

2133-001

FORM MA 942



U.S. Department of Transportation  
Maritime Administration

<b>INTERIM BINDER OF INSURANCE</b>	<b>BINDER NO. WR-</b>	OMB Control No. 2133-0011 Public reporting burden of this collection of information is estimated to average 95 minutes per response. Send comments regarding this burden estimate or any other aspect of this information collection to the Maritime Administration, Office of Management Services, 400 Seventh Street, S.W., Room 7301, Washington, DC 20590.
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The United States of America, represented by the Maritime Administrator, acting for the Secretary of Transportation, in consideration of \$\_\_\_\_\_ received as the binding fee, and premium as provided for hereinafter, hereby insures, in accordance with applicable provisions of law and subject to all limitations thereof, particularly Title XII of Merchant Marine Act, 1936, as amended, against:

- War Risks Hull
- War Risk Disbursements Endorsements
- War Risk Protection and Indemnity Liabilities
- Second Seamen's War Risk Liabilities, subject to the terms, conditions, warranties and representations stated herein or incorporated by reference:

((A) Owner; (B) Charterer; (C) Mortgagee; (D) Other)

Assured(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Loss, if any, payable to (See Appendix A for Hull and Protection & Indemnity) or order	Vessel(s) (See Appendix B)
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**War Risk Hull:** Sum insured, as listed for each vessel in Appendix B, but in the event of damage to or actual or constructive total loss of a vessel listed in Appendix B, the insured value will be not in excess of \$\_\_\_\_\_ which is the stated valuation of the vessel determined by the Secretary of Transportation in accordance with section 1209(a), Title XII of Merchant Marine Act, 1936, as amended. This insurance does not cover loss of disbursements as a consequence of the actual or constructive total loss of said vessel, but such insurance is available by endorsement as additional coverage. It is understood that, with respect to damage to or actual or constructive total loss of any vessel in Appendix B, this insurance for such vessel shall not exceed the "sum insured" or the "stated valuation" whichever is the lesser amount.

*\*If this valuation is not inserted when the binder is issued, it will be published in the Federal Register pursuant to 46 CFR 309, as amended from time to time.*

**War Risk Protection and Indemnity:** Sum insured, as listed for each vessel in Appendix B, but not exceeding \$750 per gross ton of the insured vessel.

**Second Seamen's War Risk:** If applicable, loss, if any, payable in accordance with, and the sums insured are the amounts specified in, the applicable provisions of the Second Seamen's War Risk Policy (1955), or as modified by shipping articles, collective bargaining agreements or other applicable employment agreements which are in effect as of the date of a casualty involving the subject vessel. If Second Seamen's coverage is provided herein, then upon the attachment of this binder, the number of crew members and modified benefits payable as of that date shall be declared immediately to the Underwriting Agent. Any subsequent changes shall be likewise declared and additional premium paid, if required.

Attaching automatically (a) upon and simultaneously with the outbreak of war, (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom, France, the Union of Soviet Socialist Republics, or the People's Republic of China; or (b) upon and simultaneously with the occurrence of any hostile detonation of any nuclear weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the vessel may be involved.

Terminating thirty (30) days after attachment.

Assured to have privilege of deferring attachment by giving written or telegraphic notice to the Underwriting Agent prior to attachment of risk.

This binder shall automatically expire at midnight, June 30, 2000, G.M.T., unless insurance hereunder has attached prior to that date.

Warranties, terms, and conditions: warranted free from any claim for loss, damage or expense covered under any commercial policy in effect for the benefit of the assured.

Warranted free from any claim for loss, damage or expense which is or could be covered by a commercial war risk policy containing the American Institute Hull War Risks and Strikes Clauses (including Automatic Termination and Cancellation Provisions) for attachment to American Institute Hull Clauses, December 1, 1977.

Warranted, as to a vessel in any eligible category of the application, that at all times during the binder period or any period of insurance attaching hereunder, the vessel will comply with Department of Commerce/Transportation Orders T-1 and T-2 (44 CFR Parts 401, 402, and 403) or any modification thereof so long as they remain in force.

Warranted, as to a vessel in any eligible category of the application, that at all times during the binder period or any period of insurance attaching thereunder, the vessel, by action of its owner or master, will comply with the requirements of the United States vessel position reporting system as prescribed in 46 CFR 308.2(c).

Warranted, as to a vessel in any eligible category of the application, that, without prior approval of the Maritime Administration, the vessel will not, at any time during the binder period or any period of insurance attaching hereunder, be chartered for a period of longer than six (6) months, or for a voyage or voyages the duration of which will probably exceed six (6) months, to any person not a citizen of the United States, nor be chartered to such a non-citizen under a demise or bareboat form of charter, nor be chartered to such a non-citizen for the carriage of cargoes of any kind to or from any of the countries listed in 46 CFR 221.7 or any modification thereof so long as it remains in force, or for use in the fisheries.

Warranted further, as to a vessel in category (a) of the application, that at and from the date of issuance of the binder and for and during the term of any insurance attaching hereunder, such vessel is eligible within its category, and if at any time during the binder period or after insurance attaches such vessel shall cease to be eligible within its category, the binder and any insurance provided hereunder shall automatically terminate at the time of such change, without return of binding fee or premium, unless the Maritime Administration agrees otherwise; and as to a vessel in category (b)(1) or (b)(2) of the application that such vessel will maintain its eligibility within its applicable category at all times from and after the issuance of this interim binder, and will be made available to the U.S. Government upon request in the event of national emergency, pursuant to the terms of the Contract of Commitment executed by the assured; and as to a vessel in category (c) of the application that at all times such vessel will remain in the approved service which the Maritime Administrator found to be in the interest of the national economy or the national defense of the United States; and in the event of the breach of any warranty contained in this paragraph, such binder and any insurance attaching thereunder, shall automatically terminate at the time of such breach, without return of binding fee or premium, unless the Maritime Administration agrees otherwise.

There shall be deemed to be incorporated herein (a) any other warranties of the applicant (express or implied) and all representations and agreements which are made a part of the application, and (b) all of the terms, conditions and warranties contained in the war risk hull insurance policy, and disbursement endorsements, war risk protection and indemnity insurance policy, and Second Seamen's War Risk Policy (1955) respectively, set forth in 46 CFR 308.107, 308.207 and 308.306, as applicable. To the extent there is inconsistency between the terms of any of the applicable war risk policies and terms of this binder including the warranties, agreements and representations of the applicant, the terms of the binder together with the warranties, agreements and representations of applicant shall prevail.

**PREMIUM:** Rate to be fixed promptly after the happening of the event causing the "American Institute Hull War Risks and Strikes Clauses (including Automatic Termination and Cancellation Provisions) for attachment to American Institute Hull Clauses, December 1, 1977" of any war risk policies to become operative and the premium shall be payable within ten days after receipt of notice of the amount thereof by the assured. Premium shall be paid to the Underwriting Agent that issued the binders by check payable to the order of "Maritime Adm.-Transportation."

Privilege is granted to effect, on an excess basis, additional war risk hull insurance, or additional war risk protection and indemnity insurance, which insurance shall not inure to the benefit of the Maritime Administrator, as underwriter.

**CLAIMS:** Casualties arising after attachment of war risk hull insurance, with or without war risk disbursements endorsement, hereunder shall be reported promptly to the Underwriting Agent and all claim documents shall be likewise filed with such Underwriting Agent, but payment of the amounts due in settlement of claims will be made by the Maritime Administrator. Casualties arising after the attachment of war risk protection and indemnity insurance or second seamen's war risk insurance hereunder shall be reported promptly to the Attention: Director, Office of Subsidy and Insurance, Maritime Administration, Washington, D.C. 20590, and all claim documents shall likewise be filed with such office.