

SECTION C - DAMAGE TO HULL OF THE CHARTERED VESSEL

The Assured shall be entitled to indemnity against loss, damage, costs and expenses sustained by reason of the following-

1 Legal liability of the Assured for damage to or loss of the declared vessel, or expenses relating thereto, arising from:

i physical loss of or damage to the declared vessel, her equipment, fittings, stores and supplies excluding any property owned or leased by the Assured;

ii delay, detention or loss of use of the declared vessel resulting from physical loss of or damage to the vessel;

iii loss of or damage to the declared vessel for which the Assured is liable under the terms of any contract or indemnity given to the owners or operators of any facilities or services relating or provided to the vessel.

provided that:

the terms of any such contract or indemnity have been approved in writing by the Managers.

2 Legal liability of the Assured for loss of or damage to the declared vessel arising under the terms of a contract for towage of the declared vessel:

i for entering or leaving port or manoeuvring within the port during the ordinary course of trading; or

ii as is customary in the ordinary course of trading for the declared vessel from port to port or from place to place:

iii other than as is customary under sub-paragraphs i and ii above, provided that the terms of any contract or indemnity in respect of such towage have been agreed in writing by the Managers.

3 Legal liability of the Assured for loss of or damage to the declared vessel arising under a contract for towage by the declared vessel provided that the terms of any such contract have been agreed in writing by the Managers.

4 Legal liability of the Assured for loss of or damage to the declared vessel arising otherwise than under the terms of a towage contract, arising out of towage of or by a declared vessel.

provided that:

there shall be no recovery in respect of liability arising out of towage except insofar as such liabilities costs and expenses relate to risks as set out and defined in Section C of this insurance and also fall under the terms of parts 2, 3 or 4:

provided that:

the Assured shall not be entitled to any indemnity in respect of towage of or by the declared vessel under parts 2, 3 and 4 hereof unless the Owners or Master of the declared vessel have first given their permission for such towage.

5 Legal liability of the Assured to the Owners of the declared vessel for general average and salvage contributions levied upon or attributable to the vessel.

6 Legal liability of the Assured for general average and salvage contributions levied upon or attributable to freight and/or bunkers.

In relation to all parts of Section C:

i the Assured shall not be entitled to indemnity against liability or expense incurred in or arising from cargo transshipment operations in open roadsteads or at sea or otherwise than is customary at the port or place of transshipment, unless the Managers have agreed in writing beforehand to extend cover to such operations;

ii the Assured shall be entitled to indemnity against liability incurred whilst the vessel is trading to areas excluded by the London Market Listed Excluded Areas (War Risks).

provided that:

such voyages are permissible under the relevant charterparty and that no express indemnity has been given by the Assured in respect of such voyages.

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