 "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 WAR AND STRIKES CLAUSES

Freight - Time

This insurance is subject to English law and practice

1 PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers

1.1 loss (total or partial) of the subject-matter insured caused by

1.1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

1.1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat

1.1.3 derelict mines torpedoes bombs or other derelict weapons of war,

1.2 loss (total or partial) of the subject-matter insured arising from loss of or damage to the Vessel caused by

1.2.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions

1.2.2 any terrorist or any person acting maliciously or from a political motive

1.2.3 confiscation or expropriation.

2 INCORPORATION

The Institute Time Clauses - Freight 1/11/95 except Clauses 2, 3, 4, 5, 6, 7, 12, 17, 18, 19, 20 and 21 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

3 DETAINMENT

In the event that a claim for a constructive total loss of the Vessel is paid on the war risks insurance of the Vessel under Clause 3 (Detainment) of the Institute War and Strikes Clauses - Hulls - Time 1/11/95 or the Institute War and Strikes Clauses - Hulls - Voyage 1/11/95 as a result of the loss of the free use and disposal of the Vessel for a continuous period of 12 months due to capture, seizure, arrest, restraint, detainment, confiscation or expropriation whilst this insurance is in force, the amount insured hereunder shall be paid in full less any claims otherwise arising during the said period of 12 months which have been paid or are recoverable hereunder or under insurances subject to the Institute Time Clauses - Freight 1/11/95 and/or the Institute Voyage Clauses - Freight 1/11/95 and any recoveries made in respect of the said period.

4 EXCLUSIONS

This insurance excludes

4.1 loss (total or partial) or expense arising from

4.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China

4.1.2 requisition, either for title or use, or pre-emption

4.1.3 capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered

4.1.4 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.5 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.1.6 piracy (but this exclusion shall not affect cover under Clause 1.2.1),

4.2 loss (total or partial) or expense directly or indirectly caused by or contributed to by or arising from

4.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

4.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

4.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

4.3 loss (total or partial) or expense covered by the Institute Time Clauses - Freight 1/11/95 or which would be recoverable thereunder but for Clause 12 thereof,

4.4 any claim (not being a claim recoverable under the Institute War and Strikes Clauses Freight - Voyage 1/11/95) for any sum recoverable under any other insurance on the subject- matter insured or which would be recoverable under such insurance but for the existence of this insurance,

4.5 loss proximately caused by delay or any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994,

4.6 any claim based upon loss of or frustration of any voyage or adventure.

(Continued)

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5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China

5.2.2 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 5, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

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