



### CLAUSES ON COAL SHIPMENTS

In the event of the Vessel making any deviation whatsoever or change of voyage, it is mutually agreed that such deviation or change shall be covered at a premium to be hereafter arranged.

Vessel to have liberty to call at any Port or Ports, to sail with or without Pilots, to embark or land Cargo or Passengers, to tow or be towed, and to help vessels in any situation to render salvage services and to touch and stay at any Ports or places whatsoever, wheresoever, and for all purposes soever, particularly at any Ports, or places, whether in or out of the route, and in an rotation without being deemed a deviation and without prejudice to this Insurance. Vessel also to have liberty to proceed to and stay at any port or place for the purpose of complying with Quarantine or other Regulations.

Average payable as customary, and General Average as per Foreign statement if so claimed, or as per York/Antwerp Rules or per York/Antwerp Rules, 1890, if in accordance with the Contract of Affreightment.

In case of claim for Particular Average on Cargo, Advances to pay as Cargo and Particular Average to be based comparison of the net sound and damaged values, after deduction of Duty and Freight payable at Port of Destination.

For the purpose of any claim in respect to Cargo lost during Lighterage at Port of Discharge, the value of the Cargo in lighter is to be reckoned as increased to the extent of the balance of Freight on such Cargo, and the increased value to be paid for by the Assurers, but the amount originally insured is to be the limit of the Underwriters' liability for loss.

In the event of consequence of any perils insured against, of the Cargo or any portion thereof having to be discharged the Charterers to have the option of shipping in substitution the whole, or any portion of the original cargo so discharged, an equivalent quantity of other similar Cargo, any additional expense occasioned by such substitution, and any loss on the sale of the quantity discharged, shall be treated and apportioned as General Average.

Including all risks of craft to and from the Vessel and whilst in craft awaiting landing, and also risk of transshipment (if any). Each craft to be deemed a separate Insurance.

Policy to cover all risks, loss damage or expenses excepted and all liberties allowed, and conditions as per clauses in Bill of Lading and/or Charterer Party.

The Assured shall not be prejudiced by the insertion in the Bill of Lading and/or Charterer Party, of the following or other negligence clauses:

“The Act of God, the King’s Enemies, Restraint of Princes and Rulers, the Perils of the Seas excepted. Also Fire, Barratry of the Master Crew, Pirates, Collisions, Strandings and Accidents of Navigation, or latent defects in or accidents to Hull and/or Machinery and/or Boilers, always excepted, even when occasioned by the negligence, default, or error in judgment of the Pilot. Master, Mariners, or other Persons employed by the Shipowner, or for whose acts he is responsible, not resulting, however, in any case from want of due diligence by the owner of the ship, or by the Ship’s husband or Manager.”

For all purposes of settlement of claims under this Policy, the seaworthiness of the Vessel is hereby admitted, and this Policy covers the Assured against all fire or heating of cargo even when caused by inherent vice or spontaneous combustion.

And it is hereby expressly declared and agreed that no acts of the Assurer or Assured in recovering, saving, or preserving the property insured, shall be reconsidered as a waiver or acceptance of abandonment.

Should any portion of the Cargo be discharged into craft to lighten the Vessel, Policy to cover this special craft risk, at a premium to be hereafter arranged.

F. C. & S. Warranty. Notwithstanding anything herein contained to the contrary, this insurance is war ranted free from capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion 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 per forming) by a hostile act by or against a belligerent power; and for the purposes of this warranty “power” includes any authority maintaining naval, military or air forces in association with a power. Further war ranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Warranted free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion’s or the acts of any person or persons taking part in any such occurrence or disorder.

In the event of a loss or claim before declaration, the Assured to have the option of closing for an amount to cover either the invoice cost (adding Insurance premium), plus 15 per cent. or the current market value reckoned on the c.i.f. basis, deducting Freight, payable at Port of Discharge plus 15 per cent.

Attaching to Policy for \$.....  
on Coal & c., per .....

Dated ..... 19.....

**And it is agreed that the above clauses shall supersede and/or extend the conditions therein contained.**