

Combined Group of War Risks Associations War Risks Loss of Hire Insurance

It is noted and agreed that this entry shall include the cover provided by this War Risks Loss of Hire Insurance, subject otherwise to the War Risks Rules of the Association and the Insured Owner's terms of entry.

1. The insurance provided by this War Risks Loss of Hire Insurance is subject to the terms and conditions set out below:

The words "Association", "Certificate of Entry", "Entered Ship", "Insured Owner", "Policy Year" and "Rules" shall bear the meanings set out in the Definitions in the Association's Rules.

"Period of Entry" shall be the period for which the Association has provided cover for this War Risks Loss of Hire Insurance but shall not extend beyond the end of that Policy Year.

The "Association" shall also mean each Association forming the Combined Group of War Risks Associations.

2. If in consequence of loss, damage, detention or occurrence or any attempt thereof to the Entered Ship from risks insured under the War Risks Rules of the Association including the risks of violent theft by persons from outside the Entered Ship, piracy or barratry of Master, Officers or Crew or from any terrorist or any person acting maliciously, or from a political motive, the Entered Ship be wholly or partly deprived or prevented from earning hire or reward for a period in excess of 7 consecutive periods of 24 hours in respect of any one event or occurrence provided that:-
 - (i) such loss, damage, detention or occurrence to the Entered Ship occurs during the period of entry of the ship in the Association; and
 - (ii) repairs if actually carried out in respect of damage are completed within 12 months of the end of that Period of Entry.
3. In such circumstances the Insured Owner shall be indemnified by the Association for each 24 hour period or part thereof during which the Entered Ship is so deprived or prevented from hire, not exceeding a period of 180 days in respect of any one event or occurrence or in the aggregate from all events or occurrences within any one Policy Year.
4. Cover may be reinstated upon terms to be agreed by the Association.
5. The Insured Owner shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. The Association shall have the right to require the Insured Owner to incur any expense which would reduce the Association's liability under this War Risks Loss of Hire Insurance, provided such expense is for the Association's account.

6. The daily sum recoverable under this War Risks Loss of Hire Insurance shall be fixed and agreed by the Association and set out in the Certificate of Entry whether the Entered Ship is on charter or not.
7. Any claim for losses, liabilities, costs or expenses arising from piracy, barratry of Master, Officers or Crew, or violent theft by persons from outside the Entered Ship shall not be subject to a deductible.
8. Where the Entered Ship is under time charter the daily sum recoverable shall not become payable until the time and date of the period for which charter hire ceases to be paid by the Entered Ship's time charterers.
9. The Association will be entitled to any charter hire in respect of the period for which a claim has been paid by the Association under this War Risks Loss of Hire Insurance which is received by the Insured Owner after payment of the claim by the Association.
10. If an Insured Owner is entitled to claim charter hire from any time charterer for the period in respect of which the claim is made, the Association shall be entitled to exercise rights of subrogation in respect of such hire and the Insured Owner shall assign its rights thereto to the Association.
11. There shall be no recovery under this War Risks Loss of Hire Insurance if the event in respect of which a claim would otherwise arise also results in the Entered Ship becoming an actual or constructive total loss from risks insured under the War Risks Rules of the Association. In the event that a claim has been paid under this clause prior to the Entered Ship becoming an actual or constructive total loss, there shall be deducted from any claim in respect of the actual or constructive total loss a sum equivalent to any claim paid under this War Risks Loss of Hire Insurance.
12. Cover under this War Risks Loss of Hire Insurance is subject to the Association's Rules, unless expressly stated otherwise to the contrary, including but not limited to, the submission by the parties to the English High Court of Justice in respect of any dispute or differences between the Insured Owner and the Association in accordance with the Association's Rule 46.