

OWNERS' STEAMER CLAUSES as amended 01.07.1976

Attaching to policy n°

Covering :

Hull and Materials, & Co

Engines, boilers, Shafting, including auxiliary boiler and Electric lightning and refrigerating Machinery, & C.,Masts, Spares, Ropes etc. including bunker coals, stores, Provisions Wire Hawsers, chains, cables, anchors, etc.

1. (a) Beginning and ending with Indian Standard Time as employment may offer in port or at sea, in docks and graving, docks, and on ways, gridirons, slips and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever and wheresoever under steam or rail. With leave to sail with or without pilots, to tow in any and all circumstances with or without prior notice, to render salvage services, to be towed, and to go on trials trips. With the liberty to discharge, exchange and take on board goods, specie, passengers, and store, wherever the vessel may call at or proceed to without being deemed a deviation, and with liberty to carry goods, live cattle etc. on deck or otherwise.
(b) In the event of the vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) no claim shall be recoverable under this insurance for loss of or damage to the vessel or liability to any other vessel arising from such loading or discharging operations, including whilst approaching, lying alongside and leaving, unless previous notice that the vessel is to be employed in such operations has been given to the Underwriters and any amended terms of cover and any additional premium required by them have been agreed.
2. Average payable without deduction of thirds, new for old whether the average be particular or general.
3. Should the policy commence or expire while the vessel is in course of a voyage, Underwriters to pay their proportion of any damage sustained while the policy is in force, provided the claim on the entire voyage would have been recoverable if the policy has covered the entire voyage.
4. Should the vessel at the expiration of this policy be at sea, or in distress, or at a port of refuge, or of call, she shall, provided previous notice be given to the underwriters, be held covered at a pro rata daily premium to her port of destination.
5. General Average and Salvage and Special Charges to be adjusted according to the law and practice obtaining at the place where the adventure ends, as it the contract of affreightment contained no special terms upon the subject ; but where the contract of affreightment so provides, the adjustment shall be according to York-Antwerp Rules, 1974.
When the vessel sails in ballast, not under Charter, the provisions of the York-Antwerp Rules, 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port of place of departure until the arrival of the vessel at the first port or place thereafter other than a port or place of refuge pr a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

6. In the event of Salvage, towage, or other assistance being rendered to the vessel hereby insured by any vessel belonging in part or in whole to the same owners, it is hereby agreed that the value of such services (without regard to the common ownership of the vessels) shall be ascertained by Arbitration by an arbitrator to be agreed upon by underwriters and assured, and the amount so awarded so far as applicable to the interest hereby insured, shall constitute a charge under this policy.
7. In the event of constructive or actual total loss, no claim to be made by Underwriters on ship for freight, whether notice of abandonment has been given or not.
8. In ascertaining whether the vessel is a constructive total loss, the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall be taken into account.
9. Subject to the terms and conditions of this Policy this insurance also cover :
Bursting of boilers and or breakage of shafts. Damage to and or loss of the subject matter of insurance caused by any accident (including contact with aircraft), latent defect, malicious act, negligence, error or judgement or incompetence of any person whatsoever but excluding the cost of repairing replacing or renewing any defective part condemned solely in consequence of a latent defect or fault or error in design or construction.

Provided that such damage or loss has resulted from want of due diligence by the owners of the vessel or any of them or by the managers.

Masters, Mates, Engineers, Pilots or Crew not be considered as Part Owners within the meaning of this clause should they hold shares in the vessel.

10. In the event of the vessel making any deviation, or change of voyage, or breach of warranty, it is mutually agreed that such deviation or change of breach shall be held covered as at premium to the be arranged, provided due notice be given by the Assured on receipt of advice of such deviation, breach, or change of voyage.
11. No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including claims under the Running Down and Suing and Labouring Clauses) exceeds Rs in which case this sum shall be deducted. Nevertheless the expenses of sighting the bottom after stranding, if reasonably incurred specially for that purpose shall be paid even if no damage be found. This paragraph shall not apply to a claim for total or constructive total loss of the vessel.

Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being [...] to one accident In the case of such heavy weather extending over a period not wholly covered by this insurance the deductible to be applied to the claim recoverable hereunder shall be the proportion of the above deductible that the number of days of such heavy weather falling within the period of this insurance bears to the number of days of heavy weather during the single sea passage.

The expression 'heavy weather' in the preceding paragraph shall be deemed to include contact with floating ice.

Excluding any interest comprised therein, recoveries against any claim which is subject to the above deductible shall be credited to the Underwriters in full to the extent of the sum by which the aggregate of the claim unreduced by any recoveries exceeds the above deductible.

Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sum paid by Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a large sum than they have paid.

12. It is expressly declared and agreed that no acts of the Insurer or Insured in recovering, saving, or preserving the property insured shall be considered as a waiver or acceptance of abandonment.
13. Should the vessel be sold or transferred to new management, then, unless the Underwriters agree in writing to such sale or transfer, this policy shall thereupon become cancelled from the time of sale or transfer, unless the vessel has cargo on board and has already sailed from her loading port or is at sea in ballast in either of which cases such cancellation shall if required be suspended until arrival at final port of discharge if with cargo, or at port of destination if in ballast. A pro rata daily return of premium shall be made. This clause shall prevail notwithstanding any provision whether written typed or printed in the policy inconsistent herewith.
14. To return; percent nett for each uncommenced month if this Policy be cancelled by agreement.
And as follows, for each period of 30 consecutive days the vessel may be laid up in port (with special liberties as hereinafter allowed) :-
 - (a) percent nett if not under repair
 - (b) percent nett if under repairs for owners account
 - (c) percent nett if under repairs for Underwriters account

Loading or discharging operations or the presence of Cargo on board shall not debar returns as above provided the vessel is not used for the purpose of the storage of cargo.

The returns (b) and (c) shall be applied notwithstanding that the vessel is under repair during a part only of the period of 30 days for which a return is claimable.

PROVIDED ALWAYS :

- (a) that in no case shall a return be allowed when within named vessel is lying in a [roadstead] or in exposed and unexpected waters.
- (b) That in the event of a return for special trade, or any other reason, being recoverable, the above rates of return of premium shall be reduced accordingly.

The return for a laid up period of 30 consecutive days which falls on two policies, effected for the same Assured shall be apportioned over both policies and this policy shall pay such proportion thereof as the number of days attaching hereto bears to thirty, such overlapping period shall run, at the option of the Assured, either from the first day on which the vessel is

laid up or the first day of a period of 30 consecutive days as provided under (a) or (b) or (c) above.

15. And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel and the Assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the ship hereby insured, for :
- (a) loss or damage to any other vessel or property on any other vessel.
 - (b) Delay to or loss of use of such other vessel or property thereon or
 - (c) General average or, salvage of, or salvage under contract of, any such other vessel or property thereon.

We will pay the Assured such proportion of three-fourth of such sum or sums so paid as our subscription hereto bears to the value of the ship hereby insured. And in cases in which the liability of the ship has been contested with the consent in writing of two thirds if the Underwriters on the ship hereby assured in amount, we will also pay a like proportion of three fourth of the costs which the Assured shall thereby incur or be compelled to pay and will also pay a like proportion of the costs of any necessary proceeding to limit liability but when both vessels are to blame, then, unless the liability, or the Owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross liabilities, as if the Owners of each vessel has been compelled to pay to the Owners of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance of sum payable by or to the Assured in consequence of such collision. And it is further agreed that the principle involved in this clause shall apply to cases in which the vessels are the property in part or in whole of the same Owners.

Provided always that the clause shall in no case extend or be deemed to extend to any sum which the assured may become liable to pay or shall pay for or in respect of :

- (a) renewal or disposal, under statutory power or otherwise, of obstructions, wrecks, cargoes, or any other thing whatsoever.
 - (b) Any real or personal property or thing whatsoever except other vessels or property on other vessels.
 - (c) Pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured vessel is in collision or property on such other vessels).
 - (d) The cargo, or other property on or engagements of the insured vessel.
 - (e) Loss of life, personal injury or illness.
16. It is agreed that in cases of average repairs effected in India the Owners shall call for tenders through Lloyd's Agents, but that the Owners shall be given discretion to accept any tender without having to await confirmation from Underwriters, such tender to be binding on underwriters. It is also agreed that an allowance shall be made at the rate of 30 percent, per annum on the insured value for time lost between the despatch of the invitation to tender and the acceptance of a tender to the extent that such time is lost solely as the result of tenders having been taken and provided that the tender is accepted without delay after receipt of Underwriters approval.

Due credit shall be given against the allowance as above for any amount recovered :

- (a) in respect of fuel and stores and wages and maintenance of the Master, Officers and Crew or any member thereof allowed in general or particular average,
 - (b) from third parties in respect of damages for detention and or loss of profit and or running expenses, for the period covered by the tender allowance or any part thereof.
17. Underwriters hereon to pay for wages and Maintenance of crew necessarily or reasonably retained during extra detention in port by reason of damage resulting from a peril insured against but credit to be given for any recovery from other interests as general average or otherwise and this clause not to apply to wages and Maintenance of crew, during extra detention in port for repairs for which Underwriters are not liable.
18. INSTITUTE 10% DISBURSEMENTS CLAUSE :
- Additional insurance as follows are permitted :-
- (a) Disbursements Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery, a sum not exceeding 10% of the value, stated herein.
 - (b) Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value stated herein less any sum insured, however, described, under section (a).
 - (c) Freight, or Hire under Contracts for voyage. A sum 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 sum permitted for insurance shall be calculated on the optimized duration of the voyage, subject to the limitation of two cargo passages as laid down herewith. Any sum insured under section (b) to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the freight or hire is advanced or earned by the gross amount so advanced or earned.
 - (d) Anticipated freight if the vessel sails in ballast and not under charter. A sum not exceeding the anticipated gross freight on next cargo passage, such sum to be reasonably estimated on the basis, of the current rate of freight at time of insurance, plus the charges of insurance. Any sum insured under Section (b) to be taken into account and only the excess thereof may be insured.
 - (e) Time Charter Hire or Charter Hire for Series of Voyages. A sum not exceeding 50% of the gross hire which is to be earned under the charter in a period of not exceeding 18 months. Any sum insured under Section (b) to be taken into account and only the excess thereof may be insured, which excess shall be reduced as the hire is advanced or earned under the charter by 50% of the gross amount so advanced or earned, but the sum insured [need ?] not be reduced while the total of the sums insured under Section (b and (c) does not exceed 50% of the gross hire still to be earned under the charter. An insurance under this Section may begin on the signing of the charter.
 - (f) Premiums. A sum not exceeding the actual premiums of all interests insured for a period not exceeding 12 months (excluding premiums insured under the foregoing sections but including, if required, the premium pr estimated class on any Club or War, etc., risks insurance) reducing pro rata monthly.
 - (g) Returns of premiums. A sum not exceeding the actual returns which are recoverable subject to 'and arrival' under any policy of insurance.
 - (h) Insurance irrespective of amount against. Risks excluded by the Free of Capture, etc. Clause and risks enumerated in the Institute War and Strike Clauses.
- Warranted that no insurance on any interests enumerated in the foregoing Sections (a) to (g) in excess of the amount permitted therein and no other insurance P.P.I, F.I.A. or subject to any

other like terms, is or shall be effected to operate during the currency of this policy by or for account of the Assured, Owners, Managers or Mortgages. Provided always that a breach of this warranty shall not [afford ?] Underwriters any defence to a claim by a mortgage who has accepted this policy without knowledge of such breach.

& I &/OR WAR & C. PERMISSION CLAUSE.

19. It is hereby agreed that the Assured shall not be prejudiced hereunder by reason of any insurance or insurances and/or club entry or entries whenever effected against protection and indemnity risk and/or risks covered under the following or any similar clause :

"This insurance only covers the risks excluded by the following clause in Marine Policies on English Conditions"

"Warranted free of capture, seizure, arrest, restraint or detainment and the consequences thereof or of any attempt thereat, piracy excepted and also from all consequences of hostilities or warlike operations whether before or after declaration of war, but this insurance also includes loss or damage to the property insured caused by mines and or torpedoes and or aircraft and or other engines of war, and or by strikes, locked-out workmen or persons taking parts in labour disturbances, or riots or civil commotions. Including malicious loss and or damage caused by evilly disposed persons".

Should such insurance or insurances or and/or club entry or entries be in excess and or in contradiction of any warranty expressed and or implied herein which might limit the amount and or prescribe the form of any insurance in addition to that granted by this policy.

And it is further agreed that the assured is at liberty to effect at any time any insurance or insurances and or club entry or entries covering all or any of the risks referred to above and underwriters hereon hereby waive disclosure of such insurance or insurances, club entry or entries.

20. 1. Warranted no :

(a) Atlantic Coast of North America, its rivers or adjacent islands.

i) north of 52° 10' N Lat. and west of 50° W long ;

ii) South of 52° 10' N Lat. in teh area bounded by lines drawn between Battle Harbour / Pistolet Bay ; Cape Ray/ Cape North ; Port Hawkesbury/Port Mulgrave and Baie Comeau/Matane, between 21st December and 30th April, B.D.I.

iii) West of Baie Comeau/Matane (bout not west of Montreal) between 1st December and 30th April B.D.I.

(b) Great Lakes or St Lawrence Seaway west of Montreal

(c) Greenland waters.

(d) Pacific Coast of North America its rivers or adjacents islands north of 54° 30' N Lat. , or west of 130° 50' W Long.

2. Warranted no Baltic Sea or adjacent waters east of 15° E Long.

(a) north of a line between Mo (63° 24' N Lat.) and Vasa (63° 06' N Lat.) between 10th December and 25th f May B.D.I.

(b) East of a line between Viipuri ((Vyborg) 28° 47' E Long) and Narva (28° 12' E Long.) between 15th December and 15th May.

(c) North of a line between Stockholm (59° 20' N Lat.) and Tallin (59° 13' N Lat.) between 8th January and 5th May B.D.I.

(d) East of 22° E Long. Adn South of 59° N Lat. between 28th December ans 5th May B.D.I.

3. Warranted not North of 70° N Lat. other than voyage direct to or from any port or place in Norway or Kola Bay.
4. Warranted no Behring Sea, no East Asian waters north of 46° N lat. and not to enter or sail from any port or place in Siberia except Nakhodka and/or Vladivostock.
5. Warranted not to proceed to Kerguelen and/or Corzet Islands or south of 50° S Lat. except to ports and/or places in Patagonia and/or Chile and/or Falkland Islands, but liberty is given to enter water south of 50°S Lat. if on route to or from ports and/or places not excluded by this warranty.

Liberty to carry whole or part cargoes of Indian Coal at any time during year.

It is agreed that these clauses shall be considered to supersede and annul any clauses to the same or similar effect printed in or attached to the policy, and that for the purposes of construction these clauses shall be deemed of the nature of written addition thereto.

UNLESS DELETED BY THE UNDERWRITERS THE FOLLOWING CLAUSES SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THE INSURANCE INCOSISTENT THEREWITH;

21. Warranted free of capture, seizure, arrest restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently 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) by a hostile act by or against a belligerent power ; and that for the purpose of this warranty 'power' includes any authority maintaining naval, military or air forces in association with a power.
22. Warranted free from loss damage liability or expense arising from any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.