



"These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:  
 (a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events;  
 (b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions".

28/05/10

[THIS CLAUSE SHOULD BE USED ONLY WITH THE AMERICAN INSTITUTE HULL WAR RISKS & STRIKES CLAUSES – DECEMBER 1, 1977]

ADDENDUM 1 (October 1, 1983) OR ADDENDUM 2 (April 1, 1984) MUST NOT BE USED WITH THIS BUYBACK ADDENDUM

## LIMITED & CANCELLABLE POLITICAL RISKS BUYBACK ADDENDUM

### American Hulls - War - Time

This insurance is subject to New York law and practice

### SCHEDULE

	Clause number
Deductible for damage etc. during Waiting Period:	Clause 3
Excluded Countries:	Clause 4
Policy Aggregate Limit:	Clause 7
Country Aggregate Sublimit:	Clause 7

It is understood and agreed that the American Institute Hull War Risks and Strikes Clauses of December 1, 1977, for attachment to American Institute Hull Clauses (June 2, 1977), and to which this Addendum is attached are amended as follows:

- For the purpose of this Addendum only, line 241 of the American Institute Hull Clauses (June 2, 1977) – EXCLUSION (a) – shall be deemed amended by adding "confiscation or expropriation".
- In addition to the risks enumerated in the above described War Risks and Strikes Clauses, the following is added: "7. Confiscation or expropriation by the Government (including any executive or judicial entities thereof) of any country or state or subdivision thereof or by any entity (including commercial entities) controlled by such Government."
- In the event that the Vessel shall have been the subject of capture, seizure, arrest, restraint, detention, confiscation or expropriation, and the Assured, by reason thereof, has lost the free use and disposal of the Vessel for a continuous period of twelve (12) months (even though condemnation has not occurred), then for the purposes of ascertaining whether the Vessel is a constructive Total Loss, the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.  
 "Restraint" as used in this paragraph 3 shall be deemed to include the inability of the Vessel to sail from any port or place to the high seas because of closure of the connecting waterway to all vessels of similar size or draft due to blockage of such waterway caused by hostilities or warlike operations.  
 Any claim for any damage to the Vessel, during this 12 month period and accompanying sue and labour charges, salvage charges or general average will be subject to the deductible scheduled.
- Clause (f) of the EXCLUSIONS shall be amended to read as follows: "Capture, seizure, arrest, restraint, detention, confiscation or expropriation by the Government of the United States or of the country in which the Vessel is owned or registered".  
 Clause (g) shall be added to the EXCLUSIONS to read as follows: "the acts of the Government (including any executive or judicial entities thereof) of any country or state or subdivision thereof or by any entity (including commercial entities) controlled by such Government, of the countries agreed in the Schedule."
- The Warranty at line 42 shall be amended to read: "Warranted not to abandon in case of capture, seizure, arrest, restraint, detention, confiscation or expropriation until after condemnation of the property insured or, in circumstances set forth in 3 above, after twelve (12) months, whichever first occurs."
- The final sentence of AUTOMATIC TERMINATION AND CANCELLATION CLAUSES shall be amended to read as follows: "Underwriters agree, however, to reinstate this insurance following a claim under this policy resulting from any peril other than the perils of:
  - Confiscation or expropriation
  - Capture, seizure, arrest, restraint or detention,
 Underwriters' agreement to reinstate this insurance is 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.
- Notwithstanding the scheduled Vessel values, the cover provided hereunder shall be subject to an overriding policy aggregate limit of the amount listed in the Schedule. Underwriters' liability for loss, damage, sue and labour charges, salvage charges and general average combined shall not exceed the policy aggregate limit during the policy period.  
 Subject to the Policy Aggregate Limit in the Schedule, the cover provided by this Policy shall be further subject to the Country Aggregate Sublimit listed in the Schedule. Underwriters' liability for loss, damage, sue and labour charges, salvage charges and general average combined shall not exceed the Country Aggregate Limit during the policy period.
- In the event of accident whereby loss or damage may result in a claim under this insurance, notice must be given to the Underwriters promptly after the date on which the Assured, Owners or Managers become or should have become aware of the loss or damage and prior to survey so that a surveyor may be appointed if the Underwriters so desire.  
 If notice is not given to Underwriters within twelve months of that date unless the Underwriters agree to the contrary in writing, the Underwriters will be automatically discharged from liability for any claim under this insurance in respect of or arising out of such accident or the loss or damage.

ALL OTHER TERMS, LIMITATIONS, CONDITIONS AND EXCEPTIONS REMAINING UNCHANGED.