

CANADIAN BOARD OF MARINE UNDERWRITERS

GREAT LAKES HULL CLAUSES

September 1, 1971

To be attached to and form a part of Policy No.

The terms and conditions of the following clauses are to be regarded as substituted for those of the policy form to which they are attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy. All captions are inserted only for purposes of reference and shall not be used to interpret the clauses to which they apply.

ASSURED

1 This Policy insures **as attached**
2
3 hereinafter referred to as the Assured.

4 If claim is made under this Policy by anyone other than the Owner of the Vessel, such person shall not be entitled to recover
5 to a greater extent than would the Owner, had claim been made by the Owner as an Assured named in this Policy.

6 Underwriters waive any right of subrogation against affiliated, subsidiary or interrelated companies of the Assured, provided
7 that such waiver shall not apply in the event of a collision between the Vessel and any vessel owned, demise chartered or other-
8 wise controlled by any of the aforesaid companies, or with respect to any loss, damage or expense against which such companies
9 are insured.

LOSS PAYEE

10 Loss, if any, (excepting claims required to be paid to others under the Collision Liability clause), payable to **as attached**
11
12 or order.

VESSEL

13 The Subject Matter of this insurance is the Vessel called the **as attached**
14 or by whatsoever name or names the said Vessel is or shall be called, which for purposes of this insurance shall consist of and be
15 limited to her hull, launches, lifeboats, rafts, furniture, bunkers, stores, supplies, tackle, fittings, equipment, apparatus, machinery,
16 boilers, refrigerating machinery, insulation, motor generators and other electrical machinery.

17 In the event any such equipment or apparatus not owned by the Assured is installed for use on board the Vessel and the
18 Assured has assumed responsibility therefor, it shall also be considered part of the Subject Matter and the aggregate value thereof
19 shall be included in the Agreed Value.

20 Notwithstanding the foregoing, cargo containers, barges and lighters shall not be considered a part of the Subject Matter
21 of this insurance.

DURATION OF RISK

22 From the day of 19....., **as attached** C.S.T.
23 to the day of 19....., **as attached** C.S.T.

24 In the event of payment by the Underwriters for Total Loss of the Vessel this Policy shall thereupon automatically terminate.

AGREED VALUE

25 The Vessel, for so much as concerns the Assured, by agreement between the Assured and the Underwriters in this Policy, is
26 and shall be valued at **as attached** Dollars.

EASTERN LIMIT OF NAVIGATION (line 76) AMOUNT INSURED HEREUNDER

27
28 **as attached** Dollars.

DEDUCTIBLE

29 Notwithstanding anything in this Policy to the contrary, there shall be deducted from the aggregate of all claims (including
30 claims under the Collision Liability clause) arising out of each separate accident, the sum of \$ **as attached**, unless the accident
31 results in a Total Loss or Constructive Total Loss of the Vessel in which case this clause shall not apply. A recovery from other
32 interests, however, shall not operate to exclude claims under this Policy provided the aggregate of such claims arising out of one
33 separate accident if unreduced by such recovery exceeds that sum. For the purpose of this clause each accident shall be treated
34 separately, but it is agreed that (a) a sequence of damages arising from the same accident shall be treated as due to that accident
35 and (b) all heavy weather damage which occurs during a single sea passage between two successive ports shall be treated as
36 though due to one accident. Also there shall be no deductible average applied to claims arising under the Sue and Labor Clause,
37 nor claims for salvage expenses, or general average.

38 PROVIDED, however, that claims arising from damage by ice, (excepting claim for Total or Constructive Total Loss), shall be
39 subject to a deductible of \$50,000. or 10% of the insured value of the entire Vessel as stated herein, whichever is less, in respect of
40 each accident as defined herein, but in no case less than the deductible stated in line 30 above. Also there shall be no deductible
41 average applied to claims arising under the Sue and Labor Clause, nor claims for salvage expenses, or general average.

42 In the event of a claim for loss of or damage to any boiler, shaft, machinery or associated equipment, arising from any of the
43 causes enumerated in the ADDITIONAL PERILS (INCHMAREE) clause, lines 106 to 115 hereunder, attributable in part or in whole
44 to negligence of Master Officers or Crew and recoverable under this insurance only by reason of the said Clause, then the Assured
45 shall, in addition to the deductible, also bear in respect of each accident or occurrence an amount equal to 10% of the balance
46 of such claim, but not to exceed a further \$50,000. This clause shall not apply to a claim for total or constructive total loss of the
47 Vessel.

PREMIUM

48 The Underwriters to be paid in consideration of this insurance *as attached* Dollars
49
50 being at the rate of *as attached*per cent. ... *as attached* payable in cash, and in case the said premium shall not be paid to these
51 Underwriters within sixty days after the date of attachment of navigating insurance in force under this Policy, or before November
52 first next succeeding the date of attachment if there be less than sixty days between the date of attachment and such November
53 first, this Policy shall automatically terminate upon such sixtieth day, at noon, or upon November first at noon, as the case may be.
54 Such proportional part of the premium, however, as shall have been earned up to the time of such termination shall thereupon
55 remain and become immediately due and payable.
56 Additional premiums, if any, shall be due at commencement of the risk for which such additional premiums have been
57 assessed .
58 Full premium (Port Risk, Navigating for the entire Season of Navigation and any additional premium due) shall be considered
59 earned in the event the Vessel becomes a Total Loss during the term of this Policy.
60 UNDERWRITER'S SURVEYOR

RETURNS OF PREMIUM

61 Port Risk and/or Navigating premium returnable as follows:
62 Pro rata daily net in the event of termination under the Change of Ownership clause;
63 Pro rata monthly net for each uncommenced month if it be mutually agreed to cancel this Policy;
64 Pro rata daily net of the Navigating rate for each period of 15 consecutive days between March 31st --December 15th,
65 Midnight C.S.T. that the Vessel may be laid up in port not under repair and for which Navigating premium has been paid;
66 provided always that:
67 (a) a Total Loss of the Vessel has not occurred during the currency of this Policy;
68 (b) in no case shall a return for lay-up be allowed when the Vessel is lying in exposed or unprotected waters or in any
69 location not approved by the Underwriters;
70 (c) in no case shall a return be allowed when the Vessel is used for lightering purposes.
71 If, for account of the Assured, the Vessel is laid up for a period of 15 consecutive days, a part only of which attaches under
72 this Policy, the Underwriters shall pay such proportion of the return due in respect of a full period of 15 days as the number of
73 days attaching hereto bears to 15. Should the lay up period exceed 15 consecutive days, the Assured shall have the option to elect
74 the period of 15 consecutive days for which a return is recoverable.

TRADING WARRANTY AND SEASON OF NAVIGATION

75 Warranted that the vessel shall be confined to the waters, bays, harbors, rivers, canals and other tributaries of the Great Lakes,
76 not east of the point specified in line 27 above and shall engage in navigation only between March 31st, Midnight and December
77 15th, Midnight, C.S.T. (referred to in this Policy as the Season of Navigation).
78 Navigation prior to March 31st, Midnight, C.S.T. and subsequent to December 15th, Midnight, C.S.T. is held covered provided
79 (a) prompt notice is given to the Underwriters (b) any amended terms of cover and any additional premium required by the Under
80 writers are agreed to by the Assured and (c) prior approval of each sailing is obtained from Underwriter's Surveyor.
81 The Vessel may discharge inward cargo, take in outward cargo, retain cargo on board, and move in port during the period she is
82 in Winter lay-up. For purposes of this provision such of the following places as are designated by a single numeral shall be deemed
83 one port: (1) Duluth -- Superior (2) Detroit -- Dearborn -- River Rouge -- Ecorse -- Wyandotte -- Windsor (3) Kingston --
84 Portsmouth.
85 Permission is hereby granted for the Vessel to carry grain without shifting boards on the Great Lakes. This privilege also
86 applies to navigation on the St. Lawrence River as far as permitted hereunder, but not East of 65° West Longitude.

WINTER MOORINGS

87 Warranted that the Vessel be properly moored in a safe place and under conditions satisfactory to the Underwriter's Surveyor
88 during the period the Vessel is in Winter lay-up.

ADVENTURE

89 Beginning the adventure upon the Vessel, as above, and so shall continue and endure, subject to the terms and conditions of
90 this Policy, as employment may offer, in port or at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all
91 times, in all places, and on all occasions, services and trades; with leave to sail or navigate with or without pilots, to go on trial
92 trips and to assist and tow vessels or craft in distress, but the Vessel may not be towed, except as is customary or when in need of
93 assistance, nor shall the Vessel render assistance or undertake towage or salvage services under contract previously arranged by
94 the Assured, the Owners, the Managers or the Charterers of the Vessel.
95 The Vessel is held covered in case of any breach of conditions as to towage or salvage activities, provided (a) notice is given to
96 the Underwriters immediately following receipt of knowledge thereof by the Assured, and (b) any amended terms of cover and any
97 additional premium required by the Underwriters are agreed to by the Assured.

PERILS

98 Touching the Adventures and Perils which the Underwriters are contented to bear and take upon themselves, they are of the
99 Seas, Men-of-War, Fire, Lightning, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-
100 Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition
101 or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come
102 to the Hurt, Detriment or Damage of the Vessel, or any part thereof, excepting, however, such of the foregoing perils as may be
103 excluded by provisions elsewhere in the Policy or by endorsement thereon.

ADDITIONAL PERILS (INCHMAREE)

104 Subject to the conditions of this Policy, this insurance also covers loss of or damage to the Vessel directly caused by the
105 following:
106 Accidents in loading, discharging or handling cargo, or in bunkering;
107 Accidents in going on or off, or while on drydocks, graving docks, ways, gridirons or pontoons;
108 Explosions on shipboard or elsewhere;
109 Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting of boilers,
110 breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and expense of replacing or repairing
111 the defective part);
112 Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;
113 Contact with aircraft, rockets or similar missiles, or with any land conveyance;
114 Negligence of Charterers and/or Repairers, provided such Charterers and/or Repairers are not an Assured hereunder;
115 Negligence of Master, Officers, Crew or Pilots;
116 provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel,
117 or any of them. Masters, Officers, Crew or Pilots are not to be considered Owners within the meaning of this clause should they
118 hold shares in the Vessel.

CLAIMS (GENERAL PROVISIONS)

119 In the event of any accident or occurrence which could give rise to a claim under this Policy, prompt notice thereof shall be
120 given to the Underwriters, and:
121 (a) where practicable, the Underwriters shall be advised prior to survey, so that they may appoint their own surveyor, if they
122 so desire;
123 (b) the Underwriters shall be entitled to decide where the Vessel shall proceed for docking and/or repair (allowance to be
124 made to the Assured for the actual additional expense of the voyage arising from compliance with the Underwriters'
125 requirement);
126 (c) the Underwriters shall have the right of veto in connection with any repair firm proposed;
127 (d) the Underwriters may take tenders or may require tenders to be taken for the repair of the Vessel, in which event, upon
128 acceptance of a tender with the approval of the Underwriters, an allowance shall be made at the rate of 30 per cent. per
129 annum on the amount insured, for each day or pro rata for part of a day, for time lost between the issuance of invitations
130 to tender and the acceptance of a tender, to the extent that such time is lost solely as the result of tenders having been
131 taken and provided the tender is accepted without delay after receipt of the Underwriters' approval.
132 Due credit shall be given against the allowances in (b) and (d) above for any amount recovered:
133 (1) in respect of fuel, stores, and wages and maintenance of the Master, Officers and Crew members allowed in General or
134 Particular Average;
135 (2) from third parties in respect of damages for detention and/or loss of profit and/or running expenses;
136 for the period covered by the allowances or any part thereof.
137 No claim shall be allowed in Particular Average for wages and maintenance of the Master, Officers and Crew, except when the
138 Crew are employed in lieu of shore or other labour with the view to minimizing expense or when incurred solely for the necessary
139 removal of the vessel from one port to another for average repairs or for trial trips to test average repairs, in which cases wages and maintenance
140 will be allowed only while the vessel is under way.
141 General and Particular Average shall be payable without deduction, new for old.
142 Claims hereunder to be adjusted in accordance with the Rules of Practice for the Great Lakes of the Association of Average
143 Adjusters of Canada so far as they may be applicable.
144 The expense of sighting the bottom after stranding shall be paid, if reasonably incurred especially for that purpose, even if
145 no damage be found.
146 If repairs have not been executed within 15 months from the date of the accident, Underwriters are not to be liable for any
147 increased cost of repairs which may be incurred by reason of such repairs being executed after 15 months from the date of the
148 accident.
149 No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.
150 In the event of failure to comply with the conditions of this clause 15 per cent. shall be deducted from the amount of the
151 ascertained claim.
152 In the event of loss or damage to equipment or apparatus as covered hereunder not owned by the Assured but installed for use on
153 board the Vessel and for which the Assured has assumed responsibility, claim shall not exceed (1) the amount the Underwriters
154 would pay if the Assured were owner of such equipment or apparatus, or (2) the contractual responsibility assumed by the Assured
155 to the owners or lessors thereof, whichever shall be less.
156 It is understood and agreed that the fees of the Assured, his Superintendent, and the Assured's Officers, Manager and/or other
157 servants are not collectible under this Policy, except that in the event of loss or damage, where the Assured chooses not to employ
158 an Owner's surveyor and uses his own Marine Superintendent, a reasonable fee will be allowed.

GENERAL AVERAGE AND SALVAGE

159 General Average and Salvage shall be payable as provided in the contract of affreightment, or failing such provision or there
160 be no contract of affreightment payable in accordance with the Rules of Practice for the Great Lakes of the Association of Average Adjusters of
161 Canada. Provided always that when an adjustment according to the laws and usages of the port of destination is
162 properly demanded by the owners of the cargo, General Average shall be paid accordingly.
163 In the event of salvage, towage or other assistance being rendered to the Vessel by any vessel belonging in part or in whole to
164 the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the vessels) shall
165 be ascertained by arbitration in the manner provided for under the Collision Liability clause in this Policy, and the amount so
166 awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.
167 When the contributory value of the Vessel is greater than the Agreed Value herein, the liability of the Underwriters for General
168 Average contribution (except in respect to amounts made good to the Vessel), or Salvage, shall not exceed that proportion of the
169 total contribution due from the Vessel which the amount insured hereunder bears to the contributory value; and if, because of
170 damage for which the Underwriters are liable as Particular Average, the value of the Vessel has been reduced for the purpose of contribution, the
171 amount of such Particular Average damage recoverable under this Policy shall first be deducted from the amount
172 insured hereunder, and the Underwriters shall then be liable only for the proportion which such net amount bears to the
173 contributory value.

TOTAL LOSS

174 There shall be no recovery for a constructive Total Loss hereunder unless the expense of recovering and repairing the Vessel
175 shall exceed the Agreed Value. In making this determination, only expenses incurred by reason of a single accident or a sequence
176 of damages arising from the same accident shall be taken into account.

177 In ascertaining whether the Vessel is a constructive Total Loss the Agreed Value shall be taken as the repaired value and
178 nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.

179 In the event of Total Loss (actual or constructive), no claim to be made by the Underwriters for freight, whether notice of
180 abandonment has been given or not.

181 In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the
182 period covered by this Policy.

SUE AND LABOR

183 And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to
184 sue, labor and travel for, in, and about the defense, safeguard and recovery of the Vessel, or any part thereof, without prejudice
185 this insurance, to the charges whereof the Underwriters will contribute their proportion as provided below. And it is expressly
186 declared and agreed that no acts of the Underwriters or Assured in recovering, saving or preserving the Vessel shall be considered
187 as a waiver or acceptance of abandonment.

188 In the event of expenditure under the Sue and Labor clause, the Underwriters shall pay the proportion of such expenses that
189 the amount insured hereunder bears to the Agreed Value, or that the amount insured hereunder, less loss and/or damage payable
190 under this Policy, bears to the actual value of the salvaged property; whichever proportion shall be less.

191 If claim for Total Loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of
192 any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the
193 amount insured hereunder (without deduction for loss or damage) bears to the Agreed Value or to the sound value of the Vessel at
194 the time of the accident, whichever value was greater. The foregoing shall also apply to expenses reasonably incurred in salvaging or attempting to
195 salvage the Vessel and other property to the extent that such expenses shall be regarded as having been incurred in
196 respect of the Vessel.

COLLISION LIABILITY

197 And it is further agreed that:

198 (a) if the Vessel shall come into collision with any other ship or vessel, and the Assured or the Surety in consequence of the
199 Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum
200 or sums in respect of such collision, the Underwriters will pay the Assured or the Surety, whichever shall have paid, such proportion of
201 such sum or sums so paid as their respective subscriptions hereto bear to the Agreed Value, provided always
202 that their liability in respect to any one such collision shall not exceed their proportionate part of the Agreed Value;

203 (b) in cases where, with the consent in writing of a majority (in amount) of Hull Underwriters, the liability of the Vessel has
204 been contested, or proceedings have been taken to limit liability, the Underwriters will also pay a like proportion of the
205 costs which the Assured shall thereby incur or be compelled to pay.

206 When both vessels are to blame, then, unless the liability of the owners or charterers of one or both such vessels becomes
207 limited by law, claims under the Collision Liability clause shall be settled on the principle of Cross-Liabilities as if the owners or
208 charterers of each vessel had been compelled to pay to the owners or charterers of the other of such vessels such one-half or other proportion of
209 the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the
210 Assured in consequence of such collision.

211 The principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the
212 same owners or charterers, all questions of responsibility and amount of liability as between the two vessels being left to the
213 decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of
214 Arbitrators, one to be appointed by the Assured and one to be appointed by the majority (in amount) of Hull Underwriters
215 interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such
216 single Arbitrator, or of any two of such three Arbitrators, appointed as above, to be final and binding.

217 Provided always that this clause or any other provision of this policy shall in no case extend to any sum which the Assured
218 or the Surety may become liable to pay or shall pay in consequence of, or with respect to:

219 (a) removal or disposal of obstructions, wrecks, cargoes, or any other thing whatsoever under statutory powers or otherwise
220 pursuant to law;

221 (b) injury to real or personal property of every description;

222 (c) the discharge, spillage, emission or leakage of oil, petroleum products, chemicals or other substances of any kind or
223 description whatsoever;

224 (d) cargo or other property on or the engagements of the Vessel;

225 (e) loss of life, personal injury or illness.

226 Provided further that exclusions (b) and (c) above shall not apply to injury to other vessels or property thereon except to the
227 extent that such injury arises out of any action taken to avoid, minimize or remove any discharge, spillage, emission or leakage
228 described in (c).

CHANGE OF OWNERSHIP

In the event of any change, voluntary or otherwise, in the ownership or flag of the Vessel, or if the Vessel be placed under new management, or be chartered on a bareboat basis or requisitioned on that basis, or if the Classification Society of the Vessel or her class therein be changed, cancelled or withdrawn, then, unless the Underwriters agree thereto in writing, this Policy shall automatically terminate at the time of such change of ownership, flag, management, charter, requisition or classification; provided, however, that:

- (a) if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such automatic termination shall, if required, be deferred until arrival at final port of discharge if with cargo, or at port of destination if in ballast;
- (b) in the event of an involuntary temporary transfer by requisition or otherwise, without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such transfer.

This insurance shall not inure to the benefit of any transferee or charterer of the Vessel and, if a loss payable hereunder should occur between the time of change or transfer and any deferred automatic termination, the Underwriters shall be subrogated to all of the rights of the Assured against the transferee or charterer in respect of all or part of such loss as is recoverable from the transferee or charterer, and in the proportion which the amount insured hereunder bears to the Agreed Value.

The term "new management" as used above refers only to the transfer of the management of the Vessel from one firm or corporation to another, and it shall not apply to any internal changes within the offices of the Assured.

ADDITIONAL INSURANCES

It is a condition of this Policy that no additional insurance against the risk of Total Loss of the Vessel shall be effected to operate during the currency of this Policy by or for account of the Assured, Owners, Managers, Operators or Mortgagees except on the interests and up to the amounts enumerated in the following Sections (a) to (g), inclusive, and no such insurance shall be subject to P.P.I., F.I.A. or other like term on any interests whatever excepting those enumerated in Section (a): provided always and notwithstanding the limitation on recovery in the Assured clause a breach of this condition shall not afford the Underwriters any defense to a claim by a Mortgagee who has accepted this Policy without knowledge of such breach:

- (a) DISBURSEMENTS, MANAGERS' COMMISSIONS, PROFITS OR EXCESS OR INCREASED VALUE OF HULL AND MACHINERY AND/OR SIMILAR INTERESTS HOWEVER DESCRIBED, AND FREIGHT (INCLUDING CHARTERED FREIGHT OR ANTICIPATED FREIGHT) INSURED FOR TIME. An amount not exceeding in the aggregate 25% of the Agreed Value.
- (b) FREIGHT OR HIRE, UNDER CONTRACTS FOR VOYAGE. An amount not exceeding the gross freight or hire for the current cargo passage and next succeeding cargo passage (such insurance to include, if required, a preliminary and an intermediate ballast passage) plus the charges of insurance. In the case of a voyage charter where payment is made on a time basis, the amount shall be calculated on the estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any amount permitted under this Section shall be reduced, as the freight or hire is earned by the gross amount so earned. Any freight or hire to be earned under the form of Charters described in (d) below shall not be permitted under this Section (b) if any part thereof is insured as permitted under said Section (d).
- (c) ANTICIPATED FREIGHT IF THE VESSEL SAILS IN BALLAST AND NOT UNDER CHARTER. An amount not exceeding the anticipated gross freight on next cargo passage, such amount to be reasonably estimated on the basis of the current rate of freight at time of insurance, plus the charges of insurance. Provided, however, that no insurance shall be permitted by this Section if any insurance is effected as permitted under Section (b).
- (d) TIME CHARTER HIRE OR CHARTER HIRE FOR SERIES OF VOYAGES. An amount not exceeding 50% of the gross hire which is to be earned under the charter in a period not exceeding 18 months. Any amount permitted under this Section shall be reduced as the hire is earned under the charter by 50% of the gross amount so earned but, where the charter is for a period exceeding 18 months, the amount insured need not be reduced while it does not exceed 50% of the gross hire still to be earned under the charter. An insurance permitted by this Section may begin on the signing of the charter.
- (e) PREMIUMS. An amount not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured as permitted under the foregoing Sections but including, if required, the estimated calls or premium on any Protection and Indemnity or War Risks and Strikes Insurance) reducing pro rata monthly.
- (f) RETURNS OF PREMIUM. An amount not exceeding the actual returns which are recoverable subject to "and arrival" or equivalent provision under any policy of insurance.
- (g) INSURANCE IRRESPECTIVE OF AMOUNT AGAINST: -- Risks excluded by the War, Strikes and Related Exclusions clause; risks enumerated in the American Institute War Risks and Strikes Clauses; and General Average and Salvage Disbursements.

WAR STRIKES AND RELATED EXCLUSIONS

The following conditions shall be paramount and shall supersede and nullify any contrary provisions of the Policy.

This Policy does not cover any loss, damage or expense caused by, resulting from, or incurred as a consequence of:

- (a) Capture, seizure, arrest, restraint or detention, or any attempt thereat; or
- (b) Any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; or
- (c) Any mine, bomb or torpedo not carried as cargo on board the Vessel; or
- (d) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (e) Civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy; or
- (f) Strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power, malicious acts or vandalism; or
- (g) Hostilities or warlike operations (whether there be a declaration of war or not) but this subparagraph (g) not to exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object, or stranding, heavy weather, fire or explosion unless caused directly by a hostile act by or against a belligerent power which act is independent of the nature of the voyage or service which the Vessel concerned or, in the case of a collision, any other vessel involved therein, is performing. As used herein, "power" includes any authority maintaining naval, military or air forces in association with a power.

If war risks or other risks excluded by this clause are hereafter insured by endorsement on this Policy, such endorsement shall supersede the above conditions only to the extent that the terms of such endorsement are inconsistent therewith and only while such endorsement remains in force.