American Institute 87B-108

Hull War Risks and Strikes Clauses (Including Automatic Termination and Cancellation Provisions) For Attachment to American Institute Hull Clauses December 1, 1977

physical damage to the Vessel.

To b	be attached to and form a part of Policy No.	of the	1
attached	s insurance, subject to the exclusions set forth herein, covers on d Policy (including collision liability) in the absence of the WAR, Sed therein but which are excluded thereby and which risks shall be cor	TRIKES AND RELATED EXCLUSIONS clause	2 3 4 5
	Any mine, bomb or torpedo not carried as cargo on board the Vessel	ŭ	6
2.	Any weapon of war employing atomic or nuclear fission and/or for matter;		7 8
3.	Civil war, revolution, rebellion, insurrection, or civil strife arising there	from;	9
4.	Strikes, lockouts, political or labor disturbances, civil commotions, rio	ts, martial law, military or usurped power;	10
5.	Malicious acts or vandalism to the extent only that such risks are not	covered by the attached Policy;	11
6.	Hostilities or warlike operations (whether there be a declaration include collision or contact with aircraft, rockets or similar missilesting, heavy weather, fire or explosion unless caused directly by which act is independent of the nature of the voyage or service a collision, any other vessel involved therein, is performing. A maintaining naval, military or air forces in association with a power.	s, or with any fixed or floating object, or strand- a hostile act by or against a belligerent power which the Vessel concerned or, in the case of	12 13 14 15 16 17
EXCLU	SIONS		
This of:	s insurance does not cover any loss, damage or expense caused b	y, resulting from, or incurred as a consequence	18 19
a.	Any hostile detonation of any weapon of war described above in para	ngraph (2);	20
b.	Outbreak of war (whether there be a declaration of war or not) States of America, United Kingdom, France, the Union of Sovie of China;	•	21 22 23
C.	Delay or demurrage;		24
d.	Requisition of preemption;		25
e.	Arrest, restraint or detainment under customs or quarantine reguments not arising from actual or impending hostilities;	lations and similar arrests, restraints or detain-	26 27
f.	Capture, seizure, arrest, restraint, detainment, or confiscation by country in which the Vessel is owned or registered.	the Government of the United States or of the	28 29
HELD C	COVERED AND OTHER PROVISIONS		
	The held covered clause appearing under the heading ADVENTURE in the attached Policy is deleted and the following clause substituted therefore: -		30 31
	"Subject to the provisions of the Automatic Termination and Ca event of any breach of conditions as to loading or discharging or provided (a) notice is given to the Underwriters immediately Assured, and (b) any amended terms of cover and any additionagreed to by the Assured."	of cargo at sea, or towage or salvage activities following receipt of knowledge thereof by the	32 33 34 35 36
notice b	t the natural expiry time of this insurance the Vessel is at sea, this be given to the Underwriters, for an additional premium at a rate to lime of the day on which the Vessel enters the next port to which went shall such extension affect or postpone the operation of the A	be named by the Underwriters, until midnight she proceeds and for 24 hours thereafter, but	37 38 39 40 41
War	rranted not to abandon in case of capture, seizure or detention, until at	ter condemnation of the property insured.	42
The	provisions of the attached Policy with respect to constructive To	al Loss shall apply only to claims arising from	43

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## **AUTOMATIC TERMINATION AND CANCELLATION CLAUSES**

- A. This insurance and any extension thereof, unless sooner terminated by the provisions of section B or C, shall terminate automatically upon and simultaneously with the occurrence of any hostile detonation of any nuclear weapon of war as defined above, wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved.
  - B. This insurance and any extension thereof, unless sooner terminated by the provisions of section A or C, shall terminate automatically upon and simultaneously with the outbreak of war, whether there be a declaration of war or not, between any of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republic or the People's Republic of China.
  - C. This insurance and any extension thereof, unless sooner terminated by section A or B, shall terminate automatically if and when the Vessel is requisitioned, either for title or use.
    - D. This insurance and any extension thereof may be cancelled at any time at the Assured's request, or by Underwriters upon 14 days' written notice being given to the Assured, but in no event shall such cancellation affect or postpone the operation of the provisions of sections A, B or C. Written or telegraphic notice sent to the Assured at his (its) last known address shall constitute a complete notice of cancellation and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Assured direct. The mailing of notice as foresaid shall be sufficient proof of notice and the effective date and hour of cancellation shall be 14 days from midnight Local Time of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, to reinstate this insurance subject to agreement between Underwriters and the Assured prior to the effective date and hour of such cancellation as to new rate of premium and/or conditions and/or warranties.

## **RETURNS OF PREMIUM**

The RETURNS OF PREMIUM clause of the attached Policy is deleted and the following substituted therefore: -

"In the event of an automatic termination or cancellation of this insurance under the provisions of sections A, B, C or D above, or if the Vessel be sold, pro rata net return of premium will be payable to the Assured, provided always that a Total Loss of the Vessel has not occurred during the currency of this Policy. In no other event shall there be any return of premium."

THIS INSURANCE SHALL NOT BECOME EFFECTIVE IF, PRIOR TO THE INTENDED TIME OF ITS ATTACHMENT, THERE HAS OCCURRED ANY EVENT WHICH WOULD HAVE AUTOMATICALLY TERMINATED THIS INSURANCE UNDER THE PROVISIONS OF SECTIONS A, B, OR C HEREOF HAD THIS INSURANCE ATTACHED PRIOR TO SUCH OCCURRENCE.