

## INSTITUTE TIME CLAUSES - HULLS EXCESS LIABILITIES

1. 1.1 This insurance covers only:
    - 1.1.1 **General Average, Salvage and Salvage Charges** not recoverable in full under the insurances on hull and machinery by reason of the difference between the insured value of the vessel as stated therein (or any reduced value arising from the deduction therefrom in process of adjustment of any claim which law or practice or the terms of the insurances covering hull and machinery may have required) and the value of the vessel adopted for the purpose of contribution to general average, salvage or salvage charges, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.
    - 1.1.2 **Sue and Labour Charges** not recoverable in full under the insurances on hull and machinery by reason of the difference between the insured value of the vessel as stated therein and the value of the vessel adopted for the purpose of ascertaining the amount recoverable under the insurances on hull and machinery, the liability under this insurance being for such proportion of the amount not recoverable as the amount insured hereunder bears to the said difference or to the total sum insured against excess liabilities if it exceed such difference.
    - 1.1.3 **Collision Liability (three-fourths)** not recoverable in full under the Institute 3/4ths Collision Liability and Sistership Clauses in the insurances on hull and machinery by reason of such three-fourths liability exceeding three-fourths of the insured value of the vessel as stated therein, in which case the amount recoverable under this insurance shall be such proportion of the difference so arising as the amount insured hereunder bears to the total sum insured against excess liabilities.
  - 1.2 The Underwriters' liability under 1.1.1, 1.1.2 and 1.1.3 separately, in respect of any one claim, shall not exceed the amount insured hereunder.
2. **RETURNS**

To return pro rata monthly net for each uncommenced month if this insurance be cancelled by agreement.

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

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

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

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

    - 4.1 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
    - 4.2 any terrorist or any person acting from a political motive.
  5. **MALICIOUS ACTS EXCLUSION**

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

    - 5.1 the detonation of an explosive
    - 5.2 any weapon of war

and caused by any person acting maliciously or from a political motive.
  6. **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.

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