

(Applied according to the Decision No. 0747/2011-BM/QLNV dated 05/05/2011 of the Chief Executive Officer of BaoMinh Insurance Corporation)

17/10/05 (for use with the Institute War & Strikes Clauses Hulls - Time 1/11/95)

VIOLENT THEFT, PIRACY AND BARRATRY EXTENSION

Where the War and Strikes insurance of the vessel is written on terms which include the Institute War & Strikes Clauses Hulls Time 1/11/95, the said clauses are hereby amended as follows:

1. Three new Clauses shall be inserted after Clause 1.6 as follows:
 - 1.1 1.7 *violent theft by persons from outside the Vessel*
 - 1.2 1.8 *piracy*
 - 1.3 1.9 *barratry of Master Officers or Crew*
2. Clause 5.1.6 shall be deleted
3. Clause 5.3 shall be deleted and replaced by the following:

“loss damage liability or expense covered by the Institute Time Clauses Hulls – Time 1/11/95 (including 3/4ths Collision Liability Clause amended to 4/4ths) or which would be recoverable thereunder but for Clause 12 thereof, as amended by the violent theft, piracy and barratry exclusion clause BAOMINH-JH2005/047,”
4. A new Clause 5(a) shall be inserted after Clause 5 as follows:

“No claim arising from a peril insured against under Clause 1.7 or Clause 1.8 above shall be payable under this insurance unless the aggregate of all such claims arising out of each separate accident or occurrence (including any associated sue and labour, general average and salvage or collision liability claims) exceeds the deductible amount agreed (if any) in which case this sum shall be deducted. This Clause 5(a) shall not apply to a claim for actual or constructive total loss of the vessel or, in the event of such a claim, to any associated sue and labour claim arising from the same accident or occurrence.”