



# Shipowners' War Risk P&I





## EMERGENCY CONTACT DETAILS

Contact details of our correspondents can be found at our website [msamlin.com](http://msamlin.com).  
Please feel free to contact our correspondents whenever you require their assistance.  
Please note that our Claims team is at your service 24 hours a day, 7 days a week.

HEAD OFFICE ROTTERDAM, THE NETHERLANDS

### **MS Amlin Marine N.V.**

Telephone +31 10 2425 000  
Fax number 1 +31 10 4528 219  
E-mail [pandicclaims@msamlin.com](mailto:pandicclaims@msamlin.com)

After office hours Please dial +31 10 2425 000  
From a menu you can choose to whom you wish to speak.  
Press 1 (one) for the claims duty officer.

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PARIS OFFICE, FRANCE

### **MS Amlin Marine N.V.**

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From a menu you can choose to whom you wish to speak.  
Press 1 (one) for the claims duty officer.

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SINGAPORE OFFICE, SINGAPORE

### **RaetsAsia P&I Services Pte Ltd**

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(mobile numbers)

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**Type:** Owners War Protection and Indemnity Cover

**Maximum Limit:** As per Certificate of insurance attached hereto.

**1. Conditions**

Subject always to the exclusions hereinafter referred to and the provisions of the MS Amlin Marine N.V. Insurance policy for shipowners, this insurance covers liabilities, loss and expenses 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;
- 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. Trading**

Worldwide (unrestricted but excluding Iran) subject to 7 days' Notice of Cancellation.

**3. Exclusions**

Loss, damage, liability or expense arising from:

- 3.1 Requisition, either for title or use, or pre-emption;
- 3.2 Capture seizure arrest restraint or 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;
- 3.3 Arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;
- 3.4 The operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause;
- 3.5 Loss damage liability or expense covered by the Institute Time Clauses- Hulls 1/11/95 (including 3/4ths Collision Liability Clause amended to %ths) or which would be recoverable thereunder but for Clause 12 thereof;
- 3.6 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;
- 3.7 Any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994.

**4. Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic Weapons exclusion clause (10.11.03 Cl.370)**

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

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- 4.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- 4.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- 4.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;



- 4.4 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;
- 4.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.

## 5. Choice of law and jurisdiction

This insurance shall be governed by and construed in accordance with England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## 6. Termination

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.

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

- upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China
- in the event of the Vessel being requisitioned, either for title or use;
- in the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Termination Clause, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

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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 6 above.

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## CONTACT DETAILS

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