INSTITUTE CLAUSES
FOR BUILDERS' RISKS



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INSTITUTE CLAUSES FOR BUILDERS' RISKS

This insurance is subject to English law and practice

*(Promulgated together with Decision No.: **2511/QĐ - HH** dated 1/11/2010 of the Director of BIDV Insurance Corporation)*

Vessel: .....

Contract or Yard No. .....

Builders: .....

Builders' Yards: .....

SUBJECT OF INSURANCE

((here more than one part of the subject-matter insured is described in Section I(A), Section I(B) or Section II below, then the respective wording of Section I(A), Section I(B) or Section II shall be applied to each part separately.)

SECTION I. Provisional Period ..... from .....

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

(A) Hull and Machinery etc. under construction at the yard or other premises of the Builders.

Description	Contract or yard No.	Provisionally valued at	To be built at/by

The subject-matter of this sub-section (A) is covered whilst at Builders' Yard and at Builders premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this sub-section (A) which is at such locations shall attach from the time:

(i) of inception of this Section I if such item has already been allocated to the Vessel;

(ii) of delivery to Builders of such item (if allocated) when delivered after inception of this Section I;

(iii) of allocation by Builders if allocated after inception of this Section I.

(B) Machinery etc. insured hereon whilst under construction by Sub-Contractors.

Description	Contract or yard No.	Provisionally valued at	To be built at/by

The subject-matter of this sub-section (B) is covered whilst at Sub-Contractors' works and at Sub-Contractors' premises elsewhere within the port or place of construction at which the Sub-Contractors' works are situated and whilst in transit between such locations.

The Underwriters' liability in respect of each item of this sub-section (B) which is at such locations shall attach from the time:

(i) of inception of this Section I if such item has already been allocated to the Vessel;

(ii) of delivery to the Sub-Contractors of such item (if allocated) when delivered after inception of this Section I;

(iii) of allocation by the Sub-Contractors if allocated after inception of this Section I.

The subject-matter of this sub-section (B) is also covered whilst:

(a) in transit to Builders if the transit is within the port or place of construction at which the Builders' Yard is situated;

(b) at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations.

SECTION II. Provisional Period ..... from .....

but this insurance to terminate upon delivery to Owners if prior to expiry of Provisional Period.

Machinery etc. insured hereon from delivery to Builders.

Description	Contract or yard No.	Provisionally valued at	To be built at/by

The subject-matter of this Section II is covered whilst at Builders' Yard and at Builders' premises elsewhere within the port or place of construction at which the Builders' Yard is situated and whilst in transit between such locations. The Underwriters' liability in respect of each item of this Section II shall attach from the time of delivery to Builders.

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1. INSURED VALUE

a. Whereas the value stated herein is provisional, it is agreed that the final contract price, or the total building cost plus .... % whichever is the greater, of the subject-matter of this insurance shall be the insured value.

b. Should the insured value, determined as above,

exceed the provisional value stated herein, the Assured agree to declare to the Underwriters hereon the amount of such excess and to pay premium thereon at the full policy rates, and the Underwriters agree to accept their proportionate shares of the increase,

or

be less than the provisional value stated herein, the sum insured by this insurance shall be reduced proportionately and the Underwriters agree to return premium at the full policy rates on the amounts by which their respective lines are reduced.

c. Nevertheless, should the insured value exceed 125% of the provisional value, then the lines of indemnity under this insurance shall be 125% of the provisional value, any one accident or series of accidents arising out of the same event.

d. Notwithstanding the above it is understood and agreed that any variation of the value for insurance on account of a material alteration in the plans or fittings of the vessel or a change in type from that originally contemplated does not come within the scope of this clause and such a variation requires the specific agreement of the Underwriters.

2. TRANSIT

Held covered at a premium to be arranged for transit not provided for in Section I or II above.

3. DELAYED DELIVERY

Held covered at a premium to be arranged in the event of delivery to Owners being delayed beyond the provisional period(s) mentioned above, but in no case shall any additional period of cover extend beyond 30 days from completion of Builders' Trials.

4. DEVIATION OR CHANGE OF VOYAGE

Held covered in case of deviation or change of voyage, 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.

5. PERILS

a. SUBJECT ALWAYS TO ITS TERMS, CONDITIONS AND EXCLUSIONS this insurance is against all risks of loss of or damage to the subject-matter insured caused and discovered during the period of this insurance including the cost of repairing replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect. In no case shall this insurance cover the cost of renewing faulty welds.

b. In case of failure of launch, the Underwriters to bear all subsequent expenses incurred in completing launch.

6. EARTHQUAKE AND VOLCANIC ERUPTION EXCLUSION

In no case shall this insurance cover loss damage liability or expense caused by earthquake or volcanic eruption. This exclusion applies to all claims including claims under Clauses 13, 17, 19 and 20.

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. FAULTY DESIGN

Notwithstanding anything to the contrary which may be contained in the Policy or the clauses attached thereto, this insurance includes loss of or damage to the subject-matter insured caused and discovered during the period of this insurance arising from faulty design of any part or parts thereof but in no case shall this insurance extend to cover the cost or expense of repairing, modifying, replacing or renewing such part or parts, nor any cost or expense incurred by reason of betterment of alteration in design.

9. NAVIGATION

a. With leave to proceed to and from any wet or dry docks, harbours, ways, cradles and pontoons

within the port or place of construction and to proceed under own power, loaded or in ballast, as often as required, for fitting out, docking, trials or delivery, within a distance by water of 250 nautical miles of the port or place of construction, or held covered at a premium to be arranged in the event of such distance being exceeded.

b. Any movement of the vessel in tow outside the port or place of construction held covered at a premium to be arranged, provided previous notice be given to the Underwriters.

10. DEDUCTIBLE

a. No claim arising from a peril insured against shall be payable under this insurance unless the aggregate of all such claim arising out of each separate accident or occurrence (including claims under Clause 13, 17, 19 and 20) 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 10.1 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 20 arising from the same accident or occurrence.

b. 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 10.2 shall be deemed to include contact with floating ice.

c. 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.

d. Interest comprised in recoveries shall be apportioned between the Assured and the Underwriters, taking into account the sum 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.

11. UNREPAIRED DAMAGE

a. 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.

b. 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.

c. The Underwriters shall not be liable in respect of unrepaired damage fro more than the insured value at the time this insurance terminates.

12. CONSTRUCTIVE TOTAL LOSS

a. In ascertaining whether the subject-matter insured 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 shall be taken into account.

b. No claim for constructive total loss based upon the cost of recovery and/or repair 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.

13. GENERAL AVERAGE AND SALVAGE

a. 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.

b. 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.

c. 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.

d. No claim under this Clause 13 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.

14. NOTICE OF CLAIM

In the event of loss damage liability or expense which may result in a claim under this insurance, prompt notice shall be given to the Underwriters prior to repair and, if the subject-matter is under construction abroad, to the nearest Lloyd's Agent so that a surveyor may be appointed to represent the Underwriters should they so desire.

15. CHANGE OF INTEREST

Any change of interest in the subject-matter insured shall not affect the validity of this insurance.

16. 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.

17. COLLISION LIABILITY

a. The Underwriters agree to indemnify the Assured for 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:

loss of or damage to any other vessel or property on any other vessel;

delay to or loss of use of any such other vessel or property thereon;

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.

b. The indemnity provided by this Clause 17 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:

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 17 shall be calculated on the principle of cross-liabilities as if the respective Owners had been compelled to pay 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.

In no case shall the Underwriters' total liability under Clause 17.1 and 17.2 exceed their proportionate part of the insured value of the vessel hereby insured in respect of any one such collision.

c. The Underwriters will also pay the legal costs incurred by 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

d. Provided always that this Clause 17 shall in no case extend to any sum which the Assured shall pay for or in respect of:

removal or disposal of obstructions, wrecks, cargoes or any other thing whatsover;

any real or personal property or thing whatsover except other vessels or property on other vessels;

the cargo or other property on, or the engagement of, the insured vessel;

loss of life, personal injury or illness;

pollution or contamination of any real or personal property or thing whatsover (except other vessels with which the insured vessel is in collision or property on such other vessels).

18. SISTERSHIP

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.

19. PROTECTION AND INDEMNITY

a. The Underwriters agree to indemnify the Assured for any sum or sums paid by the Assured to any other person or persons by reason of the Assured becoming legally liable, as Owner of the vessel, for any claim, demand, damages and/or expenses, where such liability is in consequence of any of the following matters or things and arises from an accident or occurrence during the period of this insurance:

loss of or damage to any fixed or movable object or property or other thing or interest whatsover, other than the vessel, arising from any cause whatsover in so far as such loss or damage is not covered by Clause 17;

any attempted or actual raising, removal or destruction of any fixed or movable object or property or other thing, including the wreck of the vessel, or any neglect or failure to raise, remove, or destroy the same;

liability assumed by the Assured under contracts of customary towage for the purpose of entering or leaving port or manoeuvring within the port;

loss of life, personal injury, illness or payments made for life salvage.

b. The Underwriters agree to indemnify the Assured for any of the following arising from an accident

or occurrence during the period of this insurance:

The additional cost of fuel, insurance, wages, stores, provisions and port charges reasonably incurred solely for the purpose of landing from the vessel sick or injured persons or stowaways, refugees, or persons saved at sea;

Additional expenses brought about by the outbreak of infectious disease on board the vessel or ashore;

Fines imposed on the vessel, on the Assured, or on any Master Officer crew member or agent of the vessel who is reimbursed by the Assured, for any act or neglect or breach of any statue or regulation relating to the operation of the vessel, provided that the Underwriters shall not be liable to indemnify the Assured for any fines which result from any act neglect failure or default of the Assured their agents or servants other than Master Officer or crew member;

The expenses of the removal of the wreck of the vessel from any place owned, leased or occupied by the Assured;

Legal costs incurred by the Assured, or which the Assured may be compelled to pay, in avoiding, minimising or contesting liability with the prior written consent of the Underwriters.

Exclusions

c. Notwithstanding the provisions of Clauses 19.1 and 19.2 this Clause 19 does not cover any liability cost or expense arising in respect of:

Any direct or indirect payment of the Assured under workmen's compensation or employers' liability acts and any other statutory or common law, general maritime law or other liability whatsover in respect of accidents to or illness of workmen or any other persons employed in any capacity whatsover by the Assured or others in on or about or in connection with the vessel or her cargo materials or repairs;

Liability assumed by the Assured under agreement expressed or implied in respect of death or illness of or injury to any person employed under a contract of service or apprenticeship by the other party to such agreement;

Punitive or exemplary damages, however described;

Cargo or other property carried, to be carried or which has been carried on board the vessel but this Clause 19.3.4 shall not exclude any claim in respect of the extra cost of removing cargo from the wreck of the vessel;

Loss of or damage to property, owned by builders or repairers or for which they are responsible, which is on board the vessel;

Liability arising under a contract or indemnity in respect of containers, equipment, fuel or other property on board the vessel and which is owned or leased by the Assured;

Cash, negotiable instruments, precious metals or stones, valuables or objects of rare or precious nature, belonging to persons on board the vessel, or non-essential personal effects of any Master, Officer or crew member;

Fuel, insurance, wages, stores, provisions and port charges arising from delay to the vessel while awaiting a substitute for any Master, Officer or crew member;

Fines or penalties arising from overloading or illegal fishing;

Pollution or contamination of any real or personal property or thing whatsover.

d. The indemnity provided by this Clause 19 shall be in addition to the indemnity provided by the other terms and conditions of this insurance.

e. Where the Assured of the Underwriters may or could have limited their liability the indemnity

under this Clause 19 in respect of such liability shall not exceed Underwriters' proportionate part of the amount of such limitation.

f. In no case shall the Underwriters' liability under this Clause 19 in respect of each separate accident or occurrence of series of accidents arising out of the same event, exceed their proportionate part of the insured value of the vessel.

g. PROVIDED ALWAYS THAT:

prompt notice must be given to the Underwriters of every casualty event or claim upon the Assured which may give rise to a claim under this Clause 19 and of every event or matter which may cause the Assured to incur liability costs or expense for which he may be insured under this Clause 19;

The Assured shall not admit liability for or settle any claim for which he may be insured under this Clause 19 without the prior written consent of the Underwriters.

20. DUTY OF ASSURED (SUE AND LABOUR)

a. 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.

b. Subject to the provisions below and to Clause 10 the Underwriters will contribute to charge properly and reasonably incurred by the Assured their servants or agents for such measures. General average, salvage charges (except as provided for in Clause 20.4) collision defence or attack costs and costs incurred by the Assured in avoiding, minimising or contesting liability covered by Clause 19 are not recoverable under this Clause 20.

c. 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.

d. When a claim for total loss of the subject-matter insured is admitted under this insurance and expenses have been reasonably incurred in saving or attempting to save the subject-matter insured 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 proceed, as the case nay be, as may reasonably be regarded as having been incurred in respect of the subject-matter insured.

e. The sum recoverable under this Clause 20 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.

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

21. WAR EXCLUSION

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

a. War civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

b. Capture seizure arrest restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat;

c. Derelict mines torpedoes bombs or other derelict weapons of war.

22. STRIKES EXCLUSION

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

a. Strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

b. Any terrorist or any person acting from a political motive.

23. MALICIOUS ACTS EXCLUSION

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

a. The detonation of an explosive

b. Any weapon of war

And caused by any person acting maliciously or from a political motive.

24. NUCLEAR EXCLUSION

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

c. 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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