

MARINE HULL & MACHINERY INSURANCE
(UIN: IRDAN123CP0059V03201819)

SCHEDULE

In consideration of the insured named herein paying to Cholamandalam MS General Insurance Company Ltd. (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder, the Insurer agrees to provide insurance against loss damage liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

POLICY NUMBER :

NAME OF INSURED :

ADDRESS OF INSURED :

GSTIN OF INSURED :

PERIOD OF INSURANCE : From hours of
To Midnight (24 hours) of

INSURED VESSEL DETAILS : Type of Vessel :
Name of the Vessel :
IMO no. :
Year/Place Built :
GRT :
Flag :
Classification :

SUM INSURED DETAILS : SECTION : SUM INSURED
..... :

PREMIUM DETAILS : PARTICULARS : AMOUNT
Total Premium :
excluding GST &
Stamp Duty
CGST :
SGST :
IGST :
Stamp Duty :
Total Premium* :

PREMIUM RECEIPT : Receipt no. an amount of dated
DETAILS

PREMIUM INSTALLMENT : *Premium payable on or before due date as per below mentioned
 DETAILS: Installment schedule (amount in INR)

Installment no.	Due Date	Premium	GST	Stamp Duty	TOTAL PAYABLE
TOTAL					

TRADING WARRANTY :

CO-INSURANCE DETAILS :

DEDUCTIBLE :

INSURING CONDITIONS : Subject to Clauses, Conditions & Warranties as mentioned below:

- Institute Time Clauses - Hulls 1/10/83
- And applicable Clauses for each proposal from attached library of Clauses

Notice of Loss:

In the event of loss or damage which may involve a claim under this Insurance, immediate notice there of and application for survey should be given to the Policy Issuing Office and when abroad also to the nearest Lloyd's Agent. The Policy and its conditions should be examined, and if incorrect returned at once for alteration. Every change affecting the risks insured by this Policy must be immediately advised to the Company. Failure to do this might result in the insurance ceasing to be of effect.

Intermediary Name:

Code: - Contact No:

Note: The Policy Schedule is an important document issued based on your declaration. We request you to verify the details and ensure that everything is in order. In case of any discrepancies, please contact us within 15 days from the date of issuance of policy.

GST Invoice No.:

Policy Issuing Office:

DATE:

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PAN:

SAC Code: 997135

SAC Description: Marine, aviation, and other transport insurance services

Whether tax is payable under reverse charge basis - No.

Place: Chennai

For Cholamandalam MS General Insurance Company Ltd

Date of Issue:

Authorised Signatory

ANNEXURE

(LIST OF CLAUSES)

(UIN: IRDAN123CP0059V03201819)

CLAUSE NO.	TITLE
CL280	INSTITUTE TIME CLAUSES HULLS
CL294	INSTITUTE ADDITIONAL PERILS CLAUSES-HULLS (FOR USE ONLY WITH THE INSTITUTE TIME CLAUSES-HULLS 1/10/83)
JH2005/046	VIOLENT THEFT, PIRACY AND BARRATRY EXCLUSION (For use only with the Institute Time Clauses-Hulls 1/10/83)
CL 370	INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
JC2010/014	SANCTION LIMITATION AND EXCLUSION CLAUSE
LMA5403	MARINE CYBER ENDORSEMENT
JH2020-007A	COMMUNICABLE DISEASE EXCLUSION (JH2020-00A)
CL281	INSTITUTE WAR AND STRIKES CLAUSES (HULLS-TIME)
JW2005/002	VIOLENT THEFT, PIRACY AND BARRATRY EXTENSION -for use with the Institute War & Strikes Clauses Hulls-Time 1/10/83
CL 380	INSTITUTE CYBER ATTACK EXCLUSION CLAUSE
CMS/MH/01	INSTITUTE WARRANTIES
CMS/MH/02	BERING SEA TRANSIT CLAUSE AMENDED
CMS/MH/03	SMALL GENERAL AVERAGE CLAUSES
CMS/MH/04	G.A. ETC. CONTRIBUTION CLAUSE
CMS/MH/05	EXCESS COLLISION LIABILITY CLAUSE (A-2) (FOR 3/4THS COLLISION LIABILITY)
CMS/MH/06	FIRE AND POLLUTION HAZARD CLAUSES (A)
CMS/MH/07	SHIP TO SHIP OPERATION CLAUSE
CMS/MH/08	TANK CLEANING AND/OR GAS-FREEING CLAUSE
CMS/MH/09	BOTTOM PAINTING CLAUSE
CMS/MH/10	SPECIAL CLAUSES (ITC-HULLS1/10/83)
CMS/MH/11	CLASSIFICATION CLAUSE
CMS/MH/12	MARINE HULL COMPUTER AND SOFTWARE DATE RECOGNITION EXCLUSION CLAUSE
CMS/MH/13	DUTY OF ASSURED AND RIGHTS OF INSURER CLAUSES
CMS/MH/14	LIEN CLAUSES
CMS/MH/15	LAW AND PRACTICE
CMS/MH/16	IRANIAN OIL EXCLUSION CLAUSE
CMS/MH/17	CANCELLATION AND PREMIUM RETURN CLAUSES
CMS/MH/18	PREMIUM CLAUSES (A-2)
CMS/MH/19	LOSS PAYEE CLAUSE (for Mitsui O.S.K Lines, Ltd.)
CMS/MH/20	FULL PREMIUM IF LOST CLAUSES
CMS/MH/21	CO-INSURERS CLAUSES
CMS/MH/22	JURISDICTION CLAUSE
CMS/MH/23	INSTITUTE WAR AND STRIKES CLAUSES (AMENDED) Hulls-Time (Amended to cover Disc's including Excess Liabilities)
CMS/MH/24	NAVIGATION LIMITATIONS FOR HULL WAR, STRIKES, TERRORISM AND RELATED PERILS

CMS/MH/25	VIOLENT THEFT, PIRACY AND BARRATRY EXTENSION -for use with the Institute War & Strikes Clauses Hulls-Time (Amended to cover Disbursements including Excess Liabilities) 1/10/83
CMS/MH/26	LONDON BLOCKING AND TRAPPING ADDENDUM -for use with the Institute War & Strikes Clauses Hulls-Time 1/10/83
CMS/MH/27	LEASED EQUIPMENT CLAUSE
CMS/MH/28	FIRE AND POLLUTION HAZARD CLAUSES (B)
CMS/MH/29	WAR RISK PROTECTION AND INDEMNITY CLAUSES (HULLS)
CMS/MH/30	WAR RISK PROTECTION AND INDEMNITY CLAUSES (DISBURSEMENTS)
CMS/MH/31	WAR RISK PROTECTION AND INDEMNITY CLAUSES (CREW LIABILITY)
CMS/MH/32	PREMIUM CLAUSES (B-2)
CMS/MH/33	PREMIUM CLAUSES (A-3)
CMS/MH/34	PREMIUM CLAUSES (B-3)
CMS/MH/35	PREMIUM PAYMENT CLAUSE (LW3000 AMENDED)
CMS/MH/36	WAGES AND MAINTENANCE RECOVERABLE IN PARTICULAR AVERAGE)
CMS/MH/37	LOSS PAYEE CLAUSE (A)
CMS/MH/38	LOSS PAYEE CLAUSE (B)
CMS/MH/39	INSTITUTE NOTICE OF CANCELLATION AUTOMATIC TERMINATION OF COVER AND WAR AND NUCLEAR EXCLUSIONS CLAUSE-HULLS, ETC. AMENDED
CMS/MH/40	HULL WAR SPECIAL CLAUSE IN RESPECT OF FISHING OR REEFER BOAT
CMS/MH/41	ASSURED CLAUSE
CMS/MH/42	BLOCKING AND TRAPPING ETC. WORDING (LOSS OF HIRE/LOSS OF TIME)
CMS/MH/43	LOSS OF TIME INSURANCE INCLUDING WAR (ABS 1/10/83 Wording Amended)
CMS/MH/44	LOSS OF TIME INSURANCE EXCLUDING WAR (ABS 1/10/83 Wording Amended)
CMS/MH/45	FULL PREMIUM IF CLAIM CLAUSES (For Loss of Time Insurance Including War (ABS 1/10/83 Wording Amended))
CMS/MH/46	FULL PREMIUM IF CLAIM CLAUSES (For Loss of Time Insurance Excluding War (ABS 1/10/83 Wording Amended))
CMS/MH/47	PREMIUM CLAUSES (Additional Premium for War Risks Deviation)
CMS/MH/48	SPECIAL CLAUSE FOR ANIVA BAY
CMS/MH/49	LAID UP RETURN CLAUSES (LOH)
CMS/MH/50	DEFERRED REPAIRS CLAUSES (for ABS 1/10/83 Wording Amended - Including War)
CMS/MH/51	DEFERRED REPAIRS CLAUSES (for ABS 1/10/83 Wording Amended - Excluding War)
CMS/MH/52	OPTIONAL REINSTATEMENT CLAUSE

This insurance is subject to English law and practice

1 NAVIGATION

- 1.1 The Vessel is covered subject to the provisions of this insurance at all times and has leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but it is warranted that the Vessel shall not be towed, except as is customary or to the first safe port or place when in need of assistance, or undertake towage or salvage services under a contract previously arranged by the Assured and/or Owners and/or Managers and/ or Charterers. This Clause 1.1 shall not exclude customary towage in connection with loading and discharging.
- 1.2 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.
- 1.3 In the event of the Vessel sailing (with or without cargo) with an intention of being (a) broken up, or (b) sold for breaking up, any claim for loss of or damage to the Vessel occurring subsequent to such sailing shall be limited to the market value of the Vessel as scrap at the time when the loss or damage is sustained, unless previous notice has been given to the Underwriters and any amendments to the terms of cover, insured value and premium required by them have been agreed. Nothing in this Clause 1.3 shall affect claims under Clauses 8 and/or 11.

2 CONTINUATION

Should the Vessel at the expiration of this insurance 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 monthly premium to her port of destination.

3 BREACH OF WARRANTY

Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

4 TERMINATION

This Clause 4 shall prevail notwithstanding any provision whether written typed or printed in this insurance inconsistent therewith.

Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of

- 4.1 change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the Vessel subject to current Institute War and Strikes Clauses Hulls Time such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society,
- 4.2 any change, voluntary or otherwise, in the ownership or flag, transfer to new management, or charter on a bareboat basis, or requisition for title or use of the Vessel, provided that, if the Vessel has cargo on board and has already sailed from her loading port or is at sea in ballast, such automatic termination shall if

required be deferred, whilst the Vessel continues her planned voyage, until arrival at final port of discharge if with cargo or at port of destination if in ballast. However, in the event of requisition for title or use without the prior execution of a written agreement by the Assured, such automatic termination shall occur fifteen days after such requisition whether the Vessel is at sea or in port.

A pro rata daily net return of premium shall be made.

5 ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognized by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium there-under.

6 PERILS

6.1 This insurance covers loss of or damage to the subject matter insured caused by

6.1.1 perils of the seas rivers lakes or other navigable waters

6.1.2 fire, explosion

6.1.3 Violent theft by persons from outside the Vessel

6.1.4 Jettison

6.1.5 Piracy

6.1.6 Breakdown of or accident to nuclear installations or reactors

6.1.7 contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

6.1.8 Earthquake volcanic eruption or lightning.

6.2 This insurance covers loss of or damage to the subject matter insured caused by

6.2.1 accidents in loading discharging or shifting cargo or fuel

6.2.2 bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 negligence of Master Officers Crew or Pilots

6.2.4 negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 barratry of Master Officers or Crew,

provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 6 should they hold shares in the Vessel.

7 POLLUTION HAZARD

This insurance covers loss of or damage to the Vessel caused by any governmental authority acting under the powers vested in it to prevent or mitigate a pollution hazard, or threat thereof, resulting directly from damage to the Vessel for which the Underwriters are liable under this insurance, provided such act of governmental authority has not resulted from want of due diligence by the Assured, the Owners, or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat. Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause 7 should they hold shares in the Vessel.

8 3/4THS COLLISION LIABILITY

8.1 The Underwriters agree to indemnify the Assured for three fourths of any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable by way of damages for

8.1.1 loss of or damage to any other vessel or property on any other vessel

8.1.2 delay to or loss of use of any such other vessel or property thereon

- 8.1.3 general average of, salvage of, or salvage under contract of, any such other vessel or property thereon, where such payment by the Assured is in consequence of the Vessel hereby insured coming into collision with any other vessel.
- 8.2 The indemnity provided by this Clause 8 shall be in addition to the indemnity provided by the other terms and conditions of this insurance and shall be subject to the following provisions:
- 8.2.1 Where the insured Vessel is in collision with another vessel and both vessels are to blame then, unless the liability of one or both vessels becomes limited by law, the indemnity under this Clause 8 shall be calculated on the principle of cross liabilities as if the respective Owners had been compelled to pay to each other such proportion of each other's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of the collision.
- 8.2.2 In no case shall the Underwriters' total liability under Clauses 8.1 and 8.2 exceed their proportionate part of three-fourths of the insured value of the Vessel hereby insured in respect of any one collision.
- 8.3 The Underwriters will also pay three-fourths of the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability, with the prior written consent of the Underwriters.

EXCLUSIONS

- 8.4 Provided always that this Clause 8 shall in no case extend to any sum which the Assured shall pay for or in respect of
- 8.4.1 removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever
- 8.4.2 any real or personal property or thing whatsoever except other vessels or property on other vessels
- 8.4.3 the cargo or other property on, or the engagements of, the insured Vessel
- 8.4.4 loss of life, personal injury or illness
- 8.4.5 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).

9 SISTERSHIP

Should the Vessel hereby insured come into collision with or receive salvage services from another vessel belonging wholly or in part to the same Owners or under the same management, the Assured shall have the same rights under this insurance as they would have were the other vessel entirely the property of Owners not interested in the Vessel hereby insured ; but in such cases the liability for the collision or the amount payable for the services rendered shall be referred to a sole arbitrator to be agreed upon between the Underwriters and the Assured.

10 NOTICE OF CLAIM AND TENDERS

- 10.1 In the event of accident whereby loss or damage may result in a claim under this insurance, notice shall be given to the Underwriters prior to survey and also, if the Vessel is abroad, to the nearest Agent (of the Company) so that a surveyor may be appointed to represent the Underwriters should they so desire.
- 10.2 The Underwriters shall be entitled to decide the port to which the Vessel shall proceed for docking or repair (the actual additional expense of the voyage arising from compliance with the Underwriters' requirements being refunded to the Assured) and shall have a right of veto concerning a place of repair or a repairing firm.
- 10.3 The Underwriters may also take tenders or may require further tenders to be taken for the repair of the Vessel. Where such a tender has been taken and a tender is accepted with the approval of the Underwriters, an allowance shall be made at the rate of 30% per annum on the insured value for time lost between the dispatch of the invitations to tender required by Underwriters 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 the Underwriters' approval.

Due credit shall be given against the allowance as above for any amounts recovered in respect of fuel and stores and wages and maintenance of the Master Officers and Crew or any member thereof, including amounts allowed in general average, and for any amounts recovered 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.

Where a part of the cost of the repair of damage other than a fixed deductible is not recoverable from the Underwriters the allowance shall be reduced by a similar proportion.

- 10.4 In the event of failure to comply with the conditions of this Clause 10 a deduction of 15% shall be made from the amount of the ascertained claim.

11 GENERAL AVERAGE AND SALVAGE

- 11.1 This insurance covers the Vessel's proportion of salvage, salvage charges and/or general average, reduced in respect of any under-insurance, but in case of general average sacrifice of the Vessel the Assured may recover in respect of the whole loss without first enforcing their right of contribution from other parties.
- 11.2 Adjustment to be according to the law and practice obtaining at the place where the adventure ends, as if 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 the York-Antwerp Rules.
- 11.3 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 or place of departure until the arrival of the Vessel at the first port or place thereafter other than a port or place of refuge or 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.
- 11.4 No claim under this Clause 11 shall in any case be allowed where the loss was not incurred to avoid or in connection with the avoidance of a peril insured against.

12 DEDUCTIBLE

- 12.1 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 Clauses 8, 11 and 13) exceeds (as specified in the POLICY) in which case this sum shall be deducted. Nevertheless the expense of sighting the bottom after stranding, if reasonably incurred specially for that purpose, shall be paid even if no damage be found. This Clause 12.1 shall not apply to a claim for total or constructive total loss of the Vessel or, in the event of such a claim, to any associated claim under Clause 13 arising from the same accident or occurrence.
- 12.2 Claims for damage by heavy weather occurring during a single sea passage between two successive ports shall be treated as being due 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 this Clause 12.2 shall be deemed to include contact with floating ice.
- 12.3 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.
- 12.4 Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sums paid by the Underwriters and the dates when such payments were made, notwithstanding that by the addition of interest the Underwriters may receive a larger sum than they have paid.

13 DUTY OF ASSURED (SUE AND LABOUR)

- 13.1 In case of any loss or misfortune it is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimizing a loss which would be recoverable under this insurance.
- 13.2 Subject to the provisions below and to Clause 12 the Underwriters will contribute to charges properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 13.5) and collision defence or attack costs are not recoverable under this Clause 13.
- 13.3 Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.
- 13.4 When expenses are incurred pursuant to this Clause 13 the liability under this insurance shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where the Underwriters have admitted a claim for total loss and property insured by this insurance is saved, the foregoing provisions shall not apply unless the expenses of suing and labouing exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- 13.5 When a claim for total loss of the Vessel is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this insurance shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel ; but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- 13.6 The sum recoverable under this Clause 13 shall be in addition to the loss otherwise recoverable under this insurance but shall in no circumstances exceed the amount insured under this insurance in respect of the Vessel.

14 NEW FOR OLD

Claims payable without deduction new for old.

15 BOTTOM TREATMENT

In no case shall a claim be allowed in respect of scraping grit blasting and/or other surface preparation or painting of the Vessel's bottom except that

- 15.1 gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,
- 15.2 grit blasting and/or other surface preparation of:
the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs,
areas of plating damaged during the course of fairing, either in place or ashore,
- 15.3 supplying and applying the first coat of primer/anticorrosive to those particular areas mentioned in 15.1 and 15.2 above,

shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril.

16 WAGES AND MAINTENANCE

No claim shall be allowed, other than in general average, for wages and maintenance of the Master, Officers and Crew, or any member thereof, except when incurred solely for the necessary removal of the Vessel from one port to another for the repair of damage covered by the Underwriters, or for trial trips for such repairs, and then only for such wages and maintenance as are incurred whilst the Vessel is under way.

17 AGENCY COMMISSION

In no case shall any sum be allowed under this insurance either by way of remuneration of the Assured for time and trouble taken to obtain and supply information or documents or in respect of the commission or charges of any manager, agent, managing or agency company or the like, appointed by or on behalf of the Assured to perform such services.

18 UNREPAIRED DAMAGE

18.1 The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the Vessel at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

18.2 In no case shall the Underwriters be liable for unrepaired damage in the event of a subsequent total loss (whether or not covered under this insurance) sustained during the period covered by this insurance or any extension thereof.

18.3 The Underwriters shall not be liable in respect of unrepaired damage for more than the insured value at the time this insurance terminates.

19 CONSTRUCTIVE TOTAL LOSS

19.1 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.

19.2 No claim for constructive total loss based upon the cost of recovery and/or re- pair of the Vessel shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

20 FREIGHT WAIVER

In the event of total or constructive total loss no claim to be made by the Underwriters for freight whether notice of abandonment has been given or not.

21 DISBURSEMENTS WARRANTY

21.1 Additional insurances as follows are permitted:

21.1.1 Disbursements, Managers' Commissions, Profits or Excess or Increased Value of Hull and Machinery. A sum not exceeding 25% of the value stated herein.

21.1.2 Freight, Chartered Freight or Anticipated Freight, insured for time. A sum not exceeding 25% of the value as stated herein less any sum insured, how ever described, under 21.1.1.

21.1.3 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 pas- sage (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 estimated duration of the voyage, subject to the limitation of two cargo passages as laid down herein. Any sum insured under 21.1.2 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.

- 21.1.4 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 21.1.2 to be taken into account and only the excess thereof may be insured.
- 21.1.5 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 not exceeding 18 months. Any sum insured under 21.1.2 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 21.1.2 and 21.1.5 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.
- 21.1.6 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 or estimated calls on any Club or War etc. Risk insurance) reducing pro rata monthly.
- 21.1.7 Returns of Premium. A sum not exceeding the actual returns which are allowable under any insurance but which would not be recoverable thereunder in the event of a total loss of the Vessel whether by insured perils or otherwise.
- 21.1.8 Insurance irrespective of amount against: Any risks excluded by Clauses 23, 24, 25 and 26 below.
- 21.2 Warranted that no insurance on any interests enumerated in the foregoing 21.1.1 to 21.1.7 in excess of the amounts permitted therein and no other insurance which includes total loss of the Vessel P.P.I., F.I.A., or subject to any other like term, is or shall be effected to operate during the currency of this insurance by or for account of the Assured, Owners, Managers or Mortgagees. Provided always that a breach of this warranty shall not afford the Underwriters any defence to a claim by a Mortgagee who has accepted this insurance without knowledge of such breach.

22 RETURNS FOR LAY-UP AND CANCELLATION

- 22.1 To return as follows:
- 22.1.1 Pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.
- 22.1.2 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay-up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)
- (a) (As arranged) per cent net not under repair
- (b) (As arranged) per cent net under repair.
- If the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.
- 22.2 PROVIDED ALWAYS THAT
- 22.2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof
- 22.2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area
- 22.2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes

- 22.2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly
- 22.2.5 in the event of any return recoverable under this Clause 22 being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 22.1.2(a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. 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 22.1.2(a) or (b), or 22.2.2 above.

The following clauses shall be paramount and shall override anything contained in this insurance inconsistent therewith.

23 WAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 23.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 23.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
- 23.3 derelict mines torpedoes bombs or other derelict weapons of war.

24 STRIKES EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by

- 24.1 strikers, locked out workmen, or persons taking part in labor disturbances, riots or civil commotions
- 24.2 any terrorist or any person acting from a political motive.

25 MALICIOUS ACTS EXCLUSION

In no case shall this insurance cover loss damage liability or expense arising from

- 25.1 the detonation of an explosive
- 25.2 any weapon of war
and caused by any person acting maliciously or from a political motive.

26 NUCLEAR EXCLUSION

In no case shall this insurance cover 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.

1/10/83

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CL294

INSTITUTE ADDITIONAL PERILS CLAUSES-HULLS
(FOR USE ONLY WITH THE INSTITUTE TIME CLAUSES-HULLS 1/10/83)

1/10/83

- 1 In consideration of an additional premium this insurance is extended to cover
 - 1.1 The cost of repairing or replacing
 - 1.1.1 any boiler which bursts or shaft which breaks
 - 1.1.2 any defective part which has caused loss or damage to the Vessel covered by Clause 6.2.2 of the Institute Time Clauses Hulls 1/10/83.
 - 1.2 loss of or damage to the Vessel caused by any accident or by negligence, incompetence or error of judgment of any person whatsoever.
- 2 Except as provided in 1.1.1 and 1.1.2, nothing in these Additional Perils Clauses shall allow any claim for the cost of repairing or replacing any part found to be defective as a result of a fault or error in design or construction and which has not caused loss of or damage to the Vessel.
- 3 The cover provided in Clause 1 is subject to all other terms, conditions and exclusions contained in this insurance and subject to the proviso that the loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers, Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause should they hold shares in the Vessel.

1/10/83

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CHOLA MS

JH2005/046

VIOLENT THEFT, PIRACY AND BARRATRY EXCLUSION
(For use only with the Institute Time Clauses-Hulls 1/10/83)

17/10/2005

Where the hull and machinery insurance of the vessel is written on terms which include the Institute Time Clauses Hulls 1/10/83, the said clauses are hereby amended as follows:

- 1 Clause 4.1 shall be deleted and replaced by the following:
“change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance, withdrawal or expiry of her Class has resulted from loss or damage covered by Clause 6 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War & Strikes Clauses Hulls-Time 1/10/83 as amended by “Violent Theft, Piracy and Barratry Extension-for use with the Institute War & Strikes Clauses Hulls-Time 1/10/83 (1/4/09)” such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society,”
- 2 Clause 6.1.3 shall be deleted
- 3 Clause 6.1.5 shall be deleted
- 4 Clause 6.2.5 shall be deleted
- 5 “23(a)”, shall be inserted between “23” and “24” in Clause 21.1.8
- 6 The words “(barratry and piracy accepted)” shall be deleted from Clause 23.2
- 7 A new Clause 23(a) shall be inserted after Clause 23 and before Clause 24 as follows:
“23(a) **VIOLENT THEFT, PIRACY AND BARRATRY EXCLUSION**
In no case shall this insurance cover loss damage liability or expense caused by
23(a).1 violent theft by persons from outside the Vessel
23(a).2 piracy
23(a).3 barratry of Master Officers or Crew”

JH2005/046
17th October 2005

CL370

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-
CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 1.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.

CHOLA MS

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

CHOLA MS

1. Subject only to paragraph below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CHOLA MS

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.
2.
 - 2.1 “Communicable Disease Loss” shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being
 - a) A Communicable Disease, and/or
 - b) The fear or threat, whether actual or perceived, of a Communicable Disease, and/or
 - c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimize legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
 - d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.
 - 2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or else- where, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.
 - 2.3 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.
 - 2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1 (c) above.
3. “Communicable Disease” shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:
 - a) The substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and
 - c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.
4.
 - 4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2)

neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.

- 4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.
- 4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.

5. Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

CHOLA MS

CL281

INSTITUTE WAR AND STRIKES CLAUSES (HULLS-TIME)

1/10/83

This insurance is subject to English law and practice

1. PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.

2. INCORPORATION

The Institute Time Clauses-Hulls 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 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 the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose 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.

4. EXCLUSIONS

This insurance excludes

4.1 loss damage liability or expense arising from

- 4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- 4.1.2 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 Union of Soviet Socialist Republics,
 - The People's Republic of Chin
- 4.1.3 Requisition or pre-emption
- 4.1.4 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
- 4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 4.1.6 The operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 4.1.7 Piracy (but this exclusion shall not affect cover under Clause 1.4).

- 4.2 loss damage liability or expense covered by the Institute Time Clauses-Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,
- 4.3 Any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,
- 4.4 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 1974.

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 occurrence of any hostile detonation of any unclear weapon of war as defined in Clause 4.1.1 whosoever or whensoever such detonation may occur and whether or not the Vessel may be involved
 - 5.2.2 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 Union of Soviet Socialist Republics,
 - The People's Republic of China
 - 5.2.3 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.

1.1.1 -for use with the Institute War & Strikes Clauses Hulls-Time 1/10/83

Where the war and strikes insurance of the vessel is written on terms which include the Institute War & Strikes Clauses Hulls - Time 1/10/83, the said clauses are hereby amended as follows:

- 1 Three new clauses shall be inserted after clause 1.6 as follows:
*"1.7 violent theft by persons from outside the Vessel
1.8 piracy
1.9 barratry of Master Officers or Crew"*
- 2 Clause 4.1.7 shall be deleted
- 3 Clause 4.2 shall be deleted and replaced by the following:
"loss damage liability or expense covered by the Institute Time Clauses Hulls Time 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof, as amended by "Violent Theft, Piracy and Barratry Exclusion-for use with Institute Time Clauses Hulls 1/10/83 (JH2005/046)","
- 4 A new clause 4(a) shall be inserted after clause 4 as follows:
"4(a) No claim arising from a peril insured against under clause 1.7 or clause 1.8 above shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including any associated sue and labour, general average and salvage or collision liability claims) exceeds the deductible amount agreed (if any) in which case this sum shall be deducted. This clause 4(a) shall not apply to a claim for total or constructive total loss of the vessel or, in the event of such a claim, to any associated sue and labour claim arising from the same accident or occurrence."

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or computer process or any other electronic system.
 - 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
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CHOLA MS

CMS/MH/01

INSTITUTE WARRANTIES

- 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 the 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 both days inclusive.
 - (iii) west of Baie Comeau/Matane (but not west of Montreal) between 1st December and 30th April both days inclusive.
 - (b) Great Lakes or St. Lawrence Seaway west of Montreal.
 - (c) Greenland Waters.
 - (d) Pacific Coast of North America, its rivers or adjacent 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 May B.Ed.
 - (b) East of a line between Viipuri (Vyborg) (28°47'E. Long.) And Narva (28°12'E. Long.) Between 15th December and 15th May b.d.i.
 - (c) north of a line between Stockholm (59°20'N. Lat.) And Tallinn (59°24'N. Lat.) Between 8th January and 5th May b.d.i.
 - (d) East of 22°E. Long, and south of 59°N. Lat. between 28th December and 5th May b.d. i.
 - 3 Warranted not North of 70°N. Lat. other than voyages direct to or from any port or place in Norway or Kola Bay.
 - 4 Warranted no Bering 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 Croset 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 waters south of 50°S.Lat., if en route to or from ports and/or places not excluded by this warranty.
 - 6 Warranted not to sail with Indian Coal as cargo:
 - (a) between 1st March and 30th June, b.d.i.
 - (b) between 1st July and 30th September, b.d.i., except to ports in Asia, not West of Aden or East of or beyond Singapore.
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CMS/MH/02

BERING SEA TRANSIT CLAUSE AMENDED

Notwithstanding anything contained in this Insurance to the contrary, it is hereby agreed that when on through voyages to or from the Far East, the insured Vessel may navigate the Bering Sea provided that

- 1 The Vessel has on board the appropriate hydrographic charts corrected up to date,
- 2 Entry is made through the Unimak Pass and exit west of Buldir Island or Vice Versa and
- 3 the Vessel is properly equipped and fitted with marine radar, a satellite navigator or loran, sonic depth sounding apparatus, and gyro compass, all fully operational and manned by qualified personnel.

(Alternatively the Vessel may enter or leave through the Amchitka, Amukta or Attu Passes, but only when properly equipped and fitted with marine radar, loran or a satellite navigator, sonic depth sounding apparatus, gyro compass and a weather facsimile recorder, all fully operational and manned by qualified personnel).

CHOLA MS

CMS/MH/03

SMALL GENERAL AVERAGE CLAUSES

Article 1.

Notwithstanding Clause 11 of the Institute Time Clauses Hulls 1/10/83, the Company shall indemnify the Assured for the whole amount (commission and interest excluded) which is allowable as general average within the limit of the amount specified in the Policy, provided that the Person effecting the insurance or the Assured do not enforce their right of contribution from other parties.

Article 2.

In addition to the preceding Article 1., where the contract of affreightment provides the adjustment shall be according to the York-Antwerp Rules, 2004, or to the York-Antwerp Rules, 2016, whichever applicable, the Company shall also indemnify the Assured for the salvage charges which shall be deemed to be allowable as general average, in spite of the Rule VI (Salvage Remuneration) (a) of the York-Antwerp Rules, 2004, or Rule VI (Salvage Remuneration) (b)(iv) of the York-Antwerp Rules, 2016, provided that the salvage charges are paid wholly by the Assured without being contributed by other parties.

Article 3.

Where the Company has indemnified the Assured under Article 1. of these clauses, Clause 11 of the Institute Time Clauses Hulls 1/10/83 shall not apply to such general average, however, these Clauses shall never prejudice the right of the Assured to recover the cost of repairs for the damage to the Vessel in consequence of a general average act but not allowable as general average.

CHOLA MS

CMS/MH/04

G.A. ETC. CONTRIBUTION CLAUSE

Notwithstanding anything herein contained to the contrary it is understood and agreed that the vessel hereunder shall be considered fully insured for the purpose of contribution to General Average, Salvage, Salvage Charges and Sue and Labour expenses.

CHOLA MS

CMS/MH/05

**EXCESS COLLISION LIABILITY CLAUSE (A-2)
(FOR 3/4THS COLLISION LIABILITY)**

Article 1

This insurance is extended to cover three fourths of collision liability not recoverable in full under Clause 8 and 9 of the Institute Time Clauses Hulls 1/10/83 by reason of the fact that the sum of such liability exceeds the insured value on hull and machinery.

In no case shall the Company's total liability under this clause and Clause 8 and 9 of the Institute Time Clauses Hulls 1/10/83 exceed the three fourths of the sum defined in Article 3- 1-(b) of "Protocol of 1996 to Amend the Convention on limitation of Liability for Maritime Claims 1976" in respect of any one claim.

Article 2

Even if the Assured shall fail to take the appropriate action to limit his liabilities in the circumstances where he would be entitled to do so under the relevant laws, the liability of the Company shall be restricted to the amount to which the Assured's liability could have limited under such relevant laws.

Article 3

The provision of Article 1 shall be also applied to the vessel which "Protocol of 1996 to Amend the Convention on limitation of Liability for Maritime Claims 1976" shall not be applied.

CHOLA MS

Article 1.

In the event of the Vessel suffering loss or damage as the result of the undermentioned emergency measures taken by the Indian or foreign government authorities (hereinafter referred to as "loss or damage caused by emergency measures"), such loss or damage shall be deemed to be caused by the maritime accident which has necessitated the emergency measures and shall be indemnified subject to the terms and conditions of this insurance.

Provided, however, that the cost of repairs arising from the loss or damage caused by the emergency measures is recoverable only when the Company is liable to pay, under the provisions of this insurance, the cost of repairs of the damage to the Vessel caused by the maritime, accident which has necessitated such emergency measures.

- (1) Emergency measures taken to extinguish a fire which is covered by this insurance and/or to prevent the fire from spreading and/or to save human life when it has broken out on the Vessel.
- (2) Emergency measures taken for the same purpose as is stipulated in paragraph (1) when the Vessel is about to catch fire in consequence of the damage to the Vessel which was caused by the maritime accident covered by this insurance (hereinafter referred to as "damage by insured perils")
- (3) Emergency measures taken to prevent or to mitigate pollution, where the Vessel has suffered damage by insured perils and the oil or any other substance which has leaked or been discharged from the Vessel pollutes or threatens to pollute seas, waters, rivers, etc.

Article 2.

Notwithstanding the preceding Article 1, the Company shall not be liable for loss or damage caused by emergency measures in case such emergency measures have resulted from want of due diligence by the person(s) effecting this insurance, the Assured, the Owners or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat thereof. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of these clauses should they hold shares in the Vessel.

Article 3.

The Company shall not be liable for the cost or expense incurred as the result of the emergency measures unless these are recoverable under the provisions of the other clauses of this insurance.

Article 4.

These clauses shall prevail notwithstanding anything contained in this insurance inconsistent therewith.

CMS/MH/07

SHIP TO SHIP OPERATION CLAUSE

Notwithstanding anything contained herein to the contrary, permission is granted for the vessel insured under this policy to be employed in trading operations which entail cargo loading or discharging at sea from or into another vessel without any notice to be given to the Underwriters provided such operations are made;
in accordance with lightening operation guidance of SHELL, ESSO or OCIMF/ICS
or
within a port area or Indian calm waters or in the Persian/Arabian Gulf or in the Red Sea.

CHOLA MS

CMS/MH/08

TANK CLEANING AND/OR GAS-FREEING CLAUSE

In cases where repairs and/or inspection on the Assured's account which require the tanks being cleaned and/or gas freed, whether they are immediately necessary to make the Vessel sea-worthy or not, are executed concurrently with other repairs for the cost of which the Company is liable and which also require the tanks being cleaned and/or gas freed, the cost of such cleaning and/or gas freeing as is common to both repairs and/or inspection shall be divided equally between the Assured and the Company.

CHOLA MS

CMS/MH/09

BOTTOM PAINTING CLAUSE

The cost of scraping and/or grit and/or sand blasting and/or other surface preparation work and all costs of bottom painting incurred in consequence of a peril insured against shall be included in the claims.

CHOLA MS

Policy no.

1 AFFILIATED COMPANIES CLAUSE

In respect of the vessel(s) insured hereunder it is agreed that this policy also covers the Assured, and affiliated companies of the Assured be they owners, subsidiaries or interrelated companies and as bare-boat charterers and/or operators and/or in whatever capacity, and shall so continue to cover notwithstanding the provisions of this policy with respect to change of ownership or management.

Provided however, that in the event of any claim being made by an affiliated subsidiary or inter-related company under this clause it shall not be entitled to recover in respect of any liability to which it would not be subject if it were the owner of the vessel, nor to a greater extent than an owner would be entitled in such event to recover. It is further agreed that these insurers waive any right of subrogation against any subsidiary, affiliated or inter-related company of the Assured excepting to the extent that any such company is insured against the liability asserted. However should the vessel be sold to or transferred to or chartered on a bareboat basis to others than the Assured or the Affiliated companies of the Assured, or be requisitioned on a bareboat basis the provisions of this policy with respect to change of ownership or management shall govern.

2 LEASED EQUIPMENT CLAUSE

This insurance is extended to cover equipment and apparatus, not owned by the Assured but installed for use on the insured vessel, and for which the Assured has assumed liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise, subject to all other terms and conditions of this policy but in no event shall the liability of Underwriters exceed the contractual liability of the Assured for such equipment or apparatus. All such equipment or apparatus installed on the vessel but not owned by the Assured shall be included in the agreed valuation of the Hull & c., unless its function is directly related to the propulsion of the vessel in which event such equipment and apparatus shall be included in the agreed valuation of Machinery.

3 PASSENGER EQUIPMENT CLAUSE

This insurance is extended to include bar stores, equipment for passengers amusements, saloon and passenger cabin fittings, equipment, furnishings and decorations as well as all other stores and supplies, including stocks in vessel's shops, provided the same are owned by the Assured.

4 RADIO AND AIDS TO NAVIGATION CLAUSE

Radio apparatus and equipment, echo sounders, navigating equipment and other apparatus or equipment used for the purpose of communication or as aids to navigation or safety devices, portable cargo containers (such as refrigerated boxes etc.) when permanently installed in the insured vessel, tank cleaning equipment, also equipment consisting of projection machines, sound apparatus and motion picture film shall be covered by this policy and included within the agreed valuation of the Hull, even when not owned by the Assured, provided the Assured has assumed liability therefor : but the liability of Underwriters (either as to amount or as to the risks covered) shall not exceed the assured's liability to which Underwriters would be subject if the property were fully owned by the Assured whichever shall be least.

5 TOWAGE CONTRACT CLAUSE

Where in accordance with established local practice the Assured or the Charterer enters into pilotage or towage contracts under which the Assured or the Charterer assumes liability for any damages resulting from collision of the vessel insured with another ship or vessel, including the towing vessel, and agreed to indemnify the pilot or the towboat and/or her owners, charterers, operators, managers, agents and/or pilots against loss or liability for any such damage, it is agreed that amounts paid by the Assured or Charterer pursuant to such agreement, in respect of such damage caused by collision between the vessel insured and any other ship or vessel, shall be

deemed payments “by way of damages to any other vessel or property on any other vessel” and to have been paid “in consequence of the insured vessel being at fault” within the meaning of the Collision Clause in this policy to the extent that such payments would have been covered under the said Collision Clause if the insured vessel had been responsible for damage in the absence of any agreement. Provided always that in no event shall the aggregate amount of liability of Underwriters under the Collision Clause, including this endorsement, be greater than the amount of statutory limitation of liability to which the Assured is entitled, or would be entitled if the Assured’s liability under any indemnity agreement referred to in this endorsement were included among the liabilities subject to such statutory limitation.

6 CANAL AUTHORITIES AND/OR PILOT’S NON-LIABILITY CLAUSE

This insurance shall not be prejudiced by reason of any agreement or regulation limiting or ex-empting the liability of any Canal Authority and/or Pilots and/or Tugs and/or Tow boats and/or their owners when the Assured and/or Charterers accept such contracts in accordance with established local practice or are compelled to accept such contracts.

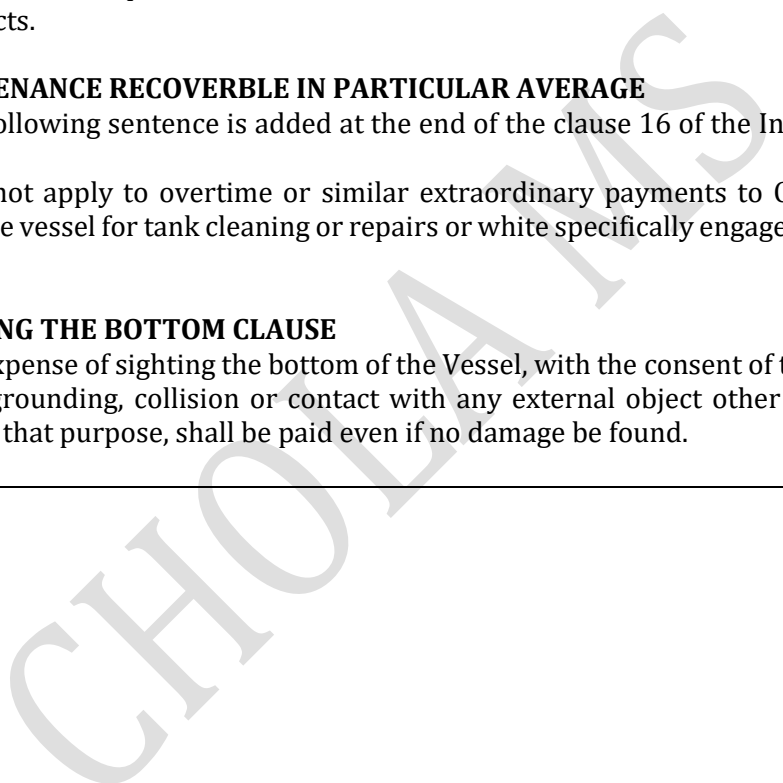
7 WAGES AND MAINTENANCE RECOVERABLE IN PARTICULAR AVERAGE

It is agreed that the following sentence is added at the end of the clause 16 of the Institute Time Clauses Hulls 1/10/83.

This exclusion shall not apply to overtime or similar extraordinary payments to Officers or Crew members incurred in shifting the vessel for tank cleaning or repairs or while specifically engaged in these activities, either in port or at sea.

8 EXPENSE OF SIGHTING THE BOTTOM CLAUSE

It is agreed that the expense of sighting the bottom of the Vessel, with the consent of the Company, immediately after her stranding, grounding, collision or contact with any external object other than water, if reasonably incurred specially for that purpose, shall be paid even if no damage be found.



CMS/MH/11

CLASSIFICATION CLAUSE

- 1 It is warranted that the vessel maintains a class of Member or Associate of International Association of Classification Societies Ltd. which is approved by the Company at the inception of this insurance.
 - 2 The company shall not indemnify the Assured for any loss or damage subsequent to the following incidents unless such incident has ceased or has been corrected and written agreement by the Company has been given.
 - (1) Change of the classification society not approved by the Company.
 - (2) Withdrawal or expiry of the class.
 - (3) Suspension or discontinuance of the class.
 - (4) Failure to follow or satisfy any recommendation, requirement or restriction given by the classification society concerning the seaworthiness of the vessel, within the designated date given by the classification society.
 - 3 In the event of any of the incidents enumerated in the foregoing 2. (1) To 2. (4), this insurance may be cancelled by the Company. Such cancellation shall be effective only after such event has occurred. However, the right to cancel the insurance by the company shall cease unless the right is exercised within 30 days from the time the company has acknowledged such incident.
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CHOLA MS

CMS/MH/12

**MARINE HULL COMPUTER AND SOFTWARE DATE RECOGNITION EXCLUSION
CLAUSE**

1. This insurance does not cover any loss, damage, liability or expense directly or indirectly caused by or in any way in consequence of
 - (1) any change of date or recognition, exchange or process of any time, year, date or date like code or data of any computer device or software belonging to or in possession of or under the management of or rented or leased by the Person effecting the insurance or the Assured or the Manager of the Vessel
 - (2) Any measures taken in order to test or correct any failure or inability, whether actual or anticipated, in respect of Clause 1-(1).
2. Where the Person effecting the insurance or the Assured, under the instruction, supervision or guidance of manufacturers of a computer device or software or any other person with equivalent expertise, has taken necessary or effective measures, in advance, to correct any failure or inability in respect of Clause 1-(1) and can demonstrate a claim has not resulted from want of due diligence by the Person effecting the insurance or the Assured, Clause 1 shall not apply.
3. Notwithstanding Clause 2 in no circumstances shall this insurance be extended to cover any loss, damage, liability or expense in respect of
 - (1) any defect of a computer device or software caused by or in consequence of any failure or inability in respect of Clause 1-(1)
 - (2) directly or indirectly, any malfunction or inability of any computer device or software caused by or in consequence of any failure or inability in respect of Clause 1-(1)
 - (3) any software
 - (4) Loss of hire or anticipated earnings arising from testing or correcting any of the matters referred to in Clause 3-(1), 3-(2) or 3-(3).
4. The word computer device in Clause 1, 2 and/or 3 shall mean any computer system, hardware, integrated circuit, microchip and/or any other electronic device or component.
5. The word software in Clause 1, 2 and/or 3 shall mean any computer software, operating system, program or data.

1. Disclosure

The Person effecting the insurance and/or the Assured must disclose to the Company, before the insurance contract is concluded, every material circumstance which is known to the Person effecting the insurance and/or the Assured, and the Person effecting the insurance and/or the Assured is deemed to know every circumstance which, in the ordinary course of business, ought to be known by the Person effecting the insurance and/or the Assured. Every circumstance is material which would influence the judgment of the Company in fixing the insurance terms and conditions, or determining whether the Company will take the risk.

2. Inspection

The Company is entitled to inspect the Vessel at any time during the period of this insurance, and, if the Person effecting the insurance and/or the Assured refuses an inspection without any justifiable reason, the Company may cancel this insurance contract.

3. Value

When the value of the insured interest decreases substantially during the period of this insurance, the Company may request reduction of the insured value.

4. Subrogation

When the Vessel becomes a total loss and the Company indemnifies therefor, the Company shall be entitled to choose whether or not to acquire the proprietary right of the Vessel.

CHOLA MS

CMS/MH/14

LIEN CLAUSES

Article 1

These paragraphs shall be applied in the event the Company becomes liable to indemnify the Assured for any damage caused by reason of the Assured becoming liable (hereinafter referred as “liability damage”).

Article 2

1. pay insurance proceeds (which is limited to liability damage, hereinafter to be interpreted) should any of the following cases apply :
 - (1) In the event that the Company pays liability In case where the Liability Damage Claimant (who is defined as the person who has the right to demand from the Assured for liability damage, hereinafter to be so interpreted) has lien over the right of the Assured and/or the Beneficiaries to claim insurance proceeds against the Company (which is limited to liability damage, hereinafter to be so interpreted) based upon the Insurance Contract Act in India, the Company shall damage to the Assured, after the Assured paid such damage to the Liability Damage Claimant. However, the indemnity to be paid by the Company shall be limited to the amount which the Assured has paid or is due to pay to the Liability Damage Claimant.
 - (2) In the event that the Company pays liability damage directly to the Liability Damage Claimant in accordance with the payment order by the Assured, before the Assured pays such damage to the Liability Damage Claimant.
 - (3) In the event that the Company pays liability damage directly to the Liability Damage Claimant by reason of the Liability Damage Claimant exercising lien over the right to claim insurance proceeds, before the Assured pays such damage to the Liability Damage Claimant.
 - (4) In the event that the Company pays liability damage to the Assured based upon the agreement by the Liability Damage Claimant for the Company to do so, before the Assured pays such damage to the Liability Damage Claimant. However, the indemnity to be paid by the Company shall be limited to the amount agreed by the Liability Damage Claimant.
2. In an instance where the Liability Damage Claimant has lien or the same kind of special right which shall limit the right of the Assured and/or the Beneficiaries to claim insurance proceeds against the Company based upon Foreign Laws or Treaties, the indemnity to be paid by the Company shall be subject to such laws or treaties.

CMS/MH/15

LAW AND PRACTICE

This insurance is subject to English law and practice as to liability for and settlement of any and all claims unless any provision contained in this insurance is inconsistent therewith. In all other respects, this insurance is subject to Indian law and practice.

CHOLA MS

Policy no.

CMS/MH/16

IRANIAN OIL EXCLUSION CLAUSE

In the event of the Vessel being employed in a transport of crude oil, petroleum products and petrochemical products, natural gas and other gaseous hydrocarbons from Iran, no claim shall be recoverable under this insurance for loss, damage, liability or expense.

CHOLA MS

CMS/MH/17

CANCELLATION AND PREMIUM RETURN CLAUSES

This Clause shall prevail notwithstanding any provision in this insurance inconsistent therewith.

1. The Company shall adjust premium as follows:

(1) Return pro rata daily premium if this insurance be cancelled by the Company.

(2) Return or charge difference between premium received and premium corresponding to expired period calculated with the table below if this insurance be cancelled by the Person(s) effecting the insurance.

Period	Up to 1 month	Up to 2 months	Up to 3 months	Up to 4 months	Up to 5 months	Up to 6 months	Up to 7 months	Up to 8 months	More than 8 months
Percent of annual premium	20%	30%	40%	50%	60%	70%	80%	90%	100%

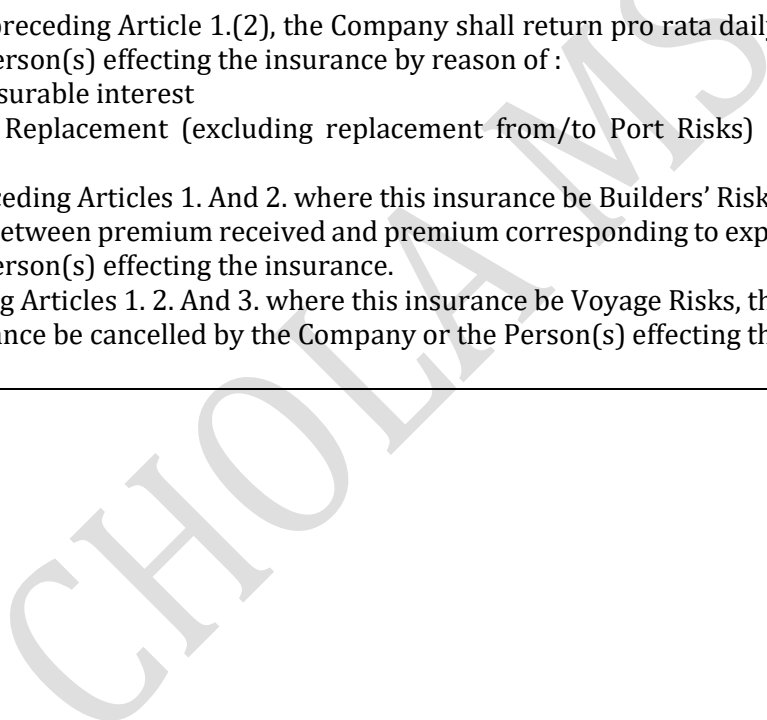
2. Notwithstanding preceding Article 1.(2), the Company shall return pro rata daily premium if this insurance be cancelled by the Person(s) effecting the insurance by reason of :

(1) Termination of insurable interest

(2) Cancellation and Replacement (excluding replacement from/to Port Risks) but subject to not smaller coverage

3. Notwithstanding preceding Articles 1. And 2. where this insurance be Builders' Risks, the Company shall return or charge difference between premium received and premium corresponding to expired period if this insurance be cancelled by the Person(s) effecting the insurance.

Notwithstanding preceding Articles 1. 2. And 3. where this insurance be Voyage Risks, the Company shall not return any premium if this insurance be cancelled by the Company or the Person(s) effecting the insurance.



Article 1.

1. Person(s) effecting the insurance shall pay the premium by the due date specified in the Policy (or by the next business day when the due date is bank holiday) or by the date 7days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for the premium").

The Company may accept an extension of the dead line for premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before risk attaching date.

2. In respect of the additional premium specified in the Endorsement, Person(s) effecting the insurance shall pay the premium by the due date specified in the Endorsement (or by the next business day when the due date is bank holiday) or by the 7days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for additional premium"). The Company may accept an extension of the dead line for additional premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before the date of Endorsement.

Article 2.

Even after the risk attaching date, the Company shall not be liable for any losses occur during the period of non-payment after the dead line for the premium and/or dead line for additional premium and such non liable period may last till the payment has been made.

Article 3.

In the event of non-payment of the premium within 30 days after the due date, the Company shall not be liable for any losses occur after the due date.

Article 4.

In the event of non-payment of the premium within 30 days after the due date, the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future.

Article 5.

The Company shall return the premium received corresponding to uncommenced period and shall have rights to collect the unpaid premiums corresponding to the period before the cancellation is made in accordance with the provisions of Article 4.

CMS/MH/19

LOSS PAYEE CLAUSE (for Mitsui O.S.K Lines, Ltd.)

- (1) Losses or the insurance proceeds, the amount of which shall each not exceed INR 3,707,610 or the equivalent in any other currency in respect of any one accident (before applying any deductible) shall be payable to the Ship Manager or to its order, on behalf of the owner and/or Bareboat charterer and/or Mitsui O.S.K Lines, Ltd.
 - (2) Any and all other proceeds of insurance shall be payable to the party ordered by Mitsui O.S.K Lines, Ltd. with the prior consent of the Ship Manager and Bareboat charterers, on a preferential basis if any, otherwise the Owner, in writing.
 - (3) In the event of the establishment of Insurance Assignment or Pledge(s) ("Shichiken" under Japanese law) on this insurance policy, the Assignee(s)' Loss Payee Clause or Pledge(s) ("Shichiken" under Japanese law) will be paramount and shall override anything contained in this clause.
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CHOLA MS

Policy no.

CMS/MH/20

FULL PREMIUM IF LOST CLAUSES

Article 1.

In the event of total loss or constructive total loss of the Vessel covered herein from an insured peril, the balance between the annual premium and the premium already paid shall be paid as additional premium.

Article 2.

If the additional payment of the preceding Article has not been made before the Company make payment of a claim, the Company shall deduct the amount of the additional premium from the amount of claim.

CHOLA MS

Article 1.

This insurance being a co-insurance of the insurance companies as specified in the Schedule (hereinafter referred to as "Co-Insurers"), they, each for themselves and not one for the others, shall severally and independently have the rights and assume the liabilities in proportion to their respective insured amount or shares as specified in the Schedule.

Article 2.

The insurance company which is designated as the leading company by the Person effecting the insurance at the time of effecting this insurance contract and which is specified as the leading company in the Schedule (hereinafter referred to as the "Leading Company"), shall execute the following matters on behalf of all Co-Insurers.

- (1) Receipt of application for insurance and issue and delivery of insurance policies etc.
- (2) Receipt or return of insurance premiums
- (3) Consent to alterations of insurance contract or cancellation of insurance contract
- (4) Receipt of documents etc. connected with disclosure or notice based on provisions under insurance contract and consent to of such disclosure or notice
- (5) Receipt of documents etc. connected with assignment of right of claims etc. and consent to such assignment, or receipt of documents etc. connected with establishment, assignment or extinguishment of right of pledge for right of claims etc. and consent to such establishment, assignment or extinguishment
- (6) Issue and delivery of endorsements etc. on insurance policy
- (7) Investigation of subject matter insured and any other matters connected with insurance contract
- (8) Receipt of documents etc. connected with notice of occurrence of accidents or losses and receipt of documents etc. connected with claims
- (9) Survey for losses, assessment of losses, payment of claims etc. And preservation of right of Co-Insurers
- (10) Any other matters incidental to the above

Article 3.

The matters listed in the Article 2 above which may be executed by the Leading Company in connection with this insurance contract shall be deemed as executed by all Co Insurers.

Article 4.

Any notice or any other matters which may be given to the Leading Company by the Person effecting the insurance or the Assured etc. in connection with this insurance contract shall be deemed as given to all Co-Insurers.

CMS/MH/22

JURISDICTION CLAUSE

This insurance is subject to the jurisdiction of the court in the district where the Company's Head Office is situated.

CHOLA MS

Policy no.

CMS/MH/23

INSTITUTE WAR AND STRIKES CLAUSES (AMENDED)
Hulls-Time (Amended to cover Disc's including Excess Liabilities)

This insurance is subject to English law and practice

1. PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers ~~loss of or damage to the Vessel caused by total loss (actual or constructive) of the subject matter insured caused by~~

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any, hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.

2. INCORPORATION

The Institute Time Clauses-Hulls ~~1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 Disbursements and Increased Value (T.L.O. including Excess Liabilities) 1.10.83 (including 4/4ths Collision Clause) except clauses 1.2, 2, 3, 4, 6.1, 6.2, 6.3, 11, 12, 13, 14 and 15~~ 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 the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose 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.

4. EXCLUSIONS

This insurance excludes

4.1 loss damage liability or expense arising from

- 4.1.1 any detonation of any weapon of war employing atomic or unclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- 4.1.2 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 Union of Soviet Socialist Republics,
The People's Republic of China
- 4.1.3 requisition or pre-emption
- 4.1.4 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.
- 4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4).

4.2 loss damage liability or expense covered by the Institute Time Clauses-Hulls ~~1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof, Disbursements and Increased Value (T.L.O. including Excess Liabilities) 1.10.83 (including 4/4ths Collision Clause)~~

4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be re- coverable in principle in English law and practice under the York-Antwerp Rules 1974.

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 occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 4.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 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 Union of Soviet Socialist Republics,
The People's Republic of China

5.2.3 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.

CHOLA MS

CMS/MH/24 NAVIGATION LIMITATIONS FOR HULL WAR, STRIKES, TERRORISM AND RELATED PERILS

1. NAVIGATION PROVISIONS

This coverage shall extend worldwide, but, unless and to the extent otherwise agreed by the Insurers in accordance with Clause 2, the vessel or craft insured hereunder shall not enter sail for or deviate towards the Territorial Waters of any of the Countries or places, or any other waters described in the Listed Areas as set out below in Clause 3.

2. BREACH OF NAVIGATION PROVISIONS

- (a) If the Insured wishes to secure continuation of coverage under this insurance for a voyage which would otherwise breach Clause 1, it shall give notice to the Insurers and shall only undertake such voyage if it agrees with the Insurers any amended terms of cover and any additional premium which may be required by the Insurers.
- (b) In the event of any breach of any of the provisions of Clause 1, the Insurers shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance during the period of breach, unless notice of such breach is given to the Insurers as soon as practicable and any amended terms of cover and any additional premium required by them are agreed.
- (c) The absence of prior notice shall not affect the cover under this insurance but it is a condition of this insurance that the Insured is bound to declare to the Insurers all breaches of the provisions of Clause 1.

3. THE LISTED AREAS

- (A) Nigeria
- (B) Benin
- (C) Togo
- (D) Gulf of Guinea

The waters enclosed by the following boundaries:

- (a) On the west, from the coast of Togo 6°06'45 'N, 1°12'E, south to
- (b) High seas point 0°40'S, 3°00'E
- (c) and then east to Cape Lopez Peninsula, Gabon 0°40'S, 8°42'E.

This exclusion shall not apply where the vessels or the craft are transiting the above area and are more than 30 nautical miles offshore as long as whilst transiting, such vessels or craft shall not call at any port or place or interrupt their passage to engage in the transfer of cargo, stores, personnel or the like.

- (E) Somalia
- (F) Syria
- (G) Iraq

Including calls to Al Basra (previously called Mina al Bakr) and Khor al-Amaya and any other Iraqi offshore oil terminals located more than 12 nautical miles offshore Iraq but less than 50 nautical miles offshore Iraq, other than those in the internationally recognized waters of any other country.

- (H) (a) Saudi Arabia (Gulf coast)
- (b) Saudi Arabia (Red Sea coast) excluding transits

This exclusion shall not apply where the vessels or craft are transiting the waters claimed by Saudi Arabia as their territorial waters as long as whilst transiting such vessels or craft shall not call at any port or place or interrupt their passage to engage in the transfer of cargo, stores, personnel or the like.

- (I) Israel
- (J) Lebanon
- (K) Yemen

This exclusion shall not apply where the vessels or craft are transiting the waters claimed by Yemen as their territorial waters as long as whilst transiting such vessels or craft shall not call at any port or place or interrupt their passage to engage in the transfer of cargo, stores, personnel or the like.

- (L) Eritrea

This exclusion shall only apply south of 15°N

- (M) Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea

The waters enclosed by the following boundaries:

On the north-west, by the Red Sea, south of Latitude 15°N

On the west of the Gulf of Oman by Longitude 58°E

On the east, Longitude 65°E On the south, Latitude 12°S

excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

(N) Venezuela, including all offshore installations located within its Exclusive Economic Zone, which is deemed to extend 200 nautical miles from the coast of mainland Venezuela.

But this area;

- (i) Shall not include any installations in the above area which are in the territorial waters, out to 12 nautical miles, of Islands, Dependencies or Countries which are not owned by Venezuela
- (ii) shall not apply where the vessels or craft transiting Venezuelan waters as long as whilst transiting such vessels or craft shall not call at any port or place or interrupt their passage to engage in the transfer of cargo, stores, personnel or the like.

(O) Iran

(P) Libya

(Q) Pakistan

(R) Oman

(S) Persian or Arabian Gulf and adjacent waters including the Gulf of Oman west of Longitude 58°E, excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

(T) United Arab Emirates

In respect of all the Listed Areas above:

Named countries shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.

Specific ports, places and coasts should be understood to include harbours, offshore installations, and adjacent waters up to 12 miles offshore unless otherwise agreed.

CMS/MH/25

**VIOLENT THEFT, PIRACY AND BARRATRY EXTENSION
-for use with the Institute War & Strikes Clauses Hulls-Time
(Amended to cover Disbursements including Excess Liabilities) 1/10/83**

Where the war and strikes insurance of the vessel is written on terms which include the Institute War & Strikes Clauses Hulls-Time (Amended to cover Disbursements including Excess Liabilities) 1/10/83, the said clauses are hereby amended as follows: Three new clauses shall be inserted after clause 1.6 as follows:

"1.7 violent theft by persons from outside the Vessel

1.8 piracy

1.9 barratry of Master Officers or Crew"

Clause 4.1.7 shall be deleted

Clause 4.2 shall be deleted and replaced by the following:

"loss damage liability or expense covered by the Institute Time Clauses Hulls Disbursements and Increased Value (Total Loss only, including Excess Liabilities) 1/10/83 (including 4/4ths Collision Clause), as amended by "Violent Theft, Piracy and Barratry Exclusion-for use with Institute Time Clauses Hulls Disbursements and Increased Value (Total Loss only, including Excess Liabilities) 1/10/83 ",

CHOLA MS

CMS/MH/26

**LONDON BLOCKING AND TRAPPING ADDENDUM
-for use with the Institute War & Strikes Clauses Hulls-Time 1/10/83**

It is hereby agreed that the inability of the Vessel to sail from any port, canal, waterway or other place to the high seas for a continuous period of 12 months as a result of the closure of the connecting channel to all vessels of such size or draft is within the term "RESTRAINT" appearing in clause 3 of the Institute War and Strikes Clauses-Hulls 1/10/83 provided that such closure has arisen through the blockage of the waterway by a warlike act or act of national defence.

CHOLA MS

CMS/MH/27

LEASED EQUIPMENT CLAUSE

This insurance is extended to cover equipment and apparatus, not owned by the Assured but installed for use on the insured vessel, and for which the Assured has assumed liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise, subject to all other terms and conditions of this policy but in no event shall the liability of Underwriters exceed the contractual liability of the Assured for such equipment or apparatus. All such equipment or apparatus installed on the vessel but not owned by the Assured shall be included in the agreed valuation of the Hull & c., unless its function is directly related to the propulsion of the vessel in which event such equipment and apparatus shall be included in the agreed valuation of Machinery.

CHOLA MS

Policy no.

CMS/MH/28

FIRE AND POLLUTION HAZARD CLAUSES (B)

Article 1.

In the event of the Vessel suffering loss or damage as the result of the undermentioned emergency measures taken by the Indian or foreign government authorities, such loss or damage shall be deemed to be caused by the maritime accident which has necessitated the emergency measures and shall be indemnified for subject to the terms and conditions of this insurance.

- (1) Emergency measures taken to extinguish a fire which is covered by this insurance and/or to prevent the fire from spreading and/or to save human life when it has broken out on the Vessel.
- (2) Emergency measures taken for the same purpose as is stipulated in paragraph (1) when the Vessel is about to catch fire in, consequence of the damage to the Vessel which was caused by the maritime accident covered by this insurance (hereinafter referred to as "damage by insured perils")
- (3) Emergency measures taken to prevent or to mitigate pollution, where the Vessel has suffered damage by insured perils and the oil or any other substance which has leaked or been discharged from the Vessel pollutes or threatens to pollute seas, waters, rivers, etc.

Article 2.

Notwithstanding the preceding Article 1, the Company shall not be liable for loss or damage caused by emergency measures in case such emergency measures have resulted from want of due diligence by the person (s) effecting this insurance, the Assured, the Owners or Managers of the Vessel or any of them to prevent or mitigate such hazard or threat thereof. Master, Officers, Crew or Pilots not to be considered Owners within the meaning of these clauses should they hold shares in the Vessel.

Article 3.

The Company shall not be liable for the cost or expense incurred as the result of the emergency measures unless these are recoverable under the provisions of the other clauses of this insurance.

Article 4.

These clauses shall prevail notwithstanding anything contained in this insurance inconsistent therewith.

CMS/MH/29

WAR RISK PROTECTION AND INDEMNITY CLAUSES (HULLS)

1. This insurance is extended to cover the liability of the Assured for Protection and Indemnity against the risks excluded from the Marine Protection and Indemnity Policy by reason of the F.C. and S. Clause and the liability of the Assured for Protection and Indemnity Risks as a result of strikes, lockout, political or labour disturbances, riots, civil commotions or acts of persons acting maliciously. In the event that Protection and Indemnity Risks are not insured against Marine Perils, this insurance shall be construed as if such insurance had been covered by The United Kingdom Mutual Steam Ship Assurance Association (Europe) Limited.-Protecting and Indemnity Club.
2. In the event that the Marine Protection and Indemnity Policy omits and/or excludes any of Protection and Indemnity Risks covered by The United Kingdom Mutual Steam Ship Assurance Association (Europe) Limited, such omitted and/or excluded Protection and Indemnity Risks shall be included in such insurance.
3. Notwithstanding the provisions of Clause 1, this insurance is not extended to cover the liability of the Assured to the crew of the insured vessel except for Contractual Repatriation Expense of any member of the crew as a result of the perils covered by the above.
4. Claims for which these Underwriters shall be liable under these clauses shall not be subject to any deduction.
5. The liability of Underwriters under these clauses in respect of any accident or series of accidents arising out of the same casualty shall be limited to the sum hereby insured.
6. This Protection and Indemnity insurance shall terminate automatically at the same time as the Hull Insurance against War Risks and upon the terms and conditions provided for in the Automatic Termination Clauses of the Hull War Risk Policy.

CHOLA MS

CMS/MH/30

WAR RISK PROTECTION AND INDEMNITY CLAUSES (DISBURSEMENTS)

1. If the amount of the liability for Protection and Indemnity Risks under the War Risk Protection and Indemnity Clauses (Hulls) attached to the Hull War Risk Policy issued by the Company on the Vessel exceeds the sum insured by the Hull War Risk Policy, this insurance is extended to cover the excess.
2. The liability of Underwriters under these clauses in respect of any accident or series of accidents arising out of the same casualty shall be limited to the sum hereby insured.
3. This Protection and Indemnity insurance shall terminate automatically at the same time as the Disbursements Insurance against War Risks and upon the terms and conditions provided for in the Automatic Termination Clauses of the Disbursements War Risk Policy.

CHOLA MS

(Liability of Indemnification)

Article 1.

Notwithstanding the provision of Article 3 of the War Risk Protection and Indemnity Clauses (Hulls), the Company shall indemnify the Person effecting the insurance or the Assured (hereinafter called the "Assured"), according to Article 1 of the War Risk Protection and Indemnity Clauses (Hulls) and these WAR RISK PROTECTION AND INDEMNITY CLAUSES (CREW LIABILITY), for any sum or sums paid by the Assured to Master, Officers or Crew of the Vessel (hereinafter called the "seaman") or their bereaved families by reason of the Assured assuming the liabilities mentioned in (1), (2) and (6) below under the statutory obligation or under the Labour Agreement, the Employment Regulations, the Accident Compensation Regulations or the Contracts of Service or Employment, including such expenses incurred by the Assured as listed below, incidental to the liabilities or otherwise.

Provided always that

- (a) such payments of liabilities or expenses shall have been made by the Assured with the prior written consent of the Company
- (b) the amount recoverable under the Workmen's Accident Compensation Insurance Law, the Seamen's Insurance Law and other Workmen's accident compensation laws or ordinances of India or any other country shall not be indemnified hereunder.
- (1) Liability for loss of life of the seaman (including presumption of death due to being missing; hereinafter to be so interpreted)
- (2) Liability for the permanent physical handicaps of the seaman in the performance of his duties
- (3) Compensation for medical treatment (as provided for in Articles 89 and 90 of the Sea-men's Law of India), injury or sickness allowances, convalescence allowances and travelling expenses for nursing in cases where the seaman has sustained an injury or contracted a sickness in the performance of his duties
- (4) Expenses incurred in saving the life of the seaman, searching for dead body of the sea-man, delivering the remains of, ashes of, and articles left by the seaman and funeral expenses
- (5) Missing allowances in cases where the seaman has become missing in the performance of his duties
- (6) Liability for loss of or damage to the effects of the seaman
- (7) Necessary expenses incurred in sending a substitute to replace the seaman in consequence of his loss of life, injury or sickness
- (8) Wages payable to the seaman who has lost employment in consequence of an Actual or Constructive Total Loss of the Vessel

(Legal Costs)

Article 2.

The Company shall also pay the necessary or useful legal costs incurred by the Assured, in taking proceedings or defensive legal action with the prior written consent of the Company or referring the dispute to arbitration upon consultation with the Company, for the purpose of averting or minimising a loss which would be recoverable under these clauses.

(Relation to other Insurances)

Article 3.

In case of the whole or a part of the sums to be paid under these clauses being recoverable under other insurances, the Company shall only pay the sums which exceed the amount re- coverable under such insurances.

(Limit of Liability for Indemnification)

Article 4.

The indemnity under these clauses shall be in addition to the indemnity recoverable under the other terms and conditions of this insurance, but it shall be always limited to the following amount per capita in respect of any one accident:

- (1) the limit of liability specified in the Policy in respect of the aggregate sums of the liabilities and the expenses mentioned in Article 1. (1) to (3) and (8)
- (2) the amount equivalent to 20% of the limit of liability specified in the Policy in respect of the aggregate sums of the liabilities and the expenses mentioned in Article 1. (4) to (7) and Article 2. In addition to the indemnity recoverable under (1) above.

Article 1.

The Company hereby agrees that Person(s) effecting the insurance due to pay the total premium under this insurance in installments in accordance with the numbers and amounts specified in the Policy (hereinafter referred to as "installment premium").

Article 2.

1. Person(s) effecting the insurance shall pay the 1st installment premium by the due date specified in the Policy (or by the next business day when the due date is bank holiday) or by the date 7days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for 1st installment").

The Company may accept an extension of the dead line for 1st installment up to 30 days from the due date upon the request of Person(s) effecting the insurance before risk attaching date.

2. In respect of the additional premium specified in the Endorsement (including 1st installment of additional premium if it is agreed to pay in installments : hereinafter referred to as "1st additional premium"), Person(s) effecting the insurance shall pay the premium by the due date specified in the Endorsement (or by the next business day when the due date is bank holiday) or by the date 7days after the Company's issuing debit note whichever later (herein-after referred to as "dead line for 1st additional premium").

The Company may accept an extension of the dead line for 1st additional premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before the date of Endorsement.

Article 3.

Even after the risk attaching date, the Company shall not be liable for any losses occur during the period of non-payment of the 1st installment premium and/or the 1st additional premium after the dead line and such non-liable period may last till the payment has been made.

Article 4.

In the event of non-payment of the 1st installment and/or the 1st additional premium within 30 days after the due date, the Company shall not be liable for any losses occur after the due date.

Article 5.

Person(s) effecting the insurance shall pay the 2nd or subsequent installment premium and/or 2nd or subsequent installment additional premium by the due date specified in the Policy or Endorsement (or by the next business day when the due date is bank holiday).

Article 6.

If Person(s) effecting the insurance fail to pay the 2nd or subsequent installment premium and/or the 2nd or subsequent additional premium by the corresponding date of the month after next month of the due date (last day of the month should be the date if there is no corresponding date within the month), the Company shall not be liable for any losses occur after the due date.

Article 7.

1. In the event of non-payment of the 1st installment premium and/or 1st additional premium within 30 days after the due date, the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future.
2. If Person(s) effecting the insurance fail to pay the 2nd or subsequent installment premium by the corresponding date of the month after next month of the due date (last day of the month should be the date if there is no corresponding date within the month), the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future whenever such notices are given.

Article 8.

The Company shall return the premium received corresponding to uncommenced period and shall have rights to collect the unpaid premiums corresponding to the period before the cancellation is made in accordance with the provisions of Article 7.

Article 1.

1. Person(s) effecting the insurance shall pay the premium by the due date specified in the Policy (or by the next business day when the due date is bank holiday) or by the date 7days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for the premium").

The Company may accept an extension of the dead line for the premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before risk attaching date.

2. In respect of the additional premium specified in the Endorsement, Person(s) effecting the insurance shall pay the premium by the due date specified in the Endorsement (or by the next business day when the due date is bank holiday) or by the date 7days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for additional premium").

The Company may accept an extension of the dead line for additional premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before the date of Endorsement.

Article 2.

Even after the risk attaching date, the Company shall not be liable for any losses occur during the period of non-payment after the dead line for the premium and/or dead line for additional premium and such non-liable period may last till the payment has been made.

Article 3.

In the event of non-payment of the premium within 30 days after the due date, the Company shall not be liable for any losses occur after the due date.

Article 4.

In the event of non-payment of the premium within 30 days after the due date, the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future.

Article 5.

The Company shall return the premium received corresponding to uncommenced period and shall have rights to collect the unpaid premiums corresponding to the period before the cancellation is made in accordance with the provisions of Article 4.

Article 6.

1. In respect of the additional premium specified in the Endorsement for deviation and/or change of trading warranty, Articles 1 through 5 shall not be applied.
2. In respect of the additional premium specified in the Endorsement for deviation and/or change of trading warranty, Person(s) effecting the insurance shall pay the premium according to the provision of "Payment of Additional Premium for Deviation and Change of Trading Warranty" specified in the Policy.

Article 7.

Unpaid premium shown below at the time of payment should be deducted from claims other than total loss.

- (1) Premium over due
- (2) Additional premium not yet due in accordance with the provision of "Payment of Additional Premium for Deviation and Change of Trading Warranty".

CMS/MH/34

PREMIUM CLAUSES (B-3)

Article 1.

The Company hereby agrees that Person(s) effecting the insurance due to pay the total premium under this insurance in installments in accordance with the numbers and amounts specified in the Policy (hereinafter referred to as "installment premium").

Article 2.

1. Person(s) effecting the insurance shall pay the 1st installment premium by the due date specified in the Policy (or by the next business day when the due date is bank holiday) or by the date 7 days after the Company's issuing debit note whichever later (hereinafter referred to as "dead line for 1st installment").

The Company may accept an extension of the dead line for 1st installment up to 30 days from the due date upon the request of Person(s) effecting the insurance before risk attaching date.

2. In respect of the additional premium specified in the Endorsement (including 1st installment of additional premium if it is agreed to pay in installments : hereinafter referred to as "1st additional premium"), Person(s) effecting the insurance shall pay the premium by the due date specified in the Endorsement (or by the next business day when the due date is bank holiday) or by the date 7 days after the Company's issuing debit note whichever later (herein-after referred to as "dead line for 1st additional premium").

The Company may accept an extension of the dead line for 1st additional premium up to 30 days from the due date upon the request of Person(s) effecting the insurance before the date of Endorsement.

Article 3.

Even after the risk attaching date, the Company shall not be liable for any losses occur during the period of non-payment of the 1st installment premium and/or the 1st additional premium after the dead line and such non-liable period may last till the payment has been made.

Article 4.

In the event of non-payment of the 1st installment and/or the 1st additional premium within 30 days after the due date, the Company shall not be liable for any losses occur after the due date.

Article 5.

1. In respect of the 1st additional premium specified in the Endorsement for deviation and/or change of trading warranty, Articles 1 through 4 shall not be applied.

2. In respect of the 1st additional premium specified in the Endorsement for deviation and/or change of trading warranty, Person(s) effecting the insurance shall pay the premium according to the provision of "Payment of Additional Premium for Deviation and Change of Trading Warranty" specified in the Policy.

Article 6.

Person(s) effecting the insurance shall pay the 2nd or subsequent installment premium and/or 2nd or subsequent installment additional premium by the due date specified in the Policy or Endorsement (or by the next business day when the due date is bank holiday).

Article 7.

If Person(s) effecting the insurance fail to pay the 2nd or subsequent installment premium and/or the 2nd or subsequent additional premium by the corresponding date of the month after next month of the due date (last day of the month should be the date if there is no corresponding date within the month), the Company shall not be liable for any losses occur after the due date.

Article 8.

1. In the event of non-payment of the 1st installment premium and/or 1st additional premium within 30 days after the due date, the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future.

2. If Person(s) effecting the insurance fail to pay the 2nd or subsequent installment premium by the corresponding date of the month after next month of the due date (last day of the month should be the date if there is no corresponding date within the month), the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date to the future whenever such notices are given.

Article 9.

The Company shall return the premium received corresponding to uncommenced period and shall have rights to collect the unpaid premiums corresponding to the period before the cancellation is made in accordance with the provisions of Article 8.

Article 10.

Unpaid premium shown below at the time of payment should be deducted from claims other than total loss.

(1) Premium over due

(2) Additional premium not yet due in accordance with the provision of "Payment of Additional Premium for Deviation and Change of Trading Warranty".

CHOLA MS

CMS/MH/35

PREMIUM PAYMENT CLAUSE (LW3000 AMENDED)

The assured(s) undertakes that premium will be paid in full to the company by the due date specified in the company's debit note.

If the premium due under this policy has not been so paid to the company by the due date specified in the company's debit note the company shall have the right to cancel this policy by notifying the assured(s) in writing. In the event of cancellation, premium is due to the company on a pro rata basis for the period that the company is on the risk but the full policy premium shall be payable to the company in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the insurance company shall give not less than 15days prior notice of cancellation to the assured(s). If premium due is paid in full to the insurance company before the notice period expires, notice of cancellation shall automatically be revoked.

If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the insurance company (and Agreement Parties if appropriate) is authorized to exercise rights under this clause on their own behalf and on behalf of all co-insurer(s) in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which remain in full force and effect.

CHOLA MS

CMS/MH/36

WAGES AND MAINTENANCE RECOVERABLE IN PARTICULAR AVERAGE)

It is agreed that the following sentence is added at the end of the clause 16 of the Institute Time Clauses-Hulls 1/10/83.
This exclusion shall not apply to overtime or similar extraordinary payments to Officers or Crew members incurred in shifting the vessel for tank cleaning or repairs or while specifically engaged in these activities, either in port or at sea.

CHOLA MS

CMS/MH/37

LOSS PAYAEE CLAUSE (A)

- (1) In the event of losses other than Actual and/or Constructive Total Loss, the insurance proceeds shall be directly paid by the Underwriter to the Contractor (Bareboat-charterer)
 - (2) In the event of Actual and/or Constructive Total Loss, the insurance proceeds shall be directly paid by the Underwriter to the ship-owner.
 - (3) In respect of Collision Clauses, the Underwriter regards the Contractor as the Assured and the insurance proceeds shall be directly paid by the Underwriter to the Contractor.
 - (4) In the event of the establishment of Pledge(s) ("Shichiken" under Japanese Law) on this insurance policy, the insurance proceeds shall be paid to Pledgee(s).
-

CHOLA MS

CMS/MH/38

LOSS PAYABLE CLAUSE (B)

- (1) In the event of losses other than Actual and/or Constructive Total Loss, the insurance proceeds, shall be directly paid by the Underwriter to the Contractor (Bareboat-charterer)
 - (2) In the event of Actual and/or Constructive Total Loss, the insurance proceeds shall be directly paid by the Underwriter to (as specified in the schedule)
 - (3) In respect of Collision Clauses, the Underwriter regards the Contractor as the Assured and the insurance proceeds, shall be directly paid by the Underwriter to the Contractor.
 - (4) In the event of the establishment of Pledge(s) ("Shichiken" under Japanese Law) on this insurance policy, the insurance proceeds shall be paid to Pledgee(s).
-

CHOLA MS

CMS/MH/39

**INSTITUTE NOTICE OF CANCELLATION AUTOMATIC TERMINATION OF COVER
AND WAR AND NUCLEAR EXCLUSIONS CLAUSE-HULLS, ETC. AMENDED**

This clause shall be paramount and shall override anything contained in this insurance in- consistent therewith

1. Cancellation

Cover hereunder in respect of the risks of war etc. 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)~~ (such cancellation becoming effective on the expiry of 7 days from midnight of the designated day (not earlier than the day on which notice of cancellation is issued by or to the Underwriters)). The Underwriters agree however to reinstate cover 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.

2. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war etc. shall TERMINATE AUTOMATICALLY

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

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

2.2 in respect of any vessel, in connection with which cover is granted hereunder in the event of such vessel being requisitioned either for title or use.

3. Five Powers War and Nuclear Exclusions

This insurance excludes

3.1 loss damage liability or expense arising from

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

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

3.1.2 Requisition either for title or use.

~~3.2 loss damage liability or expense directly or indirectly caused by or arising from~~

~~3.2.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel~~

~~3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof~~

~~3.2.3 any weapon of war employing atomic or nuclear fusion and/or fusion or other like reaction or radioactive force or matter.~~

~~4. Law and Practice~~

~~This clause is subject to English law and practice.~~

Cover in respect of the risks of war etc. shall not become effective if subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

CMS/MH/40

**HULL WAR SPECIAL CLAUSE
IN RESPECT OF FISHING OR REEFER BOAT**

The Company shall not be liable to pay for any loss or damage caused in consequence of the Vessel being engaged in, or about to be engaged in illegal fishing (including carriage of fish and/or fishery products from fishing grounds) which is in violation of the laws or regulations of India or any other country, or of the treaties ratified between India and any other country, or in consequence of the Vessel being charged with such violation irrespective of actual guilt.

CHOLA MS

CMS/MH/41

ASSURED CLAUSE

In respect of liability covered under this insurance, the Person effecting the insurance shall be added to the Assured(s) and such coverage shall also be given to the Person effecting the insurance accordingly.

CHOLA MS

CMS/MH/42

BLOCKING AND TRAPPING ETC. WORDING (LOSS OF HIRE/LOSS OF TIME)

1. INTEREST INSURED HEREUNDER

Hire, reward, charter age, or expenditure in respect of the Vessel specified in the Schedule (hereinafter called the Vessel). Schedule also to contain daily indemnity and excess, the voyage or period and the geographical limits of the Policy and to form part of this Policy.

2. COVERAGE

(A) If in consequence of

- (i) a peril covered under the Institute War and Strikes Clauses Hulls-Time (1/10/83), piracy, violent theft, and barratry of Master Officer or Crew but average irrespective of percentage
- (ii) the confiscation, expropriation, nationalization or detention of the Vessel by, or under the order of any government or local authority
- (iii) the closure, blockage or blockade (other than civil blockade) of the area or the means of exit therefrom or of any port, canal, channel, river, waterway or other place or of the means of exit therefrom within the area described in the Schedule or any part thereof

during the currency of this Policy the Vessel be prevented from earning hire or reward, or be prevented from earning anticipated hire or reward, or be obliged to continue to expend charter age, or be obliged to continue expenditure in excess of the excess period stipulated in the Schedule, then this Policy will pay the daily indemnity stated in the Schedule for each period of twenty four consecutive hours during which the Vessel is so prevented, or so obliged, for not exceeding the number of periods of twenty four hours stated in the Schedule in respect of any occurrence, and subject to the overall limit stated therein.

(B) Clause 13 of the Institute Time Clauses-Hulls (1/10/83) is deemed to be incorporated in this insurance in so far as it does not conflict with the provision of these clauses. However, no claim shall be payable under this insurance in respect of charges incurred by the Assured in accordance with Clause 13 of the said Clauses unless with the prior consent of Underwriters.

3. EXCLUSIONS

No claims shall be payable under this Policy

- (A) if such perils or combination of such perils shall have been effective at the time of attachment of this insurance
- (B) in respect of any claims for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance
- (C) unless the repairs in respect of which a claim is made hereunder shall be completed within 12 months of the expiry of the period covered by this Policy
- (D) in respect of any period after the Vessel having become a Total Loss (Actual or Constrictive or Arranged or Compromised)
- (E) due to loss damage liability or expense arising from
 - (i) any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
 - (ii) 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 Union of Soviet Socialist Republics,
 - The People's Republic of China
 - (iii) requisition or pre-emption
 - (iv) confiscation and/or nationalization and/or any other act of government or local authority of the country stated in "Flag" in the Schedule
 - (v) capture, seizure, arrest, restraint, detainment, confiscation or nationalization by the government of the country in which the Vessel is owned or registered
 - (vi) arrest, restraint or detainment under quarantine regulations or by reason of infringement of any customs or trading regulations

(vii) the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause.

4. WARRANTIES

- (A) The Assured shall make all reasonable efforts to obtain the release of the Vessel, and shall subrogate to Underwriters all rights against any other parties.
- (B) Warranted that the Assured comply in all respects with the laws (local or otherwise) of the country in whose waters the Vessel is situated and should failure so to do prejudice this insurance to extent of a loss, no liability will attach hereunder.
- (C) Warranted all necessary permits obtained.

5. TERMINATION

- (A) 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.
- (B) Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY
 - (i) upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 3 (E) (i) whosoever or whensoever such detonation may occur and whether or not the Vessel may be involved
 - (ii) 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 Union of Soviet Socialist Republics,
 - The People's Republic of China
 - (iii) in the event of the Vessel being requisitioned, either for title or use
 - (iv) upon any sale or other change of management or ownership unless with the prior consent of Underwriters.
- (C) In the event either of cancellation by notice or of automatic termination of this insurance pro-rata net return of premium shall be payable to the Assured, provided that no claims shall attach to the Vessel concerned. In no other circumstance shall any return of premium be due once this insurance is effected except with the specific agreement of Underwriters.

CMS/MH/43

**LOSS OF TIME INSURANCE INCLUDING WAR
(ABS 1/10/83 Wording Amended)**

This insurance is subject to English law and practice

1. If in consequence of any of the following events:

(a) loss, damage or occurrence covered by Institute Time Clauses-Hulls (1/10/83) or Norwegian Hull Form or American Institute Hull Clauses (2nd June 1977) and also loss damage or occurrence covered by Institute War and Strikes Clauses-Hulls (1/10/83) or American Institute Hull War and Strikes Clauses (1/12/77) plus Addenda 1 and 2,

(Option of clause to be exercised at inception)

(b) breakdown of machinery, including electrical machinery or boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured,

occurring during the period of this insurance the Vessel is prevented from operation for a period in excess of {as specified in the Policy} days in respect of any accident, then this insurance shall pay {as specified in the Policy} of the sum hereby insured for each 24 hours after the expiration of the said days during which the Vessel is so prevented from operation for not exceeding a further {as specified in the Policy} days in respect of any one accident or occurrence (and not exceeding {as specified in the Policy} days in all during the currency of this Insurance (irrespective of the expiry date of this insurance)), provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this policy.

2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the Vessel becoming a Total Loss (Actual or Constructive).

3. In all cases where a recovery is obtained from third parties in respect of loss of time such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.

~~4. Subject to current Institute Trading Warranties and, in respect of War risks, subject to current London Market War Risk Trading Warranties.~~

5. Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

6. The expression 'one accident' shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses-Hulls (1/10/83).

7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.

8. It is understood and agreed that if the Vessel is prevented from operation on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total time that the Vessel is not in operation shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.

9. Should the Vessel at the expiration of this insurance be at sea or in distress, or at 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, but in no event shall such extension affect or postpone the operation of the Institute Notice of Cancellation and Automatic Termination of Cover Clause for War.

10. In the event of the Vessel named herein being sold, other than by reason of Total or Constructive Total Loss of Vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata net monthly premium, provided there are no claims on the Vessel during the currency of the insurance prior to cancellation. In no other event shall there be any return of premium (except as provided under Clause 14.3 below).
~~This Clause shall prevail notwithstanding any provisions whether written, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.~~
11. Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the Vessel, or change, suspension, discontinuance, withdrawal or expiry of her Class therein, provided that if the Vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her Class has resulted from loss or damage covered by Clause 1 of this insurance such automatic termination shall only operate should the Vessel sail from her next port without the prior approval of the Classification Society.
12. The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.
13. This insurance excludes:
- 13.1 loss damage liability or expense arising from
- 13.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
 - 13.1.2 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
 - 13.1.3 13.1.3 requisition or pre-emption
 - 13.1.4 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
 - 13.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
 - 13.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 13.2 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance
- 13.3 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 1974.
- 14.
- 14.1 Cover hereunder in respect of the risks of war, etc., 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 cover 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.
- 14.2 Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc., shall **TERMINATE AUTOMATICALLY**
- 14.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 13.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved
 - 14.2.2 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 Union of Soviet Socialist Republics, the People's Republic of China

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

14.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 14, pro rata net return of premium shall be payable to the Assured.

15. Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

CHOLA MS

CMS/MH/44

**LOSS OF TIME INSURANCE EXCLUDING WAR
(ABS 1/10/83 wording amended)**

This insurance is subject to English law and practice

1. If in consequence of any of the following events

(a) loss, damage or occurrence covered by Institute Time Clauses-Hulls 1/10/83 or Norwegian Hull Form or American Institute Hull Clauses (2nd June 1977),

(Option of clause to be exercised at inception)

(b) breakdown of machinery, including electrical machinery or boilers, provided that such breakdown has not resulted from wear and tear or want of due diligence by the Assured,

occurring during the period of this insurance the vessel is prevented from operation for a period in excess of {as specified in the Policy} days in respect of any accident, then this insurance shall pay {as specified in the Policy} of the sum hereby insured for each 24 hours after the expiration of the said days during which the vessel is so prevented from operation for not exceeding a further {as specified in the Policy} days in respect of any one accident or occurrence (and not exceeding {as specified in the Policy} days in all during the currency of this insurance (irrespective of the expiry date of this insurance)), provided that the repairs in respect of which a claim is made hereunder are completed within 12 months of the expiry of the period covered by this insurance.

2. No claim to attach to this insurance if the occurrence in respect of which such claim arises is the cause of the vessel becoming a Total Loss (Actual or Constructive).

3. In all cases where a recovery is obtained from third parties in respect of loss of time such recovery shall be apportioned between the Assured and the Underwriters as their respective interests may appear.

~~**4. Subject to current Institute Trading Warranties.**~~

5. Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given to the Underwriters immediately after receipt of advices and any amended terms of cover and any additional premium required by them be agreed.

6. The expression 'one accident' shall be deemed to include all heavy weather damage occurring during a single sea passage between two successive ports as defined in Clause 12.2 of Institute Time Clauses-Hulls 1/10/83.

7. If this insurance attaches or expires during a passage as defined above heavy weather damage occurring on the same passage but outside the period covered by this insurance may be added for the purpose of calculating the loss provided the damage sustained during the period covered hereunder has not been repaired during the passage, but only the proportion of the loss arising from damage occurring during the currency of this insurance shall be payable hereunder.

8. It is understood and agreed that if the vessel is prevented from operation on separate occasions, which shall not in any event exceed three, in respect of any one accident or occurrence falling within this insurance, for the purpose of ascertaining the amount claimable hereunder the total time that the vessel is not in operation shall be taken into account, provided that the repairs are completed within 12 months of the expiry of this insurance.

9. Should the vessel at the expiration of this insurance be at sea or in distress, or at 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.

10. In the event of the vessel named herein being sold, other than by reason of Total or Constructive Total Loss of vessel, this insurance is automatically cancelled. In such event Underwriters agree to return pro rata net monthly premium, provided

there are no claims on the vessel during the currency of the insurance prior to cancellation. In no other event shall there be any return of premium.

~~This clause shall prevail notwithstanding any provisions whether written, typed or printed in the insurance inconsistent therewith unless especially agreed by Underwriters.~~

- 11.** Unless the Underwriters agree to the contrary in writing, this insurance shall terminate automatically at the time of change of the Classification Society of the vessel, or change, suspension, discontinuance, withdrawal or expiry of her class therein, provided that if the vessel is at sea such automatic termination shall be deferred until arrival at her next port. However where such change, suspension, discontinuance or withdrawal of her class has resulted from loss or damage covered by Clause 1 of this insurance or which would be covered by an insurance of the vessel subject to current Institute War and Strikes Clauses Hulls-Times such automatic termination shall only operate should the vessel sail from her next port without the prior approval of the Classification Society.
 - 12.** The Assured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters to have the right to require the Assured to incur any expense which would reduce Underwriters' liability under this insurance provided such expense is for Underwriters' account.
 - 13.** In no case shall this insurance cover loss damage liability or expense caused by
 - 13.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - 13.2 capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat
 - 13.3 derelict mines torpedoes bombs or other derelict weapons of war.
 - 14.** In no case shall this insurance cover loss damage liability or expense caused by
 - 14.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - 14.2 any terrorist or any person acting from a political motive
 - 15.** In no case shall this insurance cover loss damage liability or expense arising from
 - 15.1 the detonation of an explosive
 - 15.2 any weapon of warand caused by any person acting maliciously or from a political motive.
 - 16.** In no case shall this insurance cover 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.
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CMS/MH/45

FULL PREMIUM IF CLAIMS CLAUSES
(For Loss of Time Insurance Including War (ABS 1/10/83 Wording Amended))

Article 1.

In case that the Company becomes liable to indemnify the Assured for loss equivalent to the period of 180 days in all subject to "Loss of Time Insurance Including War (ABS 1/10/83 Wording Amended)", the Person effecting the insurance shall make an additional payment to the Company of the Balance between the annual premium and the premium specified in this Policy.

Article 2.

If the additional payment of the preceding Article has not been made before the Company make payment of a claim, the Company shall deduct the amount of the additional premium from the amount of claim.

CHOLA MS

CMS/MH/46

FULL PREMIUM IF CLAIM CLAUSES
(For Loss of Time Insurance Excluding War (ABS 1/10/83 Wording Amended))

Article 1.

In case that the Company becomes liable to indemnify the Assured for loss equivalent to the period of 180 days in all subject to "Loss of Time Insurance Excluding War (ABS 1/10/83 Wording Amended)", the Person effecting the insurance shall make an additional payment to the Company of the Balance between the annual premium and the premium specified in this Policy.

Article 2.

If the additional payment of the preceding Article has not been made before the Company make payment of a claim, the Company shall deduct the amount of the additional premium from the amount of claim.

CHOLA MS

CMS/MH/47

**PREMIUM CLAUSES
(Additional Premium for War Risks Deviation)**

In respect of any additional premium as per Clause 2. in "Navigation Limitation for Hull War, Strikes, Terrorism and Related Perils",

1. Article 3. and Article 4. Of PREMIUM CLAUSE (A-2) and Article 4. And Article 7.1. Of PREMIUM CLAUSES (B-2) shall not be applicable.
2. In the event of non-payment of premium within 30 days after the Company's issuing debit note, the Company shall not be liable for any losses occur after the due date of premium.
3. In the event of non-payment of premium within 30 days after the Company's issuing debit note, the Company shall be entitled to cancel the insurance by sending notice of cancellation to Person(s) effecting the insurance. Such cancellation shall take effect from the due date of premium.

CHOLA MS

CMS/MH/48

SPECIAL CLAUSE FOR ANIVA BAY

Notwithstanding "Institute Warranties 1/7/76", it is hereby agreed that this insurance shall be extended to cover the Vessel making a round trip to "Aniva Bay (RUSSIA)" during the period of 15th March ~ 31st December.

Warranted that, for voyages between 15th November to 31st December;

1. the Vessel has on board the appropriate hydrographic charts corrected up to date.
2. the Vessel is properly equipped and fitted with Marine Rader, a Satellite Navigator or Loran, Sonic Apparatus, and Gyro Compass, all fully operational and manned by qualified personnel.
3. when the Vessel navigates to "Aniva Bay (RUSSIA)", the person effecting the Insurance or the Assured shall give prior notice to the Company about the voyage.
4. the Vessel shall navigates through 46° N. Lat towards the "Institute Warranties 1/7/76" by 31st December.

CHOLA MS

CMS/MH/49

LAID UP RETURN CLAUSES (LOH)

1. The Underwriters agree to return the premium as follows:
 - 1.1 For each period of 30 consecutive days the Vessel may be laid up in a port or in a lay -up area provided such port or lay-up area is approved by the Underwriters (with special liberties as hereinafter allowed)
 - (a) (as arranged) per cent net not under repair
 - (b) (as arranged) per cent net under repairIf the Vessel is under repair during part only of a period for which a return is claimable, the return shall be calculated pro rata to the number of days under (a) and (b) respectively.
2. PROVIDED ALWAYS THAT
 - 2.1 a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period covered by this insurance or any extension thereof.
 - 2.2 in no case shall a return be allowed when the Vessel is lying in exposed or unprotected waters, or in a port or lay-up area not approved by the Underwriters but, provided the Underwriters agree that such non-approved lay-up area is deemed to be within the vicinity of the approved port or lay-up area, days during which the Vessel is laid up in such non-approved lay-up area may be added to days in the approved port or lay-up area to calculate a period of 30 consecutive days and a return shall be allowed for the proportion of such period during which the Vessel is actually laid up in the approved port or lay-up area
 - 2.3 loading or discharging operations or the presence of cargo on board shall not debar returns but no return shall be allowed for any period during which the Vessel is being used for the storage of cargo or for lightering purposes
 - 2.4 in the event of any amendment of the annual rate, the above rates of return shall be adjusted accordingly
 - 2.5 in the event of any return recoverable under this Clause being based on 30 consecutive days which fall on successive insurances effected for the same Assured, this insurance shall only be liable for an amount calculated at pro rata of the period rates 1.1(a) and/or (b) above for the number of days which come within the period of this insurance and to which a return is actually applicable. 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 1.1(a) or (b) or 2.2 above..

CMS/MH/50

DEFERRED REPAIRS CLAUSES
(for ABS 1/10/83 Wording Amended – Including War)

Article 1.

Notwithstanding the provisions of Loss of Time Insurance-Including War (ABS 1/10/83 Wording Amended), this insurance is extended to cover the Loss of Time in consequences of the repairs of damage due to the Accidents which are deferred and effected within the period specified in the Policy after the occurrence of the damage (herein after referred to as “the deferred repairs”), in excess of the number of days specified in the Policy, provided Time Charter Party specified in this policy is successively valid from the time of the accidents to a period of the deferred repairs.

Article 2.

Where the deferred repairs mentioned in the preceding Article and the repairs of damage due to other Accidents which occurred during the period of the Policy are concurrently effected, these repairs shall be deemed to be repairs due to one Accident.

Article 3.

Where the repairs of damage due to any of the Accidents which occurred during the period of the Policy and the repairs of damage due to the Accidents which occurred during the period of other Loss of Time Insurance Policy are concurrently effected, the Loss of Time covered by the Company shall be calculated in accordance with the proportion of the number of days which would have been required for the respective repairs if each repair had been effected individually.

Article 4.

Loss of Time which is covered under Loss of Time Insurance-Including War (ABS 1/10/83 Wording Amended), whether in the Policy or not, shall not be paid under this clause.

CHOLA MS

CMS/MH/51

DEFERRED REPAIRS CLAUSES
(for ABS 1/10/83 Wording Amended – Excluding War)

Article 1.

Notwithstanding the provisions of Loss of Time Insurance-Excluding War (ABS 1/10/83 Wording Amended), this insurance is extended to cover the Loss of Time in consequences of the repairs of damage due to the Accidents which are deferred and effected within the period specified in the Policy after the occurrence of the damage (herein after referred to as “the deferred repairs”), in excess of the number of days specified in the Policy, provided Time Charter Party specified in this policy is successively valid from the time of the accidents to a period of the deferred repairs.

Article 2.

Where the deferred repairs mentioned in the preceding Article and the repairs of damage due to other Accidents which occurred during the period of the Policy are concurrently effected, these repairs shall be deemed to be repairs due to one Accident.

Article 3.

Where the repairs of damage due to any of the Accidents which occurred during the period of the Policy and the repairs of damage due to the Accidents which occurred during the period of other Loss of Time Insurance Policy are concurrently effected, the Loss of Time covered by the Company shall be calculated in accordance with the proportion of the number of days which would have been required for the respective repairs if each repair had been effected individually.

Article 4.

Loss of Time which is covered under Loss of Time Insurance-Including War (ABS 1/10/83 Wording Amended), whether in the Policy or not, shall not be paid under this clause.

CHOLA MS

CMS/MH/52

OPTIONAL REINSTATEMENT CLAUSE

All claims for which Underwriters are liable hereunder shall, to the extent hereof, reduce the limit of liability under this insurance from the date of damage to the vessel. However, after such damages, the assured has the option to reinstate back to its original limit of liability at full annual rate calculated over the amount reinstated.

CHOLA MS