

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

INSTITUTE PROTECTION AND INDEMNITY WAR STRIKES CLAUSES
 HULLS – TIMES

This insurance is subject to English law and practice

1	PROTECTION AND INDEMNITY	1
	The Underwriters agree to indemnify the Assured in the manner and to the extent provided in Clause 1 of the Institute Protection and Indemnity Clauses Hulls – Time 20/7/87 (excluding Clause 1.3.10) where the claim, demand, damages, costs and/or expenses has/have been caused by	2 3 4
	1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	5 6
	1.2 capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat	7
	1.3 derelict mines torpedoes bombs or other derelict weapons of war	8
	1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	9
	1.5 any terrorist or any person acting maliciously or from a political motive	10
	1.6 confiscation or expropriation.	11
2	EXCLUSIONS	12
	Subject always to the exclusion of any claim arising from	13
	2.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war	14 15
	2.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China	16 17 18
	2.3 requisition or pre-emption	19
	2.4 capture seizure arrest restraint detention confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered	20 21
	2.5 arrest restraint detention confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations	22 23
	2.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause	24 25
	2.7 piracy (but this exclusion shall not affect cover under Clause 1.4).	26
3	NON-CONTRIBUTION	27
	This insurance excludes any claim for any sum recoverable	28
	3.1 by the Assured under any other insurance or which would be recoverable under such insurance but for the existence of this insurance	29 30
	3.2 under the Institute Protection and Indemnity Clauses Hulls – Time 20/7/87 or which would be recoverable thereunder but for Clauses 2 or 3 thereof	31 32
	3.3 under an insurance of the Vessel subject to the Institute War and Strikes Clauses Hulls – Time 1/10/83.	33
4	LIMIT	34
	The Underwriters' liability under this insurance shall not exceed their proportionate part of the amount insured hereunder in respect of each separate accident or occurrence or series of accidents arising out of the same event.	35 36
5	ASSIGNMENT	37
	No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.	38 39 40 41
6	DUTY OF ASSURED	42
	It is a condition of this insurance that the Assured and their servants and agents take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.	43 44
7	TERMINATION	45
	7.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.	46 47 48 49 50
	7.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY	51 52
	7.2.1 upon the occurrence of any hostile detonations of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved	53 54 55
	7.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China	56 57 58 59
	7.2.3 in the event of the Vessel being requisitioned, either for title or use.	60
	7.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.	61 62 63
	This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 7 above.	64 65 66