

A black and white photograph of an industrial facility, likely a refinery or chemical plant. The image is dominated by a large, curved, metallic structure on the left, possibly a distillation column or heat exchanger, with a complex network of pipes and scaffolding. To the right, there are several tall, vertical structures, possibly storage tanks or distillation columns, also with scaffolding. The sky is overcast. The overall scene is industrial and complex.

LLOYD'S

**YOUR
INSURANCE
DOCUMENTS**
SECURING YOUR PEACE OF MIND

Codice Ramo	Codice Coverholder.	Codice Lloyd's Broker	Codice Doc. (*)	N. Cover Note / Binder
2400	104512 PXB	312 / BDB	F	23 Sep 2015 / 7 - 970600515
(*) F = Piazzamento Facoltativo B = Piazzamento su Binder				

Tipo di assicurazione: **Corpi Veicoli Marittimi**

Il presente Modulo forma parte integrante del Contratto N° 1913797 / **BDB Ref: 15HUL007**

Nome dell'Assicurato o Contraente:

Indirizzo:

Italia

Codice Fiscale:

Durata dell'Assicurazione dalle ore 24:00 del **6 luglio 2016** alle ore 24:00 del **6 luglio 2017**

Data della Proposta che forma parte integrante del presente Contratto: **non applicabile**

Condizioni Generali e Particolari come da seguenti stampati allegati al presente Modulo:

Scheda di copertura

Rischi e importi assicurati, Franchigie e Scoperti, estensione territoriale e Condizioni Speciali (che prevalgono sulle Condizioni Particolari e Generali di cui sopra): **Scheda di copertura**

Quota Lloyd's: 100,00%	
Numero e percentuale dei Sindacati dei Lloyd's che hanno assunto il rischio per la quota Lloyd's sopra indicata:	
KLN 510	50,00%
AMA 1200	50,00%
	100,00%

Premio Netto (EURO)	Accessori	Imponibile	Imposte	Totale
81.360,00	0,00	81.360,00	40,68	81.400,68

Rata dovuta al	Premio Netto	Accessori.	Imponibile	Imposte	Totale
6 Luglio 2016	27.120,00	0,00	27.120,00	13,56	27.133,56
6 Novembre 2016	27.120,00	0,00	27.120,00	13,56	27.133,56
6 Marzo 2017	27.120,00	0,00	27.120,00	13,56	27.133,56

Modalità del pagamento del Premio ed eventuali regolazioni: **Quadrimestrale**

Vittorio Scala

Data **Il Corrispondente dei Lloyd's** **Il Rappresentante Generale per l'Italia dei Lloyd's** **L'Assicurato o il Contraente:**

Il premio deve essere pagato al Corrispondente di seguito specificato, il quale è autorizzato a riceverlo per conto degli Assicuratori. Il mezzo di pagamento è concordato con detto intermediario, nel rispetto della normativa vigente.

IL CONTRAENTE DICHIARA DI AVER RICEVUTO, PRIMA DELLA SOTTOSCRIZIONE DEL CONTRATTO, LE CONDIZIONI DI ASSICURAZIONE COSÌ COME PREVISTO DALL'ART. 30, COMMA 1, DEL REGOLAMENTO ISVAP n°35 DEL 26/05/2010.

Il Contraente:

Il pagamento del Premio per l'importo di è stato fatto in mie mani in data L'Incaricato

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Nome Imbarcazione	n° IMO/Indicativo Radio	Bandiera	Autorità certificativa	Porto di Registrazione	Material e corpo	Anno del Corpo	Data Ultima Perizia	Stazza lorda	Velocità Max	Lunghezza	n° di Passeggeri	n° di Equipaggio	Tipo di imbarcazione	Somma Assicurata (Euro)	Tasso Netto	Premio Netto (Euro)	Franchigia Corpi (Euro)
Vessel Name	IMO Number or Call Sign	Flag	Vessel Class/Cert. Authority	Port of Registry	Hull Material	Hull Year of Built	Date of Last Survey	Gross Tonnage	MDS	Length	n° of Passengers	n° of Crew	Type of vessel	Sum Insured (Euro)	Gross rate	Gross premium (Euro)	Hull deductible (Euro)
		IT	RINA		Steel												
		IT	RINA		Wood												
		IT	RINA		Steel												
		IT	RINA		Steel												

Conditions: The parties confirm that they are aware of the following clauses and that they agree that these conditions are in operation even if they are not fully written in the policy.

- General Conditions "Camogli Policy" Edition 1988)
 - Art. 4 partial amended and therefore the value of the vessel fixed by this policy is not deemed to be the agreed value
- Institute Time Clauses (Hull) 1/10/1983 - CL280, but:
 - Excluding Liability (Clause 8 "3/4ths Collision Liability" deleted)
 - Art. 12 Deductible: 12.1 as per table above
 - Only in respect of : FPA (Free of Particular Average) unless caused by fire, explosion, lighting, collision, grounding, stranding, striking the ground, struck against fixed and floating objects and sinking.
- Institute War and Strike Clauses Hulls - Time 1/10/83 - CL 281
- Violent theft, piracy and barratry Exclusion - for use with the Institute Time Clauses Hulls 1/10/83
- Small General Average Clause USD 50,000 (for each and every vessel)
- Contracts (Rights of Third Parties) act 1999 Exclusion Clause
- Absolute Asbestos Exclusion Clause
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 - CL370
- Institute Cyber Attack Exclusion Clause 10/11/03 - CL380
- Electronic Date Recognition Clause
- Sanction Limitation and Exclusion Clause 29/07/10 JH2010/009

Data:.....

Assicurato:

- Pilots Non - Liability Clause
- Leased Equipment Clause
- No Lay Up Return Premium
- Part Removed Clause
- Waiver of Subrogation Clause
- Radio and AIDS to Navigation Clause 01/01/1991
- Helicopter Permission Clause 01/01/1991
- Broker Clause
- Law and Jurisdiction – Domicile for the notification of any jurisdictional acts.
- Several liability Clause (JH2010-009)

Additional Conditions:

- Up Front Continuity Clause: Provided that this insurance is renewed through BDB Ltd. with Lead Underwriters for minimum expiry lead order and no claims are paid or outstanding under this insurance, it is agreed that the Insured is entitled to a continuity bonus of % on net premium. This bonus is payable in advance but must be returned to Underwriters if the Insured does not comply with the above 2 requirements. In the event of premium adjustments for either additional and/or return premiums the continuity bonus will be adjusted accordingly. In the event of mid-term cancellation the continuity bonus discount is repayable to Underwriters in full. The Premium to be paid at inception of the policy includes already the % Up Front Continuity Clause. In the event of claims paid or outstanding under this insurance the client shall return to Underwriters Euro .00 plus Insurance Premium Tax
- In addition to the Up Front No Claims Bonus a further No Claims Bonus of 0% on net premium, shall be payable to the client at expiring if no losses and renewal with Lead Underwriters for minimum expiry lead order.
- Tacit renew excluded
- Premium to be paid to the Lloyd's Correspondent within 45 days
- Cancelling Returns Only (Art. 22 deleted): Ovvero nessun rimborso di premio potrà essere richiesto per eventuali periodo nei quali l'unità dovesse rimanere inoperosa.
- Handling of losses: The adjuster appointed to assess the damage pursuant to this *Certificate of Insurance* is: Studio Tecnico Navale Orsini s.r.l., Via dei Ramai, 13, 57121 Livorno – Italy, Tel. +39 (0586) 210622, Cel. +39 348 3705330, e-mail: Matteo@stno.it
Underwriters hold the right to appoint additional surveyors if deemed necessary.

Data:.....

Assicurato:

Warranties:

As per follow:
• Fully RINA certified

Use:

As per table above

Navigation Limits:

Italian water including Island, but always subject to the current JWC Hull War, Strikes, Terrorism and Related Perils Listed Areas (10th December 2015) JWLA 022, incorporating "Navigation Limitation for Hull War, Strikes, Terrorism and Related Perils Endorsement" (JWA 2005/001A) and "Hull War Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause" (JW 2005/001B).

Information:

Last 5 years loss record:
1 claim M/N Macaiva – Euro 45,000 - Damage to one engine.

Interest: It is hereby noted and agreed by the Underwriters that the following Company has an interest in the vessel listed below:

Banca di ...		- Sede Legale e Direzione Generale in
of Euro	0,000.00	
Banca di		- Sede Legale e Direzione Generale in
of Euro	0,000.00	

Clausola di Lingua Inglese – NMA 2336

L'Assicurato dichiara di conoscere le clausole riportate nel precedente articolo e la lingua inglese e di avere quindi compiutamente ed inequivocabilmente compreso e valutato sia il contenuto letterale del presente contratto che la natura e l'estensione dei diritti e degli obblighi che le parti, ai sensi di esso, acquisiscono o si assumono.

Data:.....

Assicurato:

GENERAL CONDITIONS
«CAMOGLI POLICY» (Edition 1988)

Art. 1 - Conditions of Insurance

The insurance is granted at the conditions of the attached Clauses of the Institute of London Underwriters, as indicated in art. 1 of the «Additional Conditions» where the expressions «for use only with the new marine policy form» and «This insurance is subject to English law and practice» referred to in the heading are deemed to be cancelled.

Art. 2 - Law governing the contract and interpretation of the English Clauses.

This contract is governed by Italian Law.

The English Clauses attached to this Policy must nevertheless be interpreted and applied as they are interpreted and applied in England.

Art. 3 - Jurisdiction and Competent Court

The competent Court is exclusively the Court in Genoa (Italy).

Art. 4 - Value of the vessel

The value of the vessel fixed by this policy in accordance with art. 515 of the Code of Navigation is deemed to be the agreed value and in the absence of any agreement to the contrary it includes:

- a) the Hull with all its outfits and accessories;
- b) the Main Engine with all its auxiliaries and spare parts; and, if the property of the assured
- c) radiotelegraphic, radio-telephoning equipments;
- d) victuals, bunkers and all other provisions.

Art. 5 - Premium

The premium is annual and due in full even if made payable by installments, except for any return of premium provisions contained in the attached Clauses of the Institute of London Underwriters.

In case of indemnity for total loss (whether actual, constructive or compromised) of the vessel in consequence of a casualty which occurred under a policy covering a period of less than 12 months, or which took place during the continuation of a policy (whether by agreement or automatic) beyond the original expiry date, the Underwriters shall be entitled to the payment of a supplementary premium equal to the difference between the full annual premium and the premium paid for the period of less than one year, or for the continuation.

Art. 6 - Payment of premium

The premium or the premium installments, the additional charges and the taxes must be paid in cash at the Underwriters Head Office or at the Agency having in charge this contract or where this contract has been concluded.

Art. 7 - Bankruptcy of the Assured

Except for the provisions in respect of the automatic termination of the cover at the time of change of management etc., contained in the attached Clauses of the Institute of London Underwriters, in case of bankruptcy or deed of arrangement or controlled administration or compulsory liquidation of the Assured, the Underwriters shall be entitled to cancel the contract giving notice thereof by registered letter.

The cancellation will take effect as from midnight of the 15th day from the date of receipt of the registered letter; on request of the Assured, should the vessel be at sea, the cancellation will take effect from arrival at the port of destination if the vessel is in ballast, or from arrival at the final port of discharge if the vessel has cargo on board.

The cancellation implies waiver by the Underwriters of the residual premium from the date of termination of the cover.

Art. 8 - Notice of claims

Reference to Lloyd's Agent made in the attached English Clauses is deemed to be void: notice of claims must be given in writing to the Underwriters at their Head Office or to the Agency having in charge this contract or where this contract has been concluded.

Art. 9 - Abandonment

The Assured may abandon the vessel to Underwriters and claim the total loss indemnity in the following cases:

- 1) where the circumstances as provided by art. 540 letters a and b Code of Navigation apply;
- 2) where the circumstances as provided by the «Constructive Total Loss» Clause of the attached English Clauses apply;
- 3) where the Assured in consequence of an insured peril is deprived of the vessel either definitely or for a period of 12 months on expiry of which an imminent recovery is not foreseeable, or where the 12 months period having elapsed the cost of recovering the ship, would exceed her insurance value, when recovered.

The abandonment must be served to the form prescribed by Italian Law.

Art. 10 - Payment of Indemnities

The Underwriters shall pay the indemnities due by them within 30 days from the completion of the «Average Adjustment» except in cases of suspension of the adjustment and of the payment as provided for by this Policy or by law.

Upon payment of an indemnity the Underwriters shall be entitled to compensate premium installments not yet due under the policy.

Art. 11 - Casualty Enquiry

In the event of Authorities conducting an enquiry to ascertain personal liability of the Assured in relation to a casualty, payment by the Underwriters of the insurance indemnity, which might be due in relation to the same casualty, is suspended until the closing of the said enquiry. If the findings of the enquiry are remitted to the judicial authority or if criminal proceedings against the Assured are commenced in relation to the casualty, payment of the indemnity is suspended until the decision of the criminal judge.

Art. 12 - Coinsurance and Leadership

Should this policy be shared in coinsurance with other Insurers, all matters concerning the policy will be dealt with only with the Leading Underwriters who shall in turn advise Co-insurers.

The Co-insurers are to accept as valid and binding all ordinary acts made by the Leading Underwriters for common interest.

Each of the Co-insures is bound to the payment of indemnities in proportion to the share underwritten and is liable only for such share, the coinsurance not implying any joint and several liability whatever.

Art. 13 - Taxes

Taxes and any other dues present or future as provided by Law relative to the premium, this contract and all that is connected therewith shall be for the account of the Assured even if payment thereof has been advanced by the Underwriters.

INSTITUTE TIME CLAUSES (HULL) 1/10/83

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 a 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 recognised 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 thereunder.

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 Sister-ship

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 Lloyd's Agent 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 despatch 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 hereof, 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 _____ 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 minimising 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 labouring 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 gritblasting 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 gritblasting 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/anti-corrosive 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 claims 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 repair 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 Disbursement 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, however 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 passage (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 insured 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., OI 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 uncompleted 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) per cent not under repair

(b) per cent 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 lightening 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 (23-26) shall be paramount and shall override anything 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 labour 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 – CL280

INSTITUTE WAR AND STRIKES CLAUSES HULL - TIME

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 there-from, 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 Insurance and Reinsurance Brokers Page 2 of 7 Member of the General Insurance Standards Council Registered Office 6 Lloyd's Avenue, London, EC3N 3AN Registered in England No: 3455693 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 there-under 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 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 Insurance and Reinsurance Brokers Page 3 of 7 Member of the General Insurance Standards Council Registered Office 6 Lloyd's Avenue, London, EC3N 3AN Registered in England No: 3455693 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.

1/10/1983 CL281

VIOLENT THEFT, PIRACY AND BARRATRY EXCLUSION - FOR USE WITH THE INSTITUTE TIME CLAUSES HULLS 1/10/83

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 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 1/10/83 as amended by the violent theft, piracy and barratry extension clause JW 2005/002 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 excepted)" 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 17/10/05

SMALL GENERAL AVERAGE CLAUSE

In cases where General Average is estimated not to exceeds USD ,000 in excess of the Deductible as shown in the policy, it is agreed that the Assured shall have the option of claiming the whole of the General Average amount (excluding interest and commission) under their hull insurance. Where General Average Adjusters certify that involving part or all cargo interests would be uneconomical from the standpoint of the hull interest, the Assured shall have the same option as outlined above.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE.

A person who is not a party to this insurance policy shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or other substantively similar legislation, to enforce any of its terms.

ABSOLUTE ASBESTOS EXCLUSION CLAUSE

This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

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

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 ionising 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.

10/11/2003 – CL370

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

- 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 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.

10/11/03 - CL 380

ELECTRONIC DATE RECOGNITION CLAUSE

By way of endorsement to the policy the parties are hereby agreed as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the policy):

The Insurer shall not be liable to make any payment for Loss, liability, expense or costs of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from or relating to:

- a) any actual or alleged failure or inability of any Computer Equipment whether or not owned by or in the possession of the Insured.
 1. to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) Date / Time Material; or
 2. to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) any data or information as a result of the treatment of any Date / Time Material by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it
- b) any actual or alleged failure to provide or inadequacy of any services whether provided by the Insured or any other person or persons due to any actual or alleged failure or inability described at paragraph (a) above
- c) any advice consultation design evaluation inspection installation maintenance alteration repair replacement or supervision provided or done by the Insured or for or on behalf of the Insured to determine rectify or test for any potential actual problem described at paragraph (a) above

For the purpose of this Endorsement :

Computer Equipment means :

- a) computer hardware, including microprocessors
- b) computer application software
- c) computer operating systems or related software
- d) computer networks
- e) microprocessors (computer chips) not part of any computer system
- f) any other computerised or electronic equipment
- g) any other equipment which directly or indirectly contains uses or relies upon in any manner any of the items listed at (a) to (f) above

Date / Time Material means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)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 (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

29/07/10 JH2010/009

PILOT NON – LIABILITY CLAUSE

This insurance shall not be prejudiced by reason of any agreement limiting or exempting the liability of 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.

LEASED EQUIPMENT CLAUSE

This insurance is extended to cover loss of or damage to equipment and apparatus not owned by the Assured but installed for use on the Vessel and for which the Assured has assumed contractual liability, whether such equipment or apparatus be in nature of aids to navigation or communication or otherwise and where such loss or damage is caused by the peril insured under this insurance, subject in all other respects to its terms, conditions and exclusions. In no event shall the liability of the Underwriters exceed the lesser of the contractual liability of the Assured for loss of or damage to such equipment or apparatus or its replacement value. All such equipment and apparatus shall be included in the insured value of the vessel

NO LAY UP RETURN PREMIUM

1. No premium shall be returned if the vessel is laid up not under repair in a port or in a lay-up area provided such port or lay-up area is approved by Underwriters.
 2. The vessel is not considered as under repair when work is undertaken in respect of ordinary wear and tear or following recommendations from the Classification Society.
 3. Provided always that :
 - a. A total loss has not occurred during the period of this insurance
 - b. No return is allowed when the vessel is lying in exposed or unprotected waters or in a port or lay-up area not approved by Underwriters.
 - c. No return is allowed when the vessel is being used for the storage of cargo or for lightering purpose.
-

PART REMOVED CLAUSE

This insurance also specially covers against all risks of loss or damage to any part of the hull, machinery, or inventory whilst removed or taken out for overhaul or repair, in a repair yard (including their subcontractor's premises) whilst on quays, pontoons, crafts and the like or elsewhere including transit to and from the vessel.

WAIVER OF SUBROGATION CLAUSE

Ay claimant under this policy shall at the request and at the expense of the underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by underwriters for the purpose of endorsing any rights and remedies of things which shall be or become necessary or required before or after indemnification by the underwriters. The rights of subrogation against affiliated and/or individual companies connected therewith is hereby waived.

RADIO AND AIDS TO NAVIGATION CLAUSE – 01/01/1991

Radio apparatus and equipment, echo sounder, navigation 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, tanks cleaning equipment, also equipment consisting of projection machines, sound apparatus and motion picture film should 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 therefore. But the liability of underwriters (either as to amount or as to the risks covered) shall not exceed the Assured's liability which underwriters would be subject of the property were fully owned by the Assured whichever shall be least.

HELICOPTER PERMISSION CLAUSE 01/01/1991

The Assured shall have permission to enter into any contract concerning the use of helicopters and this insurance shall not be prejudiced when the terms thereof limit or exempt the liability of helicopters and/or their owners and/or operators, subject to the recommendations and procedures contained in the International Chamber of Shipping report entitled "Guide to Helicopter/Ship Operation" being carried out.

BROKER CLAUSE

Within this insurance contract the Insured/Policyholder agrees to nominate the Broker and Lloyd's Correspondent, indicated in the Schedule, to act on their behalf.

Therefore:

- a) Any communications made to the Lloyd's Correspondent by BDB Ltd (the Coverholder) is synonymous with contact being made to the Insured/Policyholder.
- b) Any communications made from the Lloyd's Correspondent to BDB Ltd (the Coverholder) is synonymous with contact being made from the Insured/Policyholder.

Underwriters agree to provide a mandate to BDB Ltd to receive and send any correspondence related to this insurance contract.

Therefore:

- a) Any communications made to BDB Ltd is synonymous with contact being made to the *Underwriters*. Any communications made from BDB Ltd is synonymous with contact being made from the *Underwriters*.
-

LAW AND JURISDICTION

Domicile for the notification of any jurisdictional acts.

It is hereby agreed by all parties that this Insurance Contract is to be regulated and interpreted only by Italian law.

In the event of a dispute arising from, relating to and/or connected with this Insurance Contract Italian Legal Jurisdiction will apply.

In respect of this Insurance Contract, with regard to the notification of any jurisdictional acts from the Insured to the *Underwriters*, the *Underwriters* elect domicile at:

Ufficio Italiano di Lloyd's
All'attenzione del Rappresentante Generale per l'Italia di Lloyd's:
Corso Garibaldi, 86
20121 Milano
Fax n. 02 63788850
E-mail servizioclienti@lloyds.com

The mentioned elected domicile does not affect the *Underwriters* rights to object decadence and/or delays pertaining to notification of acts.

SEVERAL LIABILITY CLAUSE

In respect of this Insurance contract, the responsibility of a single Underwriter is separated and not supporting any other *Underwriters* part of this contract. An Underwriter is only responsible for the percentage of the risk that they subscribed. An Underwriter is not severally responsible for the percentage of the contract subscribed by another Underwriter. Therefore an Underwriter is not liable for any responsibility taken by another Underwriter who may have subscribed to any part of this contract.

In respect of this insurance contract, the part of responsibility underwritten by an Underwriter (or, in case of a Lloyd's Syndicate, the total of all the subscription underwritten by all of the members) is indicated in this contract.

In the case of a Lloyd's Syndicate, any member of the Syndicate (and not the Syndicate itself) is considered a single Underwriter. Any member that has underwritten a part of the Syndicate's total (this amount reflects the total amount underwritten by the overall of the single members of the Syndicate itself). The liability of each member of the Syndicate is separated and not joint with the other members. Every member only answers for the part of the risk for which they are responsible. Each member is not jointly responsible for the part of any other member. Each member is not responsible for any other *Underwriters* that might be able to underwrite this contract. The *commercial* headquarters of any member is in addresses of Lloyd's, Lime Street 1, London C3M 7HA. The identity of each member of a Lloyd's Syndicate and the entity of the subscription lines that each member has Underwritten can be requested from Market Service at Lloyd's, at the above mentioned address. Even if in various parts of this clause we relate to "this contract" as singular, wherever it may be necessary this should be understood as referring to more than one contract.

JH2010-009

INFORMATIVA
AI SENSI DELL'ARTICOLO 13 DEL DECRETO LEGISLATIVO 30/06/2003 N.196

Ai sensi dell'art. 13 del Decreto Legislativo n. 196 del 30 giugno 2003 (di seguito denominato "Codice"), ed in relazione ai dati personali che La riguardano e che formeranno oggetto di trattamento, La informiamo di quanto segue.

1. FINALITÀ DEL TRATTAMENTO DEI DATI

Il trattamento

- A) è diretto all'espletamento da parte degli assicuratori dei Lloyd's of London (di seguito denominati "Lloyd's") delle finalità di conclusione, gestione ed esecuzione del contratto e liquidazione dei sinistri attinenti esclusivamente all'esercizio dell'attività assicurativa e riassicurativa, a cui i Lloyd's sono autorizzati ai sensi delle vigenti disposizioni di legge;
- B) può anche essere diretto all'espletamento da parte dei Lloyd's delle finalità di informazione e promozione commerciale dei prodotti assicurativi dei Lloyd's stessi;

2. MODALITÀ DEL TRATTAMENTO

Il trattamento

- A) è realizzato per mezzo di operazioni o complessi di operazioni: raccolta; registrazione e organizzazione; elaborazione, compresi modifica, raffronto/interconnessione; utilizzo, comprese consultazione, comunicazione; conservazione; cancellazione/distruzione; sicurezza/protezione, comprese accessibilità/confidenzialità, integrità tutela;
- B) È effettuato anche con l'ausilio di mezzi elettronici o comunque automatizzati;
- C) È svolto dall'organizzazione del titolare e da società di fiducia, il cui elenco è disponibile presso il Titolare, che sono nostre dirette collaboratrici e che operano in totale autonomia come distinti titolari del trattamento di dati personali, obbligati ad adempiere in proprio alla normativa in materia di tutela di protezione dei dati personali. Si tratta in modo particolare di società che svolgono servizi di assunzione rischi, archiviazione della documentazione relativa ai rapporti intercorsi con la clientela, svolgimento di sopralluoghi, perizie, gestione e liquidazione sinistri.

3. CONFERIMENTO DEI DATI

La raccolta dei dati può essere effettuata presso l'interessato ovvero presso società accreditate presso i Lloyd's che svolgono per nostro conto compiti di natura assuntiva (agenti, subagenti, broker).

Ferma l'autonomia personale dell'interessato, il conferimento dei dati personali può essere:

- A. obbligatorio in base a legge, regolamento o normativa comunitaria (ad esempio, per antiriciclaggio, Casellario centrale infortuni, motorizzazione civile), limitatamente ai dati personali richiesti in forza di dette leggi, regolamenti o normativa comunitaria;
- B. obbligatorio per la conclusione di nuovi contratti o alla gestione ed esecuzione dei rapporti giuridici in essere o alla gestione e liquidazione dei sinistri; limitatamente ai dati personali contenuti nella modulistica Lloyd's;
- C. facoltativo ai fini dello svolgimento dell'attività di informazione e di promozione commerciale di prodotti assicurativi nei confronti dell'assicurato stesso.

4. RIFIUTO DI CONFERIMENTO DEI DATI

L'eventuale rifiuto da parte dell'interessato di conferire i dati personali

- A) nei casi di cui al punto 3, lett. a) e b), comporta l'impossibilità di concludere od eseguire i relativi contratti di assicurazione o di gestire e liquidare i sinistri;
- B) nel caso di cui al punto 3, lett. c), non comporta alcuna conseguenza sui rapporti giuridici in essere ovvero in corso di costituzione, ma preclude la possibilità di svolgere attività di informazione e di promozione commerciale di prodotti assicurativi nei confronti dell'interessato.

5. COMUNICAZIONE DEI DATI

I dati personali possono essere comunicati - per le finalità di cui al punto 1, lett. a), e per essere sottoposti a trattamenti aventi le medesime finalità o obbligatori per legge - agli altri soggetti del settore assicurativo, quali assicuratori, coassicuratori e riassicuratori; agenti, subagenti, produttori di agenzia, mediatori di assicurazione ed altri canali di acquisizione di contratti di assicurazione (ad esempio, banche e SIM); legali, periti e autofficine; società di servizi a cui siano affidati la gestione, la liquidazione ed il pagamento dei sinistri, nonché società di servizi informatici o di archiviazione; ad organismi associativi (ANIA) e consorzi propri del settore assicurativo; ISVAP, Ministero delle Attività produttive, CONSAP, UCI,

Commissione di vigilanza sui fondi pensione, Ministero del Lavoro e delle politiche sociali ed altre banche dati nei confronti delle quali la comunicazione dei dati è obbligatoria (ad esempio, Ufficio Italiano Cambi, Casellario centrale infortuni, Motorizzazione Civile e dei trasporti in concessione); altri enti pubblici. Inoltre i dati potranno essere comunicati ad altri enti in sede di partecipazione a bandi di gara per fornire nostre referenze. Tali soggetti operano in totale autonomia come distinti titolari del trattamento di dati personali, e sono obbligati ad adempiere in proprio alla legge; l'elenco dei destinatari delle comunicazioni dei dati personali è disponibile presso l'ufficio del Rappresentante Generale, e può essere

gratuitamente messo a conoscenza dell'interessato, mediante richiesta scritta al Titolare al numero di fax 02 63788850, o all'indirizzo email servizioclienti@lloyds.com, ai sensi dell'art 7 del Codice.

6. DIRITTI DELL'INTERESSATO

L'art. 7 del Codice conferisce all'interessato l'esercizio di specifici diritti, tra cui quelli di ottenere dal titolare la conferma dell'esistenza o meno di propri dati personali e la loro messa a disposizione in forma intellegibile; di avere conoscenza dell'origine dei dati, nonché della modalità e delle finalità del trattamento; di venire a conoscenza della logica applicata in caso di trattamento effettuato con l'ausilio di strumenti elettronici; di ottenere gli estremi identificativi del titolare, dei responsabili e del rappresentante designato ai sensi dell'art. 5, comma 2 del Codice; di essere messo a conoscenza dei soggetti o delle categorie di soggetti ai quali i dati personali possono essere comunicati o che possono venirne a conoscenza in qualità di rappresentante designato nel territorio dello Stato, o di incaricati; di ottenere la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione della Legge, nonché l'aggiornamento, la rettificazione o, se vi è interesse, l'integrazione dei dati; di opporsi, per motivi legittimi, al trattamento stesso. L'esercizio dei diritti dell'interessato può essere esercitato secondo quanto stabilito dall'art. 8 del Codice

7. TITOLARE DEL TRATTAMENTO

Titolari del trattamento in ambito italiano sono i Lloyd's nella persona del loro Rappresentante Generale per l'Italia, con sede a Milano in Corso Garibaldi, 86.

CONSENSO AL TRATTAMENTO DEI DATI PERSONALI

Preso atto dell'informativa di cui sopra,

ed ai sensi dell'art. 23 e 26 del Codice, Le chiediamo quindi di esprimere il consenso per i trattamenti di dati strettamente necessari per le operazioni e servizi da Lei richiesti e più precisamente per:

- A) il trattamento dei dati "sensibili" per le finalità di cui al punto 1, lett. a) dell'informativa e nelle modalità di cui al punto 2. La informiamo che i dati sensibili oggetto del trattamento possono essere, per esempio, dati personali idonei a rivelare lo stato di salute¹;
- B) la comunicazione dei dati sensibili alle categorie di soggetti e nelle modalità indicate al punto 5 della predetta informativa, che li possono sottoporre a trattamenti aventi le finalità di cui al punto 1, lett. a) della medesima informativa o obbligatori per legge;

Luogo	L'interessato	
Data	_____	_____
	Nome e Cognome leggibili	Firma

c) lo svolgimento di attività di informazione e di promozione commerciale di prodotti assicurativi nei confronti dell'interessato.

Luogo	L'interessato	
Data	_____	_____
	Nome e Cognome leggibili	Firma

Ai sensi dell'art. 7 del Codice Lei ha il diritto di conoscere, in ogni momento, quali sono i Suoi dati oggetto di trattamento e come essi vengono utilizzati. Ha, altresì, il diritto di farli aggiornare, integrare, rettificare o cancellare, chiederne il blocco ed opporsi al loro trattamento ricorrendo i motivi di cui all'art. 7 del Codice richiamati nel punto 6 dell'informativa.

¹ Per specifici servizi che comportano la conoscenza da parte dei Lloyd's di ulteriori dati sensibili, Le sarà richiesto un consenso scritto di volta in volta.