



11/11/95 "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".

(FOR USE ONLY WITH THE CURRENT MAR POLICY FORM)

**INSTITUTE TIME CLAUSES – HULLS  
 EXCESS LIABILITIES**

This insurance is subject to English law and practice

1	1.1	This insurance covers only:	1
	1.1.1	<b>General Average, Salvage and Salvage Charges</b> recoverable under the insurances on hull and machinery but not recoverable in full by reason of the difference between the insured value of the Vessel as stated therein (or any reduced value arising from the deduction therefrom in process of adjustment of any claim which law or practice or the terms of the insurances covering hull and machinery may have required) and the value of the Vessel adopted for the purpose of contribution to general average, salvage or salvage charges, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.	2 3 4 5 6 7 8 9
	1.1.2	<b>Sue and Labour Charges</b> recoverable under the insurances on hull and machinery but not recoverable in full by reason of the difference between the insured value of the Vessel as stated therein and the value of the Vessel adopted for the purpose of ascertaining the amount recoverable under the insurances on hull and machinery, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.	10 11 12 13 14 15
	1.1.3	<b>Collision Liability (three-fourths)</b> recoverable under the Institute 3/4ths Collision Liability and Sistership Clauses in the insurances on hull and machinery but not recoverable in full by reason of such three-fourths liability exceeding three-fourths of the insured value of the Vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.	16 17 18 19 20 21
	1.2	The Underwriters' liability under 1.1.1, 1.1.2 and 1.1.3 separately, in respect of any one claim, shall not exceed the amount insured hereunder.	22 23
2	<b>RETURNS</b>		24
		To return pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.	25
		<b>The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.</b>	26 27
3	<b>WAR EXCLUSION</b>		28
		In no case shall this insurance cover loss damage liability or expense caused by	29
	3.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	30 31
	3.2	capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat	32 33
	3.3	derelict mines torpedoes bombs or other derelict weapons of war.	34
4	<b>STRIKES EXCLUSION</b>		35
		In no case shall this insurance cover loss damage liability or expense caused by	36
	4.1	strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	37
	4.2	any terrorist or any person acting from a political motive.	38
5	<b>MALICIOUS ACTS EXCLUSION</b>		39
		In no case shall this insurance cover loss damage liability or expense arising from	40
	5.1	the detonation of an explosive	41
	5.2	any weapon of war and caused by any person acting maliciously or from a political motive.	42 43
6	<b>RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE</b>		44
		In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from	45 46
	6.1	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel	47 48
	6.2	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof	49 50
	6.3	any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of matter.	51 52

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