

The indemnity payable by the Insurers per accident under this Article 1.1.1 shall not exceed the Agreed Value of the Insured Vessel.

1.1.2 4/4 THS collision liability or contact with fixed or floating objects

Subject to the provisions and exclusions of this policy, this policy covers third party liabilities incurred:

- a) By the Insured Vessel as a consequence of her collision with a seagoing vessel or inland craft, or contact with a fixed or floating object or structure;
- b) In respect of damage caused by the hawsers, anchors, chains or annexes of the Insured Vessel while attached to the Insured Vessel or being handled or used in connection with the operation of the Insured Vessel.

The indemnity payable by the Insurers per accident under this Article 1.1.2 shall not exceed the Agreed Value of the Insured Vessel.

1.1.3 Cover for salvage, general average, sue and labour, legal costs

Subject to the provisions and exclusions of this policy, this policy covers the Insured Vessel's contribution to:

- a) General Average;
- b) Salvage and salvage charges;
- c) Sue and labour expenses reasonably incurred to prevent loss of or damage to the Insured Vessel caused by an insured risk peril or to minimize a loss which would be recoverable under this policy;
- d) Legal costs incurred in respect of above items a), b), c) and in respect of insured third party liability.

In the paragraph above, legal costs shall mean only such costs as are incurred with Insurers' prior agreement. The indemnity including the legal costs payable by the Insurers per accident under this Article 1.1.3 shall not exceed the Agreed Value of the Insured Vessel.

1.2 Risks excluded

1.2.1 General exclusions

A/ This policy excludes loss, damage, third party liabilities or expenses in respect of or caused by:

- 1°) The failure of the Assured to comply at the inception of and throughout the period of this insurance with all statutory requirements of the Insured Vessel's Flag State relating to construction, adaptation, condition, fitment, equipment, operation and manning of the Insured Vessel;
- 2°) Any personal act or omission of the Assured or his onshore senior officers to whom he has delegated decision-making authority in connection with the Insured Vessel, committed with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result;
- 3°) Inherent vice or wear and tear;
- 4°) Removal, destruction, marking or lighting of the wreck of the Insured Vessel and leased equipment and of any cargo or other property on board of the Insured Vessel;
- 5°) Any seizure or arrest of the Insured Vessel, including but not limited to any seizure or arrest related to any security or other financial guarantee;
- 6°) Blockade running, smuggling, unlawful, prohibited or clandestine trade;
- 7°) Confiscation, sequestration and requisition.

B/ This policy excludes any liability, costs and expenses:

- 1°) In respect of loss of or damage or loss of use, delay to any other vessel, inland craft, fixed or floating object or structure or to any other property caused otherwise than by collision or contact with the Insured Vessel.
- 2°) For any pollution or contamination or threat thereof arising from the escape or release of pollutant substances from the Insured Vessel. This exclusion shall not extend to the liability of the Insured Vessel for the pollution or contamination sustained by other vessel, craft, object (or any cargoes thereon) with which the Insured Vessel is in collision or contact.
Consequently, in no case shall this insurance cover "Special compensation" payable to a Salvor under article 14 of the International Convention on Salvage 1989, to the extent specified in paragraph 4 of that article or under a SCOPIC clause or under any other provision similar in substance or in effect;

This exclusion shall not extend to any sum the Assured shall pay in respect of salvage remuneration where the skill and efforts of the salvors in preventing or minimising damage to the environment have been taken into account (as referred to in article 13 paragraph 1 (b) of the International Convention on Salvage 1989);

- 3°) For damage to the environment or Wildlife;
- 4°) In respect of cargo carried on board the Insured Vessel;
- 5°) For any contractual obligations of the Assured including but not limited to crew liability and passenger liability;
- 6°) In respect of loss of life or personal injury.

C/ This policy excludes:

- 1 °) The cost of replacing or repairing any latent defect. This exclusion shall not extend to the cost of repairing physical loss of or damage to the Insured Vessel caused by such latent defect;
- 2°) Physical loss of or damage to the Insured Vessel as a result of cargo being carried, with the knowledge of the Assured, in breach of either current regulations or recognised trade practices;

- 3°) Costs, expenses or any commercial losses whatsoever arising from the normal trading activity or operation of the Insured Vessel;
- 4°) Loss of income including revenue, earnings, freight, charter or hire, loss arising from immobilisation of or delay to the Insured Vessel;
- 5°) Loss, costs, expenses and/or delay in any way arising from or related to health measures, disinfection or quarantine;
- 6°) Fines, penalties, punitive or exemplary damages.

1.2.2 Radioactive contamination, chemical, biological and electromagnetic weapons exclusion

In no case shall this policy cover loss, damage, liability, costs or expenses directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- Any chemical, biological, bio-chemical, or electromagnetic weapons or device used in any act of war, civil war, revolution, rebellion, insurrection or civil strife arising there from or any hostile act by or against a belligerent power or any act of terrorism.

1.2.3 War Exclusions

Unless otherwise agreed in writing by Insurers, in no case shall this policy cover loss, damage, liability, costs or expenses caused by:

- 1°) War, civil war, revolution, rebellion, insurrection and civil strife resulting there from;
- 2°) Torpedoes, mines and all weapons of war whether derelict or not;
- 3°) Capture, taking at sea, arrest, seizure, restraint or detainment by any government or other authority;
- 4°) Confiscation or expropriation by any government or other authority;
- 5°) Riots, civil commotions, strikes, lockouts and other similar labour disturbances;
- 6°) Piracy;
- 7°) Malicious acts or vandalism in each case of a political motive or related to war;
- 8°) Acts of sabotage or terrorism in each case of a political motive or related to war.

1.3 Limits of Insurers' liability

1.3.1 Definition of the Agreed Value

The Agreed Value is the value of the Insured Vessel agreed between the Assured and Insurers at the time of inception of the contract for the amount specified in the particular conditions.

The Agreed Value of the Insured Vessel shall be conclusive as between the Assured and the Insurers, save in the case of fraud.

This Agreed Value includes jointly the Insured Vessel and leased equipment, if any, in accordance with Article 1.1.1 B above.

If increased value insurance or hull interest and freight interest insurance is taken out by the Assured, without agreement of the Insurers on this policy, for an amount in excess of 25% of the Agreed Value then the sum insured under this policy will be reduced in the same proportion in case of actual total loss or constructive total loss.

1.3.2 Insurers total limit of liability

The total limit of liability of the Insurers for all covers granted under this policy is limited per accident to an aggregate total of three times the Agreed Value.

1.4 Time and place of the insurance

1.4.1 Period of insurance

This policy provides cover for a period of twelve months from the date and time of inception specified in the Particular Conditions or for any other period which may be agreed by Insurers.

1.4.2 Continuation of insurance

If, at the expiry of this policy the Insured Vessel is either:

- on a voyage and suffers physical damage caused by an insured risk; or
- under repair for physical damage caused by an insured risk

then, provided prior notice has been given to Insurers, the Insured Vessel shall remain held covered at a pro rata premium until either the voyage or the repair is completed.

In case of actual total loss or constructive total loss of the Insured Vessel during such extension, the Insurers shall be entitled to an additional premium for a further period of six months.

1.4.3 Navigation and mooring

The Insured Vessel is covered under this policy whether in use, moored, laid up, under repair, whether floating, onshore or in dry dock.

1.4.4 Towage, salvage and transhipment

Subject to prior agreement of the Insurers, who are entitled to require appropriate precautionary measures to be taken and/or amended terms and conditions and/or additional premium as a condition of coverage, the Insured Vessel remains covered under this policy when she is in tow or when effecting towage or transhipment outside her normal commercial operations.

Prior agreement of the Insurers is not required when the vessel is in need of assistance or is rendering salvage services to any vessel requesting such services or is in tow in any port, in the roads, in rivers or canals.

Insurers are liable for physical loss of or damage to the Insured Vessel arising during salvage operations but may claim from the Assured any sums the Assured has recovered for such loss or damage from salvors or any other third party.

1.4.5 Lay up

Unless otherwise specifically agreed by Insurers with the additional clause "Lay up" there shall be no return of premium for lay up.

1.4.6 Navigating limits

Except with the prior agreement of the Insurers who are entitled to require appropriate precautionary measures to be taken, and/or amended terms and conditions, and/or additional premium as a condition of coverage, there is no cover under this policy whilst the Insured Vessel is sailing, moored or laid up within the areas defined below, except when the Insured Vessel is obliged to enter by force majeure or to render salvage services to another vessel in distress:

Arctic

- North of 70°N. Lat.
- Barents Sea, except for calls at Kola Bay, Murmansk or any port or place in Norway, provided that the vessel does not enter, navigate or remain north of 72°30'N. Lat. or east of 35°E. Long.

Northern Seas

- White Sea.
- Chukchi Sea.

Baltic

- Gulf of Bothnia north of a line between Umea (63°50'N. Lat.) and Vasa (63°06'N. Lat.) between 10th December and 25th May.
- Where the vessel is equal to or less than 90,000 DWT, Gulf of Finland east of 28°45'E. Long. Between 15th December and 15th May.
- Vessels greater than 90,000 DWT may not enter, navigate or remain in the Gulf of Finland east of 28°45'E. Long. at any time.
- Gulf of Bothnia, Gulf of Finland and adjacent waters north of 59°24'N. Lat. between 8th January and 5th May, except for calls at Stockholm, Tallinn or Helsinki.
- Gulf of Riga and adjacent waters east of 22°E. Long. and south of 59°N. Lat. between 28th December and 5th May.

Greenland

- Greenland territorial waters.

North America (east)

- North of 52°10'N. Lat. and between 50°W. Long. and 100°W. Long.
- Gulf of St. Lawrence, St. Lawrence River and its tributaries (east of Les Escoumins), Strait of Belle Isle (west of Belle Isle), Cabot Strait (west of a line between Cape Ray and Cape North) and Strait of Canso (north of the Canso Causeway), between 21st December and 30th April.
- St. Lawrence River and its tributaries (west of Les Escoumins) between 1st December and 30th April.
- St. Lawrence Seaway.
- Great Lakes.

North America (west)

- North of 54°30'N. Lat. and between 100°W. Long. and 170°W. Long.
- Any port or place in the Queen Charlotte Islands or the Aleutian Islands.

Southern Ocean

South of 50°S. Lat. except within the triangular area formed by rhumb lines drawn between the following points

- 50°S. Lat.; 50°W. Long.
- 57°S. Lat.; 67°30'W. Long.
- 50°S. Lat.; 160°W. Long.

Kerguelen/Crozet

- Territorial waters of Kerguelen Islands and Crozet Islands.

East Asia

- Sea of Okhotsk north of 55°N. Lat. and east of 140°E. Long. between 1st November and 1st June.
- Sea of Okhotsk north of 53°N. Lat. and west of 140°E. Long. between 1st November and 1st June.

- East Asian waters north of 46°N. Lat. and west of the Kurile Islands and west of the Kamchatka Peninsula between 1st December and 1st May.

Bering Sea

Bering Sea except on through voyages and provided that:

- the vessel does not enter, navigate or remain north of 54°30'N. Lat; and
- the vessel enters and exits west of Buldir Island or through the Amchitka, Amukta or Unimak Passes; and
- the vessel is equipped and properly fitted with two independent marine radar sets, a global positioning system receiver (or Loran-C radio positioning receiver), a radio transceiver and GMDSS, a weather facsimile recorder (or alternative equipment for the receipt of weather and routing information) and a gyrocompass, in each case to be fully operational and manned by qualified personnel; and
- the vessel is in possession of appropriate navigational charts corrected up to date, sailing directions and pilot books.

SECTION II – GENERAL PROVISIONS

2.1 Duties of the Assured

The Assured undertakes to comply with the following duties when applicable. Any failure to comply with any of these duties shall entitle the Insurers to cancel this policy by fourteen (14) days notice in writing.

2.1.1 Classification of the vessel

A/ The Assured undertakes:

- a) That the Insured Vessel shall be classed with a Classification Society agreed by the Insurers at inception and shall be maintained in class throughout the entire duration of this policy and any extension thereof
Any change of Classification Society is subject to prior written agreement of the Insurers.
- b) To comply with any recommendations, requirements or restrictions imposed by the Classification Society which relate to the seaworthiness of the Insured Vessel by the dates required by that Society.

B/ After setting out his reasons, the Leading Insurer on this policy shall be entitled to obtain a written authorization from the Assured or from his duly authorized representative and, with that authorization, shall be entitled to request from the Vessel's Classification Society to consult the vessel's classification file.

2.1.2 ISM Certification

The Assured undertakes at the inception and throughout the entire duration of this policy and any extension thereof:

- A/ That the Insured Vessel holds a valid Safety Management Certificate as required by the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof, establishing the International Safety Management Code (ISM Code); and
- B/ That the owner of the Insured Vessel or any other organisation or person assuming responsibility for the operation of the Insured Vessel on behalf of the owner holds a valid Document of Compliance, as required by the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof, establishing the International Safety Management Code (ISM Code).

2.1.3 ISPS Certification

The Assured undertakes at the inception and throughout the entire duration of this policy and any extension thereof that he or the party assuming responsibility for operation of the Insured Vessel shall hold a valid International Ship Security Certificate in respect of the Insured Vessel as required by the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof.

2.1.4 Sanctions

In addition to the right of cancellation set out at Article 2.1 above, in the event of breach by the Assured of any of the duties set out in Article 2.1, the Insurers shall not be liable for any loss, damage, liability or expense as from the date of the breach whether such loss, damage, liability or expense is attributable to the breach or not.

Notwithstanding the above:

- If the vessel is on voyage at the time of such breach, cover under this policy will continue until the Insured Vessel has reached the nearest suitable port;
- In case of loss of class resulting from an accident, this policy shall remain in full force and effect provided the vessel stays in port.

2.2 Disclosure

2.2.1 Disclosure of risks on concluding the contract of insurance

The Assured must disclose, on concluding this policy:

- a) All circumstances of which he is aware that would influence the Insurers in assessing the risks to be covered; and
- b) Any marine mortgage on the Insured Vessel.

Every representation made by the Assured on concluding this policy that would influence the Insurers in assessing the risks to be covered must be provided.

Where the Assured proves that misrepresentation or non disclosure at the time of concluding this policy was made in good faith, the Insurers shall be liable to pay a proportionately reduced indemnity, calculated in proportion to the premium that was paid as compared to the premium that should have been paid had the correct information been disclosed, unless the Insurers can prove that if they had known of the true facts not disclosed or misrepresented they would not, in any event, have agreed to underwrite this policy. In the latter case the Insurers shall be entitled to declare this policy shall be null and void from inception, as if the policy had never existed.

Any fraudulent misrepresentation or non-disclosure by the Assured which adversely affects the Insurers' assessment of the risk shall entitle the Insurers to declare this policy null and void from inception, as if the policy had never existed.

The premium shall not be refunded in case of fraud by the Assured.

2.2.2 Disclosure during the period of cover

The Assured must disclose to the Insurers within fourteen (14) days from the date on which the Assured became aware of it any change in the facts and circumstances disclosed or represented on concluding this policy or in the subject-matter insured that leads to a substantial alteration of the risk.

- a) When such declaration is made the following shall apply:

Where the alteration in the risk has not been caused by the Assured, this policy shall remain in full force and effect, provided the Assured pays an additional premium corresponding to the alteration in risk, as agreed by the Insurers.

Where the alteration in the risk has been caused by the Assured, the Insurers shall be entitled to either:

- Terminate this policy by notice in writing within fourteen (14) days from the date on which they became aware of the change (in which case the premium shall not be refunded), or
- Require the payment of an additional premium corresponding to the alteration in risk, as fixed by the Insurers.

- b) When such declaration of the Assured is not made within 14 days the following shall apply:

Where the Assured proves his good faith, the Insurers shall be liable to pay a proportionately reduced indemnity, calculated in proportion to the premium that was paid as compared to the premium that should have been paid had the correct information been disclosed, unless the Insurers can prove that if they

had known of the true facts not disclosed or misrepresented they would not, in any event, have agreed to underwrite this policy. In the latter case the Insurers shall be entitled to terminate the contract at time of the alteration of the risk.

Where the Assured does not prove his good faith, the contract is automatically terminated at time of the alteration of the risk.

- c) The Assured must disclose to the Insurers any new marine mortgage registered in respect of the Insured Vessel during the currency of this policy. Any failure to comply with this obligation shall entitle the Insurers to declare the insurance contract null and void from inception as if the policy had never existed.

2.3 Premiums

The Assured must pay the premium to the Insurers on the terms and at the time and place agreed in the Particular Conditions.

2.3.1 Premium payment provisions

- A/ Unless otherwise agreed, premium is payable thirty (30) days after the date of inception of this policy. If this policy is taken out for twelve months, the Assured may – if agreed by the Insurers before inception – pay the premium in four quarterly instalments, as follows:
- 30 days after inception;
 - 3 months after inception;
 - 6 months after inception;
 - 9 months after inception.
- B/ Premium for the whole period of cover is due in case of actual total loss or constructive total loss recoverable under this policy. If actual total loss or constructive total loss is not so recoverable, premium is due in proportion to the period on risk until total loss or notice of abandonment has been declared to Insurers, but subject always to a minimum payment of a three-month premium.
- C/ Any taxes, fees and duties on premium shall be payable by the Assured. Such amounts are payable in full in all cases, when due, and without any deduction.

2.3.2 Sanctions for non-payment of premium

- A/ If the Assured fails to pay the premium or any of the instalments of premium by the due date the Insurers shall be entitled to choose either to suspend the cover under this policy or to require its cancellation.

Such suspension or cancellation will only take effect upon the Insurers giving fourteen (14) days notice in writing sent to the Assured's latest address known to the Insurers as endorsed on this policy.

In case of suspension, the policy shall be automatically reinstated at 00.00 hours GMT on the day after the payment of the overdue premium.

Insurers shall have no liability whatsoever under this policy during the period when cover is suspended, but shall retain during that period their full rights against the Assured as to performance of the Assured's duties set out in this policy. In particular, Insurers shall retain their right to receive payment of premium in full.

- B/ The suspension or cancellation of this policy for non-payment of the premium (in full or in part) shall have no effect as against any third parties acting in good faith and who are beneficiaries under this policy by virtue of any transfer or assignment of rights which has taken place prior to issuance by the Insurers of such notice of suspension or cancellation, but only where such transfer or assignment of rights has been endorsed on this policy.

2.3.3 Set off of premium and indemnities for claims

Any outstanding premium or instalment of premium due under this policy shall be set off against any claim to be paid due to an accident covered under this policy.

2.4 Preservation of recovery rights

The Assured undertakes to:

- Preserve all rights of recovery against third parties;
- Notify the Insurers as soon as he is aware of any terms and conditions which either exclude or limit the Assured's rights against shipyards.

In the latter case Insurers shall be entitled to require an additional premium and/or deductible.

Notwithstanding the above, the Insurers shall agree to be bound by any partial or total waivers of rights of recovery by the Assured against third parties, when such waivers arise from the standard general contractual conditions of the said third parties.

If the Assured fails to comply with the duties set out above the Insurers shall be entitled to pay a proportionately reduced indemnity, unless the Insurers agree to the contrary.

2.5 Preventive and mitigation measures

The Assured must take all reasonable care to ensure the safety of the Insured Vessel and must take all reasonable measures to safeguard the Insured Vessel from an insured risk or to minimise the consequences of such a risk.

In case of failure to comply with these duties, Insurers may intervene and take such measures as they deem necessary. Any such intervention shall be entirely without prejudice to, and without admission of, Insurer's liability for both the consequence of such intervention and liability under this policy.

Where the Assured has failed to comply with his duties under this Article 2.5 the Insurers shall be entitled to proportionately reduce the indemnity otherwise payable under this policy.

2.6 Avoidance, cancellation or termination of the policy

In addition to other terms and conditions set out in this policy:

- A/ Any insurance taken out after an accident involving the Insured Vessel shall be void from inception if it is proved that news of the accident had in any way reached the head office or operational offices of the Assured or of the Insurers, even unbeknown to them, unless the Assured can prove his good faith.
- B/ Where any Insurer's authorization to underwrite insurance risks is revoked by the authorities, the liability of such Insurer under this policy will cease in accordance with articles L 326-12 and R 326-1 of the Code des Assurances.
- C/ The policy may be cancelled by mutual agreement before expiry of the period of insurance. In these circumstances the Assured shall be entitled to a proportionate return of premium. However the minimum premium payable in such circumstances shall never be less than half the premium due for the full period of insurance.
- D/ If the Insured Vessel is sold or chartered on a bareboat basis, or if more than 50% of the shares in the Insured Vessel or in the registered owning company are sold, this policy will terminate automatically on the date of the delivery of the vessel under sale or bareboat charter, or on the transfer date of the shares, unless the Insurers agree in writing to the contrary. However, if the vessel is chartered other than on a bareboat basis, this policy will continue in full force and effect.
- E/ Except with prior agreement of the Insurers, this policy will terminate automatically where there is any change:
 - Of technical managing company as from the date of transfer of the Insured Vessel to the new management company;
 - In flag as from the date of such change in flag.

In case of cancellation or termination of this policy under clauses D and E above the Assured shall be entitled to a proportionate return of premium.

2.7 Insurance of more than one vessel under the same policy

This insurance shall be deemed to be a separate policy on each vessel.

The percentage of the risk underwritten by each Insurer subscribing to this policy and expressed in relation to the total sum insured on each Vessel, will be the same percentage in respect of each Vessel insured on this policy.

SECTION III – CLAIMS

3.1 Notification of claims

The Assured must notify the Insurers of any accident which could lead to a claim under this policy as soon as he is aware of it and in no event later than ninety (90) days from the date the Assured becomes aware of it.

If the Assured fails to comply with this duty of notification he will forfeit the right to an indemnity under this policy, unless the Insurers agree to the contrary.

3.2 Claims handling provisions

A/ If the Policy has been underwritten by several Insurers:

- The claims shall be handled by the Leading Insurer under this policy;
- Each Insurer shall, nonetheless, be liable for his own respective proportion of the sum insured. The liability of Insurers shall be several not joint.

B/ The Leading Insurer is entitled to receive on behalf of all Insurers on this policy all evidence and documentation relating to this policy, but the Leading Insurer does not have thereby any authority to represent or to bind the co-Insurers at law.

C/ The Assured, before the issuance of a final adjustment in respect of any claim, may be entitled to a payment on account.

The Insurers are entitled to decline to pay any requested payment on account if they have reasonable doubts as to liability under this policy.

Any payment on account made by Insurers shall be without prejudice to liability to the Assured. If it shall subsequently be determined that the Insurers have no liability under this policy, the payment on account shall be refunded in full, unless Insurers otherwise agree in writing.

D/ In consideration of the services performed the Leading Insurer shall be entitled to charge a reasonable adjustment fee.

The Following Insurers will pay directly to the Leading Insurer their proportionate share of such fees, including when the claim is denied or below deductible.

3.3 Sue and labour

The Assured must take and the Insurer may require all necessary measures to preserve or safeguard:

- a) The subject matter insured; and
- b) Any rights against third parties who may be liable.

If the Assured fails to comply with the duties set out above, the Insurers shall be entitled to pay a proportionately reduced indemnity, unless the Insurers agree to the contrary.

3.4 Surveys and repairs

The Assured must proceed with a survey of damage for the joint account of himself and the Insurers within sixty (60) days from the date on which the accident is notified by the Assured to the Insurers.

Surveyors shall be either appointed according to the Particular Conditions or by mutual agreement between the Assured and the Insurers. Such surveyors shall investigate the cause of the accident, ascertain its nature and the extent of repairs required.

Survey fees and expenses reasonably incurred in compliance with this Article shall be recoverable from the Insurers of this policy without deductible, even if the accident giving rise to the claim is not covered under this policy or if the survey fees and expenses incurred are of an amount that is below the applicable deductible.

The Assured must arrange for the repairs to be carried out without delay. If for any reason, including force majeure, repairs are not carried out within six months from the date on which the accident is notified by the Assured, Insurers liability shall not exceed the amount that would have been payable if repairs as estimated by surveyors had been carried out within this period, unless otherwise agreed in writing by Insurers.

3.5 Provision of security

If the Assured is obliged to provide security or counter security to a third party in order either to prevent the arrest or to obtain the release of the Insured Vessel, due to an accident giving rise to a claim recoverable under this policy, the Insurers, at their absolute discretion and under no obligation, shall give due consideration to assisting the Assured by providing such security or such counter security on behalf of the Assured up to the limit of the Agreed Value in a form and upon terms as may be agreed by the Insurers.

SECTION IV – MEASURE OF INDEMNITY

4.1 Calculation of the indemnity

4.1.1 Settlement per accident

A separate settlement shall be made for each accident covered by this policy.

In case of several accidents during a single voyage, a separate settlement shall be made for each accident.

Nevertheless the following are deemed to be due to a single accident:

- a) Loss of or damage to the Insured Vessel arising from one single cause;
- b) Loss of or damage to the Insured Vessel during a voyage between two ports when loss or damage arises from ice or from heavy weather, even if the vessel has encountered several periods of heavy weather or ice during the voyage.

4.1.2 New for old

Settlements under this policy shall be made without deduction on the basis of new for old.

4.1.3 Deductibles

Indemnities due in respect of any one accident shall be:

A/ Settled after deduction of the deductible(s) amount(s) stated in the Particular Conditions.

When a claim is submitted under several provisions of Article 1.1 of this policy, only one deductible will be applied.

B/ Payable without deductible in case of:

- Actual total loss or where there is any abandonment by the Assured;
- Claims covered under Article 1.1.3 above.

4.1.4 Particular average

- A/ Insurers are liable only for the cost of replacement and repairs necessary to restore the Insured Vessel to her condition prior to the relevant accident, as assessed by surveyors based upon supporting documentation. The Assured is not entitled to any other indemnity whether arising in respect of depreciation or for any other reason whatsoever.

Insurers will pay the relevant indemnity to the Assured upon presentation of invoices paid by the Assured. Insurers may pay, within the limit of the indemnity, the submitted invoices directly to those third parties who have issued the invoices, rather than paying the Assured, where the Assured so requests in writing.

- B/ Before taking any action relating to repairs, the Assured must inform the Insurers, who have the right to demand that replacements or repairs shall only be carried out after tenders. If the Assured fails to comply with this obligation, 10% of the total replacement or repair cost will be deducted from the settlement, in addition to any other deductible or deduction provided by the policy.**

- C/ Crew wages and maintenance and any bunkers used are not for Insurers' account except as specified below:

- During the time between the drawing up of repair specifications and final acceptance of any tender, crew wages, maintenance and bunkers are for Insurers' account.
- When the vessel is waiting for spare parts necessary to enable the voyage to continue, crew wages and maintenance and bunkers shall, while such spare parts are in transit, be for Insurers' account. Additional expenses incurred to expedite delivery of spare parts in transit shall also be for Insurers' account.

- D/ When repairs cannot be carried out or are too expensive at the port where the vessel is located, then the Insurers shall be liable for the cost of temporary repairs necessary to permit the vessel to reach a port where repairs can be carried out at a lower price together with any incidental costs which may be incurred for reaching this port, crew wages, maintenance and bunkers consumed during the voyage.

- E/ Bank charges, interest and all other expenses associated with repairs such as dry-docking expenses and port dues shall be adjusted and paid by the Insurers in proportion to the various repairs carried out at the same time.

- F/ Special expenses in respect of the ship's bottom shall only be payable by the Insurers, as proved by receipted invoices, when such repairs are allowed as particular average. Such expenses shall include the cost of supplying and applying anticorrosion layer(s), first coats of primer, top anti-fouling paints and self-polishing coats to the underwater surfaces of the vessel.

Should the above mentioned layers or coatings lose their efficiency due to the duration of the dry docking, such special expenses incurred in respect of the vessel's bottom are allowable in particular average for half their amount.

- G/ Superintendent's fees and expenses, when such superintendent is an employee of the Assured, shall be for the Insurers' account provided they are directly linked to loss or damage covered under this policy. However Insurers' liability for such fees and expenses shall be limited to travelling and accommodation costs and shall exclude any salary, wages, allowances, taxes and charges. Where additional works (not covered by this policy) are carried out at the same time as insured repairs, the superintendent's fees and expenses shall be payable by the Insurers only in proportion to the cost of works required to repair and directly linked to the insured damage.

4.1.5 Unrepaired damage

Notwithstanding anything to the contrary in this policy, including Articles 3.4 and 4.1.4.A above, the Assured shall only be entitled to claim unrepaired damage at the time this policy terminates. The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Insured Vessel at termination of the policy caused by such unrepaired damage, but shall not in any event exceed the reasonable costs of repairs.

In no case shall the Insurers be liable for unrepaired damage in the event of a subsequent total loss of the vessel (whether covered or not) occurring during the period of this insurance or any extension to this policy.

The Insurers shall not be liable in respect of unrepaired damage for more than the insured value of the vessel at the time this insurance terminates.

4.1.6 Abandonment

Abandonment of the vessel may take place in the following circumstances:

- Actual total loss;
- Where the total cost of repair for Insurers' account amounts to or exceeds the Agreed Value, provided that the total sum is calculated in accordance with the provisions governing settlement of partial loss and includes if necessary, the costs of refloating the vessel;
- Where no news of the vessel has been received for more than three months, total loss is then deemed to have occurred at the date when the last news of the vessel was received;
- When the vessel cannot be repaired. Nevertheless, the cover shall not extend to the case where the loss of the vessel results solely from insufficient funds to pay for the repairs or other costs.

Abandonment must be notified to the Insurers within three months of the accident giving rise to such abandonment or within three months of the end of the period permitting such abandonment.

At the time of tendering notice of abandonment the Assured must disclose all insurances which he has taken out or of which he is aware in respect of the subject matter insured.

In all cases giving rise to abandonment, the Insurers to whom the Insured Vessel has been abandoned are entitled to accept abandonment or to settle the claim as a total loss without transfer of ownership.

Insurers are bound to inform the Assured of their decision within thirty (30) days of the date by which the Assured has submitted all relevant evidence asserting a right to abandon.

Cover under this policy shall terminate as from the time the Insurers give written notice either:

- Accepting the abandonment
- or
- Admitting liability for the claim as total loss without transfer of ownership.

4.1.7 General Average

The vessel's contribution to general average is recoverable under this policy as per Article 1.1.3.

However, the Insurers will only pay such proportion of general average as the Agreed Value bears in proportion to the full contributory value, their payment being subject to reduction for any partial loss recoverable under this insurance.

With regard to settlement between the Insurers and the Assured, no derogation from this insurance is permitted, any general average adjustment being readjusted if necessary in accordance with the provisions of this policy.

The Master and the Assured have authority not to declare general average in respect of loss or expenses involving the Insured Vessel or cargo where the amount in question is not expected to exceed 1% of the Agreed Value for hull and machinery and provided such loss or expenses do not exceed the sum of €100,000 or any other amount specified in the Particular Conditions. Claims under this Article 4.1.7 shall be adjusted in accordance with the terms of the Particular Conditions.

4.1.8 Sailing in ballast

When the vessel sails in ballast so that there is no other contributory interest, the provisions of Article 4.1.7 above shall apply to expenses and sacrifice which would have had the nature of general average as if the vessel had been carrying cargo.

4.1.9 Third party claims

If the Assured does not rely on any limitation of liability to which he may be entitled under any applicable law, the total indemnity payable by the Insurers shall not exceed the amount which would have been payable had such limitation been invoked.

4.1.10 Salvage

In case of salvage of the Insured Vessel, the proportion of salvage and salvage charges incurred by the Insured Vessel shall be for Insurers' account on this policy.

However, the Insurers will only pay such proportion of salvage and salvage charges as the Agreed Value bears in proportion to the full contributory value.

4.1.11 Collision or salvage services between vessels belonging to the same Assured

If the Insured Vessel collides with a vessel owned by the Assured or receives salvage services from such vessel, the indemnity payable by the Insurers shall be adjusted as if the vessels belonged to different ship owners.

The same applies if the Insured Vessel comes into collision with any inland craft or into contact with a fixed or floating object or structure belonging to the Assured.

4.2 Payment of indemnity

4.2.1 Payment for loss or damage

All loss or damage for Insurers' account shall be paid within thirty (30) days after presentation of all relevant documentation enabling the Insurers to proceed with the payment to the Assured or to the beneficiary under any assignment or transfer of rights under this policy.

If the Insurers fail to pay the claim within the above mentioned period, the Assured may claim interest on the indemnity payable by the Insurers. The applicable rate of interest shall be determined by French law.

When loss or damage is indemnified, all outstanding premiums payable by the Assured up to the time of settlement shall be set off against the indemnity even in case of bankruptcy or insolvency of the Assured. Furthermore any bond containing a promise to pay by Insurers shall be redeemable immediately.

4.2.2 Settlement of claims giving rise to right of abandonment

Settlement in cases giving rise to the right of abandonment as stated in Article 4.1.6 shall be made within thirty (30) days after presentation by the Assured of, inter alia, the following documents:

- Survey report(s);
- Documents evidencing the estimated cost of repair and any tenders agreed and accepted by the Leading Insurer;
- Sea protest and/or logbook if available;
- Copy of Class certificate of the vessel valid at the time of the loss;
- Copy of ISM certificates valid at the time of the loss;
- Copy of ISPS certificates valid at the time of the loss;
- Registration documents of the Insured Vessel issued by the Flag State authority;
- Mortgagee's payment authority or clear evidence that the vessel is not mortgaged;
- Declaration of the owner that no other hull and machinery insurance cover exists on the Insured Vessel;
- List of crew members and certificates of competence of Officers and Crew.

Insurers may at their option require the Assured to produce additional documents, not listed above, if reasonably necessary and available prior to payment of the insurance indemnity.

4.2.3 Reinstatement of the sum insured

After the occurrence of any accident giving rise to payment of indemnity under this policy, the sum insured is automatically reinstated.

SECTION V – APPLICABLE LAW AND PROCEDURAL MATTERS

5.1 Applicable law

This policy is subject to French Law and in particular to the provisions of the “Code des Assurances” relating to Marine Insurance (Book I, Title VII).

5.2 Subrogation

Insurers shall be vested with the rights of the Assured to the extent of any indemnity paid on this policy, but only when such payment has been effected.

The Assured undertakes, when required by Insurers, to confirm such transfer of rights in the adjustment, in any receipt for settlement or any other document.

5.3 Time bar

Any claim under this policy shall be subject to a time bar of two years.

The two year time-limit starts to run:

- a) Concerning an action in respect of payment of the premium, from the date the premium is due;
- b) Concerning actions for loss of or damage, from the date of the accident giving the right of action;
- c) Concerning actions for abandonment, from the date of the accident giving right to abandonment;
- d) Concerning actions for general average contribution, salvage remuneration or any third party claim, from the date of the payment or the date of the legal proceedings against the Assured;
- e) Concerning actions for any sum incorrectly paid by virtue of this policy, from the date the incorrect payment was made.

5.4 Mediation clause

The Assured and the Leading Insurer, on behalf of all co-Insurers, may, in case of any dispute under this policy, (apart from any dispute relating to preservation of rights of any party or the recovery of the premium) refer the dispute to a single mediator before starting any proceedings.

A/ Commencement of mediation:

- The mediator shall be appointed by both parties following an invitation to mediate issued by the party initiating mediation.
- The appointed mediator shall be free to accept or refuse the appointment without indicating any reasons.
- The mediator’s appointment interrupts the time-bar period.

B/ Mediation procedure:

- The mediator shall conduct his mission independently.
- His mission is to investigate all disputes based on the insurance contract between the Assured and the Insurers represented by the Leading Insurer.
- The mediator may set out a timetable for the parties to disclose their factual documents and to set out their arguments.

– He is entitled to hear the parties separately or together in order to obtain their explanations.

Unless the parties agree to the contrary, the mediator's views and advice do not bind the parties and shall remain private and confidential. The parties undertake not to disclose the views and advice of the mediator in any legal or arbitration proceedings.

The costs of the mediation are for the Insurers' account.

5.5 Arbitration clause

All disputes arising in connection with this policy shall be settled by the Chambre Arbitrale Maritime de Paris under its Rules of Arbitration or by any other agreed Arbitration Tribunal.

SPECIMEN

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

F.P.A. unless clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

Notwithstanding Article 1.1 of the Marine Conditions, cover under this insurance excludes particular average loss and damage of the Insured Vessel, unless caused by collision, contact, grounding, stranding, lightning, fire or explosion of the Insured Vessel.

All other terms and conditions of the Marine Conditions shall apply.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

F.P.A. absolutely clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

Notwithstanding Article 1.1. of the Marine Conditions, cover under this insurance is limited to actual total loss, constructive total loss, third party liabilities and expenses as provided under Articles 1.1.2 and 1.1.3 of the Marine Conditions. All other terms and conditions of the Marine Conditions shall apply.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Actual total loss and constructive total loss clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

Notwithstanding Article 1.1 of the Marine Conditions, cover under this insurance is limited to actual total loss, constructive total loss and salvage charges. All other terms and conditions of the Marine Conditions apply.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Wreck removal clause

This clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

This clause extends cover within the limits of the amount specified in the Particular Conditions, to the payment of such expenses for removal, destruction, marking or lighting of the wreck of the Insured Vessel as the Assured is obliged to incur by a decision of a competent authority following an accident covered under the Marine Conditions.

Claims under this extension are payable without application of any deductible.

All other terms and conditions of the Marine Conditions shall apply.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Contributory value clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

For purposes of General Average, Sue and Labour and Salvage, the Insured Vessel is deemed to be insured for her actual sound market value. All other terms and conditions of the Marine Conditions apply.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Lay-up return clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

Notwithstanding any provision to the contrary in this policy, the Assured shall be entitled to a return of premium when the Insured Vessel is laid up whether under repair or not. The Insured Vessel shall not be laid up with any cargo on board.

Such return is subject to prior agreement by Insurers of both the lay-up location and arrangements.

The period of consecutive days allowing a return and the annual rate during lay-up shall be agreed by leading Insurers, as set out below.

Should part of the period of consecutive days allowing a return fall outside the period of this policy then the premium returned will be calculated pro-rata on the number of days covered by the period of the insurance.

Period of consecutive days allowing a return:

Annual lay-up rates:

1. per cent not under repair.
2. per cent under repair.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Cyber attack exclusion clause

1. Subject only to Clause 2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

January 1st, 2012

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Increased value and excess liability clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

1. Scope of the additional cover

The cover provided by Section 1 of the Marine Conditions is hereby extended to cover the following interests as per the sum insured set out in the Particular Conditions:

- A) Increased value and /or disbursements.
- B) The proportion of General Average, Sue and Labour, Salvage, Salvage charges which cannot be recovered under the Marine Conditions as a consequence of the contribution of the Insured Vessel to General Average, Sue and Labour, Salvage, Salvage charges being assessed on the basis of the Insured Vessel's sound market value exceeding the insured value under the Marine Conditions.
- C) Liability incurred by reason of the vessel being in collision with a seagoing vessel or inland craft, or contact with a fixed or floating object or structure, but only for that part which exceeds the amount recoverable under the Marine Conditions solely by reason of the fact that the liability exceeds the insured limits in the Marine Conditions.

Any indemnity under A) above will only be payable in case of an actual or constructive total loss of the Insured Vessel covered under the Marine Conditions.

2. Insurers' liability

The sum insured under Article 1 A) above or any other policy covering the same interests shall not exceed any limit specified, as a percentage of the Agreed Value of the Insured Vessel, as set out in Article 1.3.1 of the Marine Conditions.

The Insurers' liability under A), B) and C) of Article 1 above, separately and per accident, shall not exceed the sum insured under the Particular Conditions.

If Insurers agree to the payment of a compromised total loss, the indemnity payable under Article 1 A) shall be in the same proportion as the compromise amount bears to the Agreed Value under the Marine Conditions.

January 1st, 2012

SPECIMEN

ALL RISKS MARINE HULL AND MACHINERY INSURANCE POLICY

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Freight interest clause

This additional clause is exclusively for use with and subject to the All Risks Marine Hull and Machinery Insurance Policy – French form dated January 1st, 2012 (the “Marine Conditions”).

1. Scope of the additional cover

The cover provided by Section 1 of the Marine Conditions is hereby extended to cover the following interests as per the sum insured set out in the Particular Conditions:

- Freight interest and Freight revenue.

Any indemnity will only be payable hereon in case of an actual or constructive total loss of the Insured Vessel covered under the Marine Conditions.

2. Insurers' liability

The sums insured by this additional clause or any other policy covering the same interests shall not exceed any limit specified, as a percentage of the Agreed Value of the Insured Vessel, as set out in Article 1.3.1 of the Marine Conditions.

The Insurers' liability per accident shall not exceed the sum insured under the Particular Conditions.

If Hull and Machinery Insurers agree to the payment of a compromised total loss the indemnity payable under this clause shall be in the same proportion as the compromise amount bears to the Agreed Value under the Marine Conditions.

January 1st, 2012

These clauses are for illustrative purposes only and different terms and conditions may be agreed in particular where any clause excludes losses or makes cover subject to certain conditions.

MARINE HULL INSURANCE CONDITIONS COVERING WAR, PIRACY, TERRORISM AND SIMILAR RISKS

(French Form dated January 1st, 2012)

CONTENTS

SECTION I – SCOPE OF THE COVER

1	Risks covered	1
1.1	Physical loss of or damage cover, loss of use or deprivation cover	1
1.2	4/4 THS collision liability and fixed and floating objects	2
1.3	Cover for salvage, general average, sue and labour, legal costs	2
2	Exclusions	2
3	Insurers total limit of liability	2

SECTION II – GENERAL PROVISIONS

4	Abandonment	3
5	Cause of the accident	3
6	Navigation limitations	3
7	Areas of Enhanced Risk - Duties of the assured	3
8	Amendment to areas of enhanced risk	4
9	Cancellation	4
10	Automatic termination	4

Cover under these War Conditions is provided on the terms set out below, and is expressly subject to the terms (except articles 1.1 – 1.2.3 – 1.3.2 – 1.4.2 – 1.4.4 – 1.4.5 and 1.4.6) of the “All Risks Marine Hull and Machinery Insurance Policy, French Form dated January 1st, 2012” (referred to below as the “Marine Conditions”) and to the Particular Conditions of the contract for the war risks.

SECTION I – SCOPE OF THE COVER

1 Risks covered

Subject to the terms, conditions, restrictions and exclusions herein, these War Conditions cover physical loss of or damage to the Insured Vessel (as defined in the Marine Conditions), and third party liabilities, costs and expenses caused by:

- a) War, civil war, revolution, rebellion, insurrection and civil strife resulting therefrom;
- b) Torpedoes, mines and all weapons of war whether derelict or not;
- c) Capture, taking at sea, arrest, seizure, restraint or detainment by any government or other authority;
- d) Confiscation or expropriation by any government or other authority;
- e) Riots, civil commotions, strikes, lockouts and other similar labour disturbances;
- f) Piracy;
- g) Malicious acts or vandalism in each case of a political motive or related to war;
- h) Acts of sabotage or terrorism in each case of a political motive or related to war.

1.1 – Physical loss of or damage cover, loss of use or deprivation cover

When caused by one of the above risks and subject to the provisions and exclusions of these War Conditions, are covered:

1.1.1 Physical loss of or damage to the Insured Vessel (as described in Article 1.1.1 A, B and C of the Marine Conditions) even when resulting from:

scuttling, deliberate fire or destruction or deliberate damage ordered by:

- The Authorities of the State where the Assured's head Office or the Insured Vessel's Owner is registered, or
- The Authorities of the vessel's flag State or of the State where the vessel is registered, or
- The Authorities of any other State to prevent or mitigate either a pollution hazard, damage to the environment or other damage to its territorial waters.

- 1.1.2 Loss of use or deprivation of the Insured Vessel caused by inability to sail from any port, harbour, canal, river or other similar restricted navigable waters, namely "Blocking and trapping", even when there is no physical loss of or damage to the Insured Vessel. Such loss of use or deprivation shall entitle the Assured to elect to abandon the Insured Vessel in accordance with Article 4 below.

The indemnity payable by the Insurers per accident under this Article 1.1 shall not exceed the Agreed Value of the Insured Vessel.

1.2 - 4/4 THS collision liability or contact with fixed or floating objects

Subject to the terms, conditions, restrictions and exclusions herein, these War Conditions cover liability incurred by the Insured Vessel when resulting from or caused by one of the risks listed in Article 1.1 above and which is:

- a) in consequence of her collision with a seagoing vessel or inland craft, or contact with a fixed or floating object or structure,
- b) in respect of damage caused by the hawsers, anchors, chains or annexes of the Insured Vessel while attached to the Insured Vessel or being handled or used in connection with the operation of the Insured Vessel.

The indemnity payable by the Insurers per accident under this Article 1.2 shall not exceed the Agreed Value of the Insured Vessel.

1.3 - Cover for salvage, general average, sue and labour, legal costs

Subject to the terms, conditions, restrictions and exclusions herein, these War Conditions cover the following when resulting from or caused by one of the risks listed in Article 1.1 above:

- a) The Insured Vessel's contribution to General Average;
- b) The Insured Vessel's contribution to Salvage and salvage charges;
- c) Sue and labour expenses reasonably incurred to prevent loss of or damage to the Insured Vessel caused by an insured risk or to minimize a loss which would be recoverable under this policy;
- d) Legal costs incurred in respect of above items a), b), c) and in respect of insured third party liability.

In paragraph 1.3, legal costs shall mean only such costs as are incurred with Insurers' prior agreement.

The indemnity including the legal costs payable by the Insurers per accident under this Article 1.3 shall not exceed the Agreed Value of the Insured Vessel.

2 Exclusions

In addition to the exclusions listed in Article 1.2.1 and 1.2.2 of the Marine Conditions, these War Conditions exclude loss, damage, liability or expense caused by or arising from:

- a) capture, taking at sea, arrest, seizure, restraint, detainment, confiscation or expropriation when ordered by:
 - The Authorities of the State where the head office of the Assured or the Insured Vessel's Owner is registered;
 - The Authorities of the Insured Vessel's Flag State or of the State where the Insured Vessel is registered;
- b) the outbreak of war (whether there is a declaration of war or not) between any of the following countries: France, the People's Republic of China, the Russian Federation, United Kingdom, United States of America.

3 Insurers total limit of liability

Insurers' total limit of liability for all cover granted under these War Conditions is limited per accident to an aggregate total of three times the Agreed Value of the Insured Vessel.

SECTION II – GENERAL PROVISIONS

4 Abandonment

In addition to the right of abandonment set out in Article 4.1.6 of the "Marine Conditions", where there is a continuous loss of use or deprivation of the Insured Vessel as per Article 1.1.2 above, including loss of use or deprivation caused by capture, taking at sea, arrest, seizure, restraint, detainment, confiscation, expropriation or piracy, the Assured may on the terms set out herein elect to abandon the Insured Vessel to Insurers.

The Insurers to whom the Insured Vessel has been abandoned are entitled to accept abandonment or to settle the claim as a total loss without transfer of ownership. Abandonment must be notified to the Insurers within three months from the date on which such loss of use or deprivation first occurs.

On the expiry of nine months as from the date of such notice of abandonment, the Assured shall be entitled to the payment of a constructive total loss, unless the Insured Vessel has in the meantime been recovered by the Assured or by his representatives.

5 Cause of the accident

Where it is impossible to establish whether accidental loss of or damage to the Insured Vessel is caused by a risk covered under these War Conditions or a risk covered under the Marine Conditions, then such loss or damage shall be deemed to have been caused by a risk covered under the Marine Conditions.

6 Navigation limitations

This insurance covers the Insured Vessel whilst within the geographical limits specified in the Particular Conditions.

The Insured Vessel shall not enter, navigate, be moored or laid-up or located in the Areas of Enhanced Risk specified in the Particular Conditions which are applicable as from inception of the policy.

To secure continuation of cover in such Areas, the Insured must comply with the breach of navigation provisions in Article 7 below.

7 Areas of Enhanced Risk - Duties of the assured

7.1 To secure continuation of coverage under this policy in case of breach of Article 6 above the Assured must:

- Notify the Insurers before the Insured Vessel enters any Area of Enhanced Risk; and
- Accept such amended terms and conditions, including any additional premium as may be required by Insurers.

7.2 The Insurers will not be liable for any loss, damage, liability or expense arising out or resulting from an accident whilst the Insured Vessel is in breach of Article 6 if the Insurers have not received such prior notification.

7.3 Notwithstanding clause 7.2, the Assured shall be covered under these War Conditions if he can establish that failure to notify Insurers was made in good faith. In particular if the Assured was covered under these War Conditions for all previous breaches of Article 7.1 with Insurers on this policy, then the absence of prior notice for any single new breach shall not prejudice coverage hereon. In this case, the Assured remains obliged to notify any such breaches as soon as he becomes aware of them.

8 Amendment to areas of enhanced risk

The List of Areas of Enhanced Risk will be attached to the policy on the date of issuance of this policy.

Any addition, deletion, revision, amendment to the List of Areas of Enhanced Risk during the course of the policy will be effected as follows:

8.1 The Leading Insurers will address to the Assured or his broker an amended List of Areas of Enhanced Risk together with notice of cancellation in accordance with Article 9 below.

8.2 The Assured shall advise Insurers of his acceptance or refusal of the amended List before expiry of the notice of cancellation.

8.3 If the Assured declines to accept the amended List, cover under these War Conditions will be terminated upon expiry of the notice of cancellation.

8.4 Where the Assured does not expressly decline to accept the List, then upon expiry of the notice of cancellation, the policy will be automatically reinstated, incorporating the List of Areas of Enhanced Risk as amended.

8.5 As from the date of automatic reinstatement, the provisions of Article 7 above will apply to all Areas mentioned in the amended List of Areas of Enhanced Risk.

8.6 Should the Insured Vessel be in any new area of Enhanced Risks at the time of receiving notice of cancellation, as per Article 8.1 above if the Assured wishes the cover to remain in force, he must comply before expiry of the notice of cancellation with the provisions of Article 7.1 above.

9 Cancellation

The Assured and the Insurers have the right to cancel cover under these War Conditions at any time by giving notice.

Cancellation shall be notified by registered letter or electronic message and will take effect at 00:00 GMT seven (7) days from the date of sending of the said notice by either the Assured or Insurers.

Where the notice is given through a broker, the notice shall be deferred by three working days to enable the broker to transmit the notice to the Assured(s), mortgagee(s) and other parties to whom the broker has an obligation to transmit the notice.

The Insurers agree, however, to reinstate this insurance subject to agreement between the Insurers and the Assured prior to the expiry of such notice of cancellation as to any new rate, premium, terms and conditions.

However, if the Insured Vessel is at sea at the time when cancellation is likely to occur, the Insured Vessel will remain covered under these War Conditions until she can reach the nearest suitable port, on condition that the Assured shall pay such additional premium as may be fixed by the Insurers.

Where cover under these War Conditions is cancelled, a pro rata net return of premium will be paid to the Assured.

Any terms, conditions and/or exceptions as may have been agreed with the Assured at the time of first concluding this policy such as deletion, limitation or restriction concerning Areas of Enhanced Risk will remain applicable but shall not apply to the Areas newly added by the amended List.

10 Automatic termination

Whether or not a notice of cancellation has been given, this insurance shall TERMINATE AUTOMATICALLY:

- Upon the outbreak of war (whether there is a declaration of war or not) between any of the following countries : France, the People's Republic of China, the Russian Federation, United Kingdom, United States of America;
- In the event of the Vessel being requisitioned, either for title or use.

Where cover under these War Conditions is automatically terminated, a pro rata net return of premium will be paid to the Assured.

MARINE HULL INSURANCE CONDITIONS COVERING WAR, PIRACY, TERRORISM AND SIMILAR RISKS

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Increased value and excess liability clause

This additional clause is exclusively for use with and subject to the Marine Hull Insurance Conditions covering War, Piracy, Terrorism and Similar risks – French form dated January 1st, 2012 (the “War Conditions”).

1. Scope of the additional cover

Cover provided by Article 1 of the War Conditions is hereby extended to cover the following interests as per the sum insured set out in the Particular Conditions:

A) Increased value and /or disbursements.

B) The proportion of General Average, Sue and Labour, Salvage, Salvage charges which cannot be recovered under the Insured Vessel's War Conditions as a consequence of the contribution of the Insured Vessel to General Average, Sue and Labour, Salvage, Salvage charges being assessed on the basis of the Insured Vessel's sound market value exceeding the insured value under the War Conditions.

C) Liability incurred by reason of the vessel being in collision with a seagoing vessel or inland craft, or contact with a fixed or floating object or structure, but only for that part which exceeds the amount recoverable under the Insured Vessel's War Conditions solely by reason of the fact that the liability exceeds the insured limits in those War Conditions.

Any indemnity under A) above will only be recoverable in case of an actual or constructive total loss of the Insured Vessel covered under the War Conditions.

2. Insurers' liability

The sum insured under Article 1 A) above or any other policy covering the same interests shall not exceed any limit specified, as a percentage of the Agreed Value of the Insured Vessel, as set out in Article 1.3.1 of the Marine Conditions.

The Insurers' liability under A), B) and C) of Article 1, separately and per accident shall not exceed the sum insured under the Particular Conditions.

If War Insurers agree to the payment of a compromised total loss, the indemnity payable under Article 1 A) above shall be in the same proportion as the compromise amount bears to the Agreed Value under the War Conditions.

January 1st, 2012

SPECIMEN

MARINE HULL INSURANCE CONDITIONS COVERING WAR, PIRACY, TERRORISM AND SIMILAR RISKS

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

Freight interest clause

This additional clause is exclusively for use with and subject to the Marine Hull Insurance Conditions covering War, Piracy, Terrorism and Similar Risks – French form dated January 1st, 2012 (the “War Conditions”).

1. Scope of the additional cover

Cover provided by Article 1 of the War Conditions is hereby extended to cover the following interests as per the sum insured set out in the Particular Conditions:

- Freight interest and Freight revenue.

Any indemnity will only be payable in case of an actual or constructive total loss of the Insured Vessel covered under the War Conditions.

2. Insurers' liability

The sum insured by this additional clause or any other policy covering the same interests shall not exceed any limit specified, as a percentage of the Agreed Value of the Insured Vessel, as set out in Article 1.3.1 of the Marine Conditions.

The Insurers' liability per accident shall not exceed the sum insured under the Particular Conditions.

If War Insurers agree to the payment of a compromised total loss the indemnity payable under this clause shall be in the same proportion as the compromise amount bears to the Agreed Value under the War Conditions.

January 1st, 2012

MARINE HULL INSURANCE CONDITIONS COVERING WAR, PIRACY, TERRORISM AND SIMILAR RISKS

(French Form dated January 1st, 2012)

ADDITIONAL CLAUSE

War risks extension to third party liabilities

This clause is exclusively for use with and subject to the Marine Hull Insurance Conditions covering War, Terrorism and Similar Risks dated 01/07/2010, referred as the "War Conditions".

All exclusions, notices of cancellation and other provisions applicable under the "War Conditions" also apply under this clause.

Article 1 – Scope of cover

Cover for liability, costs and expenses granted under Articles 1.2 and 1.3 of the War Conditions is hereby extended to:

- claims against the Insured Vessel resulting from or caused by one of the risks covered in Article 1.1 of the War Conditions even if there is no collision, or contact with any other vessel, or fixed and floating object or structure ;
- claims arising from or in respect of:
 - a) A hire or a charter contract of any cranes, lighters, barges or any other equipment used during loading or discharging operations;
 - b) A towage contract for any damage sustained by the tug(s) or third party claims against the tug(s);
 - c) A towage contract to indemnify the tug(s) if not navigating or diverted due to damage to the Insured Vessel which is covered under the War Conditions;
 - d) Expenses which the Assured is obliged to incur for the raising, removal, destruction, marking or lighting of the wreck of the Insured Vessel by decision of a competent authority following an accident covered under the War Conditions;
 - e) Expenses incurred for the salvage and recovery of the Insured Vessel;
 - f) General Average contribution from cargo interests which is not recoverable only by reason of a breach of the contract of carriage by the Assured;

- g) Necessary measures taken by the Assured to protect all or part of the cargo because of damage to the Insured Vessel, because of the condition of the cargo or because it has been impossible to obtain the receivers' agreement to accept the cargo (This provision shall not apply where the cost and expense of such measures are considered General Average expenditure).
- h) The Insured Vessel's proportion of General Average not recoverable under the Hull and Machinery Policy either due to policy limits of cover or by reason of the sound value of the Insured Vessel having been assessed for contribution to General Average at a value in excess of the amount of the Agreed Value for which the Insured Vessel is insured;
- i) Expenses incurred following a diversion of the Insured Vessel reasonably undertaken for the purpose of saving life at sea or securing the necessary treatment ashore of sick or injured persons aboard the Insured Vessel, or of landing stowaways, refugees or persons saved at sea. Diversion expenses shall be the net cost to the Assured after deduction of running expenses that would have been incurred even without such diversion. Diversion expenses will include bunker consumption, insurance, wages, stores, provisions and port charges;
- and claims as follows:
 - j) Claims brought against the Insured Vessel for loss, damage or expense arising from pollution or contamination caused by:
 - The bunkers of the Insured Vessel.
 - The cargo (this provision shall only apply to tankers and liquid bulk carriers).
 - k) Claims against the Insured Vessel, by third parties, passengers and other persons carried on board the ship, for physical loss of and damage to property and bodily injury;
 - l) Liability to crew members on board of the vessel in respect of hospital, medical, funeral and repatriation expenses, compensation and damages in respect of loss of life, personal injury, illness or disability.

Article 2 – Exclusion

In addition to the exclusions applicable under the War Conditions, the present clause does not apply to claims from stowaways.

Article 3 – Underwriters' limit of liability

The liability of Underwriters under this additional clause in respect of any one accident or occurrence or series of accidents arising out of the same event shall not exceed the Agreed Value of the Insured Vessel.

All interests (including crew) are subject to a combined single limit up to the Agreed Value.

Article 4 – Fund of Limitation

When following an event covered under provisions of article 1st 2) of the General Conditions or under the present clause, the Assured sets up the limitation fund required by the applicable regulation on Shipowners liability limits, the indemnity payable by the insurers is used to refund of the sums that might have been paid by persons or institutions that might have set up the limitation fund or given their guarantee to third parties who would have sustained damage.

In case the Assured would not use the exemptions or the limitation of liability that he would be entitled to use, the amount of the refund falling to the insurers would not exceed the one which had been at their expense if the exemptions or limitations had been used.

January 1st, 2012

These clauses are for illustrative purposes only and different terms and conditions may be agreed in particular where any clause excludes losses or makes cover subject to certain conditions.

MARINE INSURANCE CONDITIONS COVERING LOSS OF INCOME OF SEA-GOING VESSELS

(French Form dated January 1st, 2012)

CONTENTS

1	Scope of the cover	1
2	Calculation Of The Indemnity	1
2.1	The daily sum of loss of income	1
2.2	The insured period of loss of income	1
2.2.1	Loss of income period with simultaneous repair works	2
2.2.2	Partial loss of income	3
2.3	Deductible	3
3	Extra costs or expenses to reduce the period of loss of income	3
4	Survey of damage	3
5	Tender and choice of the repair yard	4
6	Deferred repairs	4
7	Repairs and change of ownership	4
8	Exclusions	4
9	Claims information	4
10	Cancellation and return of premium	5
11	Reinstatement	5

Cover under these Loss of Income Conditions is subject to the terms, conditions and exclusions of the "All Risks Marine Hull and Machinery Insurance Policy, French form dated January 1st, 2012", (the "Marine Conditions") and to the Particular Conditions of the loss of income contract.

1 Scope of the cover

This policy covers total or partial loss of income caused by physical damage to the Insured Vessel provided:

- Such damage is caused by an accident occurring within the policy period, and
- Such accident is covered under the Marine Conditions.

2 Calculation of the indemnity

The indemnity payable per accident shall be calculated on the basis of the daily sum and the period of loss of income insured, in excess of the deductible, as defined below.

2.1 The daily sum of loss of income

The loss of income payable per day under this policy shall be the fixed and agreed sum set out in the Particular Conditions, whether or not the Insured Vessel is employed at the time of the occurrence of the accident under a charter party, contract of affreightment or other similar contract.

2.2 The insured period of loss of income

This is the period, calculated in number of days, hours, minutes, during which the Insured Vessel has been prevented from earning income after an accident covered under the Marine Conditions.

The period of loss of income covered, as defined in Article 1, shall not exceed any of the following:

1. The maximum number of days for the Insured Vessel per accident, per year and in the aggregate, set out in the Particular Conditions.
2. The off-hire period caused by the insured accident as defined in the charter party, contract of affreightment or similar contract in force on the Insured Vessel (the "relevant contract"), where such contract at the time of accident remains in force upon completion of repairs.

This period will cease when the vessel can resume its operations under the relevant contract.

3. The time necessary to effect temporary repairs, tenders, proceed to the repair yard, be surveyed, repaired and until the Insured Vessel is ready to resume navigation upon completion of repairs where:
 - (a) there is no relevant contract at the time of accident; or
 - (b) the relevant contract has been cancelled following an insured accident.

This period will also include any delay necessary for the procurement of replacement items or parts as required by the insured works.

Furthermore, if the Insured Vessel at the time of the accident was operating in a liner trade, plying a regular route or employed in a geographically limited area, the time necessary to sail in ballast from the repair yard to the first and nearest port of service or of loading within the vessel's usual trading area at the time of accident shall be included in the period of loss of income.

The time taken to reach the first port of loading from the repair yard shall also be included in the period of loss of income for an Insured Vessel which, prior to the accident, had been fixed on a relevant contract where hire is due to start and such contract is to be performed upon completion of repairs.

The additional covered period after repairs, as above, shall not exceed the time taken initially to proceed to the repair yard.

Should this insurance attach or expire during the course of a voyage where the Insured Vessel has sustained several periods of heavy weather or ice contacts resulting, as per Article 2.3, in a single insured accident then the insured period of loss of income net of deductible will be reduced in the same proportion as the insured period of the voyage bears to the total duration of the voyage.

2.2.1 Loss of income period with simultaneous repair works

Repairs in a yard can be done simultaneously for insured accidents and for works not covered under this policy.

In the case of simultaneous repairs the Underwriters will only indemnify half of the time common to those two classes of repairs in excess of the deductible period provided works not covered require to immobilise the vessel. If not, time to carry out such works not covered will not be included into the common repair time.

This rule of equal apportionment will be applied by taking into account the time that each class of works would have taken if they had been performed separately and by assuming that both classes of works start at the same time upon arrival of the Insured Vessel at the yard.

The rule of equal apportionment will also be applicable to:

- Simultaneous repairs of two accidents covered under this policy. In such case, the deductible period of one accident, which is part of common repair time, but not within the deductible period of another insured accident will be apportioned;
- Repairs works which are simultaneously performed for accidents covered under different loss of income policies. In such case, the deductible period of one accident, which is part of common repair time, but not within the deductible period of another insured accident will be apportioned.

In the case of simultaneous repairs, the times lost to effect tenders, surveys and proceed to the repair yard after the deductible period shall be apportioned on basis of the time that each class of works would have taken if they had been performed separately.

Such apportionment will also be applicable to the period of loss of income after completion of repairs.

2.2.2 Partial loss of income

This insurance will cover a partial loss of income following physical damage to the Insured Vessel which causes a reduction in the cargo carrying or transport capacity or a reduction in the speed of the Insured Vessel.

Such partial loss of income payable under this policy shall be assessed by surveyors following a survey of the damage made in accordance with Article 4 below.

The proportion of such reduced capacity or speed and the period during which such reduction has taken place will be used to calculate a corresponding whole period of loss of income to establish the indemnity payable under this policy. Such period will be added to the loss of income period calculated in accordance with the Articles above.

Nothing in this Article shall be construed so as to relieve the Assured from the duties to avert or minimise loss of income recoverable under this policy or to effect the insured repairs with due diligence and dispatch.

2.3 Deductible

The indemnity due in respect of a single accident shall be payable after deducting from the insured period of loss of income the number of days set out as the deductible per accident in the Particular Conditions.

For any one accident the deductible shall be applicable as from the first day of the period of loss of income.

Physical damage to the Insured Vessel during a single sea passage between two consecutive ports and arising from several periods of heavy weather or contact with floating ice shall be deemed due to a single accident.

3 Extra costs or expenses to reduce the period of loss of income

It is the duty of the Assured to take such measures, including temporary repairs, as may be reasonable for the purpose of averting or minimising a loss of income recoverable under this policy.

The Underwriters will contribute to any extra costs reasonably incurred by the Assured for such measures, provided such costs are not recoverable from any other Underwriters and such measures have contributed to the reduction in the period of loss of income or have been previously approved by Underwriters of this policy.

The total indemnity payable per accident, including those extra costs, will not exceed the indemnity that would have been payable if no such measures had been taken, unless such measures have been previously approved by Underwriters of this policy.

4 Survey of damage

The Assured shall, as soon as practicable and in any case not later than 60 (sixty) days from the date of the accident, participate with Underwriters' representatives in a joint survey of the damage giving rise to any claim under this policy.

In circumstances where there may be a claim for partial loss of income, such joint survey must take place not later than 14 (fourteen) days from the date of the accident.

5 Tender and choice of the repair yard

The Underwriters may decide that several yards should be invited to tender for the repair to the Insured Vessel. Those yards will be chosen in agreement with the Assured.

In this case, although the Assured shall decide the yard which is to do the insured repairs, the indemnity will be calculated on the basis of the shortest period of loss of income including the repair time quoted by the yards which submitted tenders for the repair works without prejudice to Article 2.2.

If the Assured elects to have the repairs done by the yard which has quoted the repair time resulting in the shortest period of loss of income, Insurers will pay an indemnity for the period of loss of income calculated on the basis of the actual repair time, even if it exceeds the time quoted in the tender.

6 Deferred repairs

Loss of income shall only be recoverable on this policy on the condition that repairs to physical damage are completed within six months from the date the insured accident has been notified by the Assured, unless an extension has been agreed by the Underwriters in writing.

7 Repairs and change of ownership

No indemnity shall be payable under this policy for any period of loss of income after transfer of ownership of the vessel to a third party. No right or entitlement whatsoever under this policy shall be transferred to the new owner.

8 Exclusions

In addition to the exclusions listed in Article 1.2 of the Marine Conditions, there shall be no liability under this policy for loss of income following or caused by:

- An actual or constructive total loss of the Insured Vessel.
- An unrepaired damage claim as per clause 4.1.5 of the Marine Conditions.
- Slow steaming unless resulting from an accident covered under Articles 1 and 2.2.2 above.
- Any loss of income arising from physical damage occurring when the vessel is laid up, unless the Assured has entered into a binding charter party, contract of affreightment or similar contract for the Insured Vessel, prior to the accident, which was to be performed before the completion of repairs.

9 Claims information

In addition to the matters listed in Article 2.2 of the Marine Conditions the Assured must disclose promptly to Underwriters:

- The off-hire clause under the relevant contract in force at the time of accident and upon completion of repairs, and any other document that may be required by Underwriters to support the claim.

- Whether the Insured Vessel was laid up at the time of accident.
- Any accident which is likely to give rise to a claim under this policy so that decisions in respect of repairs, temporary or permanent, can be taken with due diligence and dispatch to minimise the period of loss of income.

In case of breach of the above duties, the Assured may forfeit any right to an indemnity under this policy.

10 Cancellation and return of premium

In addition to Article 2.6 of the Marine Conditions, the Assured will be entitled to cancel this loss of income insurance and to a return of premium if the Insured Vessel is laid up not under insured repairs, but subject always to there being no known or outstanding accident which might give rise to a claim under this policy.

11 Reinstatement

After the occurrence of any accident giving rise to payment of indemnity under this policy, the sum insured is automatically reinstated up to the original insured sum on terms and conditions to be agreed with the Insurers.

MARINE INSURANCE CONDITIONS COVERING LOSS OF INCOME OF SEA-GOING VESSELS

(French Form dated January 1st, 2012)

EXTENSION CLAUSE

Absence of physical damage

This clause is exclusively for use with and subject to the General Conditions of the Marine Insurance Conditions covering loss of Income of Sea Going Vessels – French form dated January 1st, 2012 (the “Loss of Income Conditions”).

1. Scope of the additional cover

Cover granted under Article 1 of the Loss of Income Conditions is hereby extended to cover the following accidents where the Insured Vessel has not sustained any physical damage:

- Grounding of the Insured Vessel;
- Operations which are necessary to save, remove, unload, and dispose of damaged cargo carried by the Insured Vessel;
- A general average sacrifice;
- A sudden, accidental and abnormal physical obstruction outside of the control of the Assured which:
 - a) has prevented the Insured Vessel from sailing, leaving any port, harbour, quay canal, seaway, waterway or any other similar restricted navigable waters or from mooring, loading, transshipping or discharging cargo or embarking or disembarking passengers; and
 - b) could not have been foreseen even if the Assured had exerted due diligence prior to entering the obstructed location.

2. Exclusions

This policy excludes all liability, loss, cost or expense where the Insured Vessel is so prevented as per Article 1 a) above because of:

- War, strikes, riots, civil commotions, terrorism, piracy, sabotage, vandalism and malicious damage;
- Any infectious diseases, epidemics, poisoning, quarantine or any similar occurrence;
- Formation or presence of ice;
- Detention, arrest, detainment or decision by any authority preventing the departure of the Insured Vessel, unless the order has been given due to and following the occurrence of a sudden, accidental and abnormal physical obstruction;
- Dredging and maintenance works in any of the areas mentioned in Article 1 a).

January 1st, 2012

SPECIMEN

MARINE INSURANCE CONDITIONS COVERING LOSS OF INCOME OF SEA-GOING VESSELS

(French Form dated January 1st, 2012)

EXTENSION CLAUSE

War risks

This clause is exclusively for use with and subject to the Marine Insurance Conditions Covering Loss of Income of Sea Going Vessels – French Form dated January 1st, 2012 (the “Loss of Income Conditions”).

This clause extends cover to loss of income caused by War, Piracy, Terrorism or Similar risks subject to all terms and conditions of the Marine Hull Insurance Conditions Covering War, Piracy, Terrorism and Similar Risks (French Form dated January 1st, 2012).

This clause shall not apply nor extend cover to the terms and conditions set out in the Loss of Income “Extension Clause: absence of physical damage”.

January 1st, 2012

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