



# Charterers Terms & Conditions 2021



UK P&I CLUB  
IS MANAGED  
BY **THOMAS  
MILLER**

In dedication of all seafarers who served during the COVID-19 pandemic as well as supporting the Mission to Seafarers Flying Angels programme.



# Emergency & Out of hours contact

If you need emergency assistance out of office hours and at weekends please call one of the following numbers to speak to an experienced duty claims executive, available 24 hours a day:

## **Europe, Middle East or Africa**

+44 7768 143 884 or  
+30 6946 68 54 91

## **Far East and Australasia**

+852 9195 5459

## **Japan**

+81 70 2493 8785

## **North and South America**

+1 201 315 1755

To enable the swiftest response to an incident, Members are recommended to call the number which is closest to the time zone in which the incident has occurred.

For non-emergency assistance out of office hours, please advise your usual contact  
<https://www.ukpandi.com/contact/emergency-contacts/>

## **Correspondent App**

Essential contact details for our Correspondent network are available in a new app. The app works offline and lists the latest contact details for all our correspondents. The app is available on iPhone, Android or Blackberry. More information on the app is available at [www.ukpandi.com](http://www.ukpandi.com).

## CHARTERERS TERMS AND CONDITIONS

### Table of Contents

<b>Foreward</b>	5
<b>Clause 1</b>	6
<b>Introductory</b>	6
<b>Clause 2</b>	7
<b>Standard Covers</b>	7
<b>Section 1</b> Damage to hull	7
<b>Section 2</b> Liability to persons	8
<b>Section 3</b> Diversion expenses	9
<b>Section 4</b> Stowaways and refugees	9
<b>Section 5</b> Life salvage	10
<b>Section 6</b> Collision and contact	10
<b>Section 7</b> Loss or damage to property	10
<b>Section 8</b> Pollution risks	10
<b>Section 9</b> Liability arising out of towage of or by an entered ship	11
<b>Section 10</b> Liability arising under certain indemnities and contracts	11
<b>Section 11</b> Wreck liabilities	12
<b>Section 12</b> Obstruction liabilities	12
<b>Section 13</b> Quarantine expenses	12
<b>Section 14</b> Cargo liabilities	12
<b>Section 15</b> General average and salvage	16
<b>Section 16</b> Fines	17
<b>Section 17</b> Enquiry expenses	17
<b>Section 18</b> Expenses incidental to the operation of ships	18
<b>Section 19</b> Sue and labour and legal costs	18
<b>Section 20</b> Expenses incurred by direction of the Club	18

## Table of Contents

<b>Clause 3 Special risks cover</b>	19
<b>Clause 4 Additional Insurances</b>	21
<b>Clause 5 Conditions, Exceptions and Limitations</b>	22
A. Payment first by the Assured	22
B. Limitation of the Club's liability	22
C. Deductibles	22
D. Set-off	22
E. Exclusion of war risks	22
F. Exclusion of nuclear risks	23
G. Exclusion of loss of hire, freight, demurrage, etc.	24
H. Exclusion of certain operations	24
I. Double insurance	25
J. Contraband, blockade running, unlawful trade, imprudent or hazardous operations	25
K. Classification, insurance and statutory requirements	25
L. Marine Insurance Act 1906 and Insurance Act 2015	26
M. Obligation to sue and labour	27
N. Obligations with regard to claims	27
O. Time bar	28
P. Recoveries, savings, preserving rights of limitation and recourse	28
Q. Survey and audit	28
R. Electronic communication	29
S. Interest	29
T. Sanctions risks	29
U. Regulations by the Club	30
V. Contractual liabilities	30
W. Precious objects	30
X. Marine Cyber Endorsement LMA5403	31
Y. Coronavirus Exclusion Clause LMA5395	31

## Table of Contents

<b>Clause 6 Assureds and Successors Bound by Terms &amp; Conditions</b>	32
<b>Clause 7 Applications for Insurance</b>	33
<b>Clause 8 Premium, Payment and Premium Tax</b>	34
<b>Clause 9 Co-Assureds</b>	34
<b>Clause 10 Certificate of Entry and Endorsement Slip</b>	36
<b>Clause 11 Reinsurance</b>	37
<b>Clause 12 Membership</b>	38
<b>Clause 13 Assignment</b>	39
<b>Clause 14 Period of Insurance</b>	40
<b>Clause 15 Amendments of the Terms &amp; Conditions</b>	41
<b>Clause 16 Notice of Termination</b>	42
<b>Clause 17 Termination and its Effects</b>	43
<b>Clause 18 Cesser of Insurance and its Effects</b>	44
<b>Clause 19 Cancellation of Insurance and its Effects</b>	46
<b>Clause 20 Sums Due to the Club for the Purpose of Application of the Terms &amp; Conditions on Cancellation</b>	48
<b>Clause 21 Claims</b>	49
<b>Clause 22 Powers of the Managers Relating to the Handling and Settlement of Claims</b>	50
<b>Clause 23 Forbearance and Reimbursement</b>	51
<b>Clause 24 Disputes</b>	52
<b>Clause 25 Notices</b>	54
<b>Clause 26 Law of Contract</b>	55
<b>Clause 27 Delegation</b>	56
<b>Clause 28 Definitions</b>	57
<b>Index</b>	61

## Table of Contents

<b>Appendix I</b>	68
<b>Additional Insurances (Pursuant to Clause 4)</b>	68
Extended Cargo Cover	68
Passengers Extension Cover	68
Contractual Extension Cover	68
Charterers' Liability for Detention of the entered ship	69
Loss of, or Damage to, Charterers' Bunkers	70
Cargo Owner/Trader Extension Cover (in respect of cargo carried on an entered ship)	71
Cargo Owner/Trader Extension Cover (in respect of cargo carried on an entered ship – pollution liability only)	72
Cargo Owner/Trader Extension Cover (in respect of cargo carried (i) on an entered ship, (ii) on a non-entered ship)	74
Cargo Owner/Trader Extension Cover (in respect of (i) cargo carried on an entered ship, (ii) cargo carried on a non-entered ship, or (iii) cargo off ship)	75
Extension of Cover to NVOCC	77
<b>Appendix II Additional Insurances - Offshore (Pursuant to Clause 4)</b>	79
<b>Appendix III Regulations (pursuant to Clause 5U)</b>	80

### Foreward

(Effective from noon Greenwich Mean Time on 20th February, 2021 to noon Greenwich Mean Time on 20th February 2022).

The UK P&I Club is a mutual protection and indemnity association, which operates through The United Kingdom Mutual Steam Ship Assurance Association Limited and UK P&I Club N.V.

These Terms & Conditions were adopted in accordance with the powers conferred by the Articles and are Charterers' Terms & Conditions of The United Kingdom Mutual Steam Ship Assurance Association Limited and of UK P&I Club N.V, respectively.

For the avoidance of doubt for the purpose of Clause 12 no contract of insurance or reinsurance with The United Kingdom Mutual Steam Ship Assurance Association Limited or UK P&I Club N.V. shall entitle any person to be or become a member of UK P&I Club N.V.

The notes to the Terms & Conditions are for guidance only and do not form part of the Terms & Conditions.

# Clause 1

## Introductory

1. The standard cover afforded by the Club to an Assured who has entered a ship in the Club in his capacity as Charterer is set out in Clause 2. The terms for special risks and additional insurances are set out in Clauses 3 & 4 of these Terms & Conditions.
2. Unless otherwise expressly agreed between the Assured and the Managers, the risks specified in Clauses 2, 3 & 4 are always subject to the warranties, conditions, exceptions, limitations and other terms set out in Clause 5, and in the remainder of these Terms & Conditions.
3. The cover set out in these Terms & Conditions may be excluded, limited, modified, added to or otherwise altered by any special terms which have been agreed in writing between an Assured and the Managers.
4. An Assured is insured against loss, damage, liability or expense incurred by him in respect of risks set out in Clauses 2, 3 & 4, as agreed in writing between the Assured and the Managers, arising:
  - i) out of events occurring during the period of entry of a ship in the Club; and
  - ii) in respect of the Assured's interest in the entered ship; and
  - iii) in direct connection with the operation of the entered ship by or on behalf of the Assured.
5. The cover provided by the Club as set out in these Terms & Conditions is solely for the benefit of the Assured, any co-assured, other insurer, or permitted assign, to the extent allowed by Clauses 9, 11 and 13. It is not intended that rights should be acquired by any third party through the operation of the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom or similar legislation.
6. Unless otherwise agreed in writing between the Assured and the Managers, the insurance afforded in these Terms & Conditions applies only where the Assured has chartered the entered ship under a form of charterparty or other contract approved in writing by the Club.
7. The Managers shall determine whether claims shall be deemed to have arisen out of one or more events and when such events shall be deemed to have occurred.
8. The maximum liability of the Club under the Terms & Conditions is limited in accordance with deductibles and limits set out in the entered ship's certificate of entry and/or the endorsement slip.



## Standard Covers

Unless otherwise agreed between an Assured and the Managers in writing, this insurance covers the Assured's liability in respect of risks set out in Sections 1 to 20 below, including his liability to indemnify the Owner in respect of such risks, to the extent that they arise out of operations or activities ordinarily carried on by, or ordinarily at, the risk and responsibility of, a Charterer.

### Section 1

#### Damage to hull

1. Liability to the Owner incurred by the Assured for:
  - A. Physical loss of or damage to the entered ship.
  - B. Demurrage, loss of use or hire of the entered ship or any similar financial loss, in each case arising as a direct consequence of physical loss of or damage to the entered ship
  - C. Removal and replacement of bunkers  
Extraordinary costs and expenses reasonably and necessarily incurred by the Assured in order to avoid or minimise the Assured's liability for physical damage to the entered ship, as set out below:
    - a) to remove the bunkers (including any fuel oil and/or lubricating oil) from the entered ship and/or to replace the bunkers so removed with new and sound bunkers, save that there shall be no recovery for the economic value of the bunkers so removed and/or the new and sound bunkers so supplied;
    - b) to clean the entered ship's engines, tanks, pipelines and/or other similar affected areas; and
    - c) to lawfully dispose of removed bunkers from the entered ship as well as substances resulting from the cleaning of the entered ship's engines, tanks pipelines and/or other similar affected areas.
  
2. For the purposes of Clause 2 Section 1, the expression "entered ship" shall be deemed to include any equipment, stores, fuel, lubricants, containers and any other unit load devices and any other property on board that ship except if and to the extent that the same are owned or leased by the Assured, or by any co-assured.

## Clause 2 (continued)

### Section 2

#### Liability to persons

##### **A. Liability to persons other than seamen and passengers**

Liability to pay damages or compensation for personal injury, illness or death of any person (other than a seaman or a passenger specified in paragraphs B and C of this Section 2) and hospital, medical or funeral expenses incurred in relation to such injury, illness or death,

PROVIDED ALWAYS that where the liability is in respect of a person on another ship, and arises out of a collision between that ship and the entered ship, that liability is not covered under this Section, but may be covered under and in accordance with Section 6 of this Clause.

##### **B. Liability to seamen**

Liability to pay damages or compensation for personal injury, illness or death of any seaman, including expenses of repatriating the seaman and sending abroad a substitute to replace him and hospital, medical or funeral expenses incurred in relation to such injury, illness or death.

##### **C. Liability to passengers**

Liability to pay damages or compensation:

- i. for personal injury, illness or death of any passenger and hospital, medical or funeral expenses incurred in relation to such injury, illness or death;
- ii. to passengers on board an entered ship arising as a consequence of a casualty to that ship while they are on board, including the cost of forwarding passengers to destination, returning passengers to port of embarkation and of maintenance of passengers ashore;
- iii. for loss of or damage to the effects of any passenger.

PROVIDED ALWAYS that:

- a) the terms of the passage ticket or other document between the passenger and the Assured have been approved by the Managers in writing and cover for the liabilities set out in this paragraph C has been agreed between the Assured and the Managers on such terms as the Managers may require;
- b) there shall be no recovery from the Club under this paragraph C in respect of liabilities for personal injury or death, or loss of or damage to property, delay or any other consequential loss sustained by any passenger by reason of carriage by air, except where such liability occurs either:
  - i. during repatriation by air of injured or sick passengers or of passengers following a casualty to the entered ship; or
  - ii. subject always to proviso (c) of this paragraph C, during an excursion from the entered ship;
- c) there shall be no recovery from the Club under this paragraph C in respect of liability of an Assured, incurred under a contract,

- for death or injury to a passenger whilst on an excursion from the entered ship in circumstances where either:
- i. that contract has been separately entered into by the passenger for the excursion, whether or not with the Assured, or
  - ii. the Assured has waived any or all of his rights of recourse against any sub-contractor or other third party in respect of the excursion;
- d) unless and to the extent that the Assured has obtained appropriate separate cover by agreement in writing with the Managers, there shall be no recovery from the Club in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature; and
- e) for the purpose of this paragraph C, 'casualty' means an incident involving either:
- i. collision, stranding, explosion, fire, or any other cause affecting the physical condition of the entered ship so as to render it incapable of safe navigation to its intended destination; or
  - ii. a threat to the life, health or safety of passengers in general.

**D. Loss of and damage to the effects of seamen and others on board**

Liability to pay damages or compensation for loss of effects of a seaman or any other person on board (other than a passenger specified in paragraph C of this Section 2),

PROVIDED ALWAYS that unless and to the extent that the Assured has obtained appropriate special cover by agreement with the Managers in writing, there shall be no recovery from the Club in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.

**Section 3**

**Diversion expenses**

Liability for expenses of diversion of an entered ship for fuel, insurance costs, wages, stores, provisions and port charges where and to the extent that those expenses are over and above such expenses as would have been incurred but for the diversion and are incurred solely for the purpose of securing treatment for an injured or sick person or while awaiting a substitute for such person or for the purpose of landing stowaways or refugees, or persons saved at sea, provided that that the Assured is legally liable for the expenses or they are incurred with the agreement in writing of the Managers.

**Section 4**

**Stowaways and refugees**

Expenses, other than those covered under Section 3 of this Clause, incurred by the Assured in discharging his obligations towards or making necessary

## Clause 2 (continued)

arrangements for stowaways or refugees, but only if and to the extent that the Assured is legally liable for the expenses or they are incurred with the agreement in writing of the Managers.

### Section 5

#### Life salvage

Sums legally due to third parties by reason of the fact that they have saved or attempted to save the life of any person on or from an entered ship but only if and to the extent that the Assured is legally liable to pay and such sums are not recoverable from cargo owners or underwriters.

### Section 6

#### Collision and contact

Liability for loss of or damage to another ship or cargo or other property on the other ship arising out of a collision between the entered ship and the other ship, or to a fixed or floating object arising out of contact between the entered ship and the object.

### Section 7

#### Loss or damage to property

Liability to pay damages or compensation for physical loss of or damage to any property which is not specified elsewhere in these Terms & Conditions and which is not owned or leased by the Assured or by any co-assured.

### Section 8

#### Pollution risks

Liability for losses, damages, costs and expenses set out in paragraphs (A) to (D) below when and to the extent that they are caused by or incurred in consequence of the discharge or escape from an entered ship of oil or any other substance, or of the threat of such discharge or escape:

- A. Loss, damage or contamination;
- B. Costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken, subject to the prior approval in writing of the Managers;
- C. Costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority, for the purpose of preventing or reducing pollution or the risk of pollution;
- D. Costs or liabilities incurred as a result of pollution damage to the Assured's own property, subject to the prior approval of the Managers, PROVIDED ALWAYS that:
  - a) there shall be no recovery in respect of any liability, loss, damage, cost or expense arising as a consequence of the presence in, or the escape or discharge or threat of escape or discharge from, any land-based dump, storage or disposal facility, of any substance previously carried

on the entered ship, whether or not as cargo, fuel, stores or waste, except to the extent that the Club in its discretion, and without having to give any reasons for its decision, otherwise determines.

- b) unless and to the extent that separate cover has been agreed in writing by the Managers, the Club shall not reimburse any liability, loss, cost or expense which would have been recoverable in general average if the cargo on board the entered ship had been carried on terms of the York-Antwerp Rules or similar.
- c) unless and to the extent that separate cover has been agreed in writing by the Managers, the Club shall not reimburse any liability, loss, cost or expense incurred by the Assured in his capacity as cargo owner.

## **Section 9**

### **Liability arising out of towage of or by an entered ship**

#### **A. Customary towage of an entered ship**

Liability, other than for the cost of the contracted services, arising out of, or under the terms of a contract for the customary towage of an entered ship, that is to say:

- i. towage for the purpose of entering or leaving port or manoeuvring within the port during the ordinary course of trading, or
- ii. towage of an entered ship as is habitually towed in the ordinary course of trading from port to port or from place to place.

#### **B. Towage of an entered ship other than customary towage**

Liability arising out of, or under the terms of a contract for, towage of an entered ship other than the customary towage covered under paragraph (A) of this Section but only if and to the extent that cover for such liability has been agreed in writing with the Managers upon such terms as the Managers may require.

#### **C. Towage by an entered ship**

Liability arising out of the towage of another ship or object by an entered ship but only if and to the extent that cover for such liability has been agreed in writing with the Managers upon such terms as the Managers may require.

## **Section 10**

### **Liability arising under certain indemnities and contracts**

Liability, in respect of risks set out in this Clause 2, arising under the terms of an indemnity or contract, other than a charterparty, given or made by or on behalf of the Assured relating to facilities or services provided by, or provided to, or in connection with, an entered ship, but only if and to the extent that such liability arises:

- i. out of any act or omission for which the Assured would be liable under applicable law; or

## Clause 2 (continued)

- ii. under a knock for knock provision; or
- iii. on any other basis agreed in writing by the Managers.

### Section 11

#### Wreck liabilities

- A. Liability for costs or expenses relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Assured.
- B. Liability for costs or expenses relating to the raising, removal or destruction of any property being carried or having been carried on an entered ship, not being oil or any other substance within the scope of Section 8 of this Clause, when such raising, removal or destruction is compulsory by law or the costs thereof are legally recoverable from the Assured,

PROVIDED ALWAYS that:

- a) the entered ship became a wreck as the result of a casualty or event occurring during the period of that ship's entry in the Club;
- b) the Assured has used best efforts to have the wreck removed by the Owner or its underwriters;
- c) in respect of a claim under paragraph (A) and (B) of this Section, the value of all stores, fuels, and materials saved, shall first be deducted from such costs or expenses and only the balance thereof, if any, shall be recoverable from the Club.

### Section 12

#### Obstruction liabilities

Liability to Owners arising out of the entered ship causing an obstruction as a result of a casualty.

### Section 13

#### Quarantine expenses

Liabilities for additional expenses incurred as a direct consequence of an outbreak of infectious disease on the entered ship, including quarantine and disinfection expenses and the extra costs (over and above such expenses as would have been incurred but for the outbreak) in respect of the cost of fuel and port charges.

### Section 14

#### Cargo liabilities

Liabilities and costs set out in paragraphs (A) to (D) below when and to the extent that they relate to cargo intended to be or being or having been carried in an entered ship:

#### **A Loss, shortage, damage or other responsibility**

Liability for loss, shortage, damage or other responsibility arising out of any breach by the Assured, or by any person for whose acts, neglect

or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo or out of unseaworthiness or unfitness of the entered ship.

**B Disposing of damaged cargo or sound cargo from a damaged ship**

The additional costs (over and above those which would have been incurred by him if the cargo or the entered ship had not been damaged) incurred by the Assured in discharging or disposing of damaged cargo or sound cargo following damage to an entered ship, but only if and to the extent that the Assured has no recourse to recover those costs from any other party.

**C Failure of consignee to remove cargo**

The liabilities and additional costs (over and above the costs which would have been incurred by him if the cargo had been collected or removed) incurred by an Assured solely by reason of the total failure of a consignee to collect or remove cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the cargo and the Assured has no recourse to recover those liabilities or costs from any other party.

**D Through or transshipment bills of lading**

Liability for loss, shortage, damage or other responsibility to cargo carried by a means of transport other than the entered ship, when the liability arises under a through or transshipment bill of lading, or other form of contract, agreed in writing by the Managers, providing for carriage partly to be performed by the entered ship, provided that the Assured has contracted on terms that seek to preserve rights of recourse against others involved in the performance of the contract of carriage.

*Note: For the purpose of this paragraph D, a contract is deemed to be approved if it incorporates the ICC Rules or the internationally accepted conventions such as CMR 1956 (Convention relative au Contrat de transport international de Marchandises par Route), CIM 1980 (Les règles uniformes concernant le Contrat de transport International ferroviaire de Marchandises), or the Warsaw Convention 1929 or 1955, as appropriate.*

PROVIDED ALWAYS that:

**a) Standard Terms of Contracts of Carriage**

Unless and to the extent that the Club in its discretion otherwise decides, or separate cover has been agreed in writing by the Managers, there shall be no recovery from the Club in respect of liabilities which would not have been incurred or sums which would not have been

## Clause 2 (continued)

payable by the Assured if the cargo (including cargo on deck) had been carried under a contract incorporating terms no less favorable to the Assured than the Club's recommended standard terms of carriage which shall be the Hague Visby Rules or such other rules which are of mandatory application or such other conventions as the Club may from time to time determine.

### **b) Deviation**

Unless and to the extent that the Club in its discretion otherwise decides, or cover has been confirmed in writing by the Managers prior to the deviation, there shall be no recovery from the Club in respect of liabilities, costs and expenses which arise out of or which are incurred as a consequence of a deviation, in the sense of a departure from the contractually agreed voyage or adventure which deprives the Assured of the right to rely on defences or rights of limitation which would otherwise have been available to him on the basis of the standard terms of carriage referred to in proviso (a) above to reduce or eliminate his liability.

### **c) Claims payable only at the discretion of the Club**

Unless and to the extent that the Club in its discretion otherwise decides there shall be no recovery from the Club in respect of liabilities, costs or expenses arising out of:

- i. discharge of cargo at a port or place other than the port or place provided in the contract of carriage;
- ii. delivery of cargo carried under a non-negotiable bill of lading, waybill or similar document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the Assured is required by any other law to which the carrier is subject to deliver, or relinquish custody or control of, the cargo, without production of such document;
- iii. delivery of cargo carried under a negotiable bill of lading or similar document of title without production of that bill of lading or document by the person to whom delivery is made, except where cargo has been carried on the entered ship under the terms of a non-negotiable bill of lading, waybill or other non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the Assured of that entered ship may be liable under the terms of a negotiable bill of lading or other similar document of title issued by or on behalf of a party other than that Assured providing for carriage partly by a means of transport other than the entered ship;
- iv. the issue of an ante-dated or post-dated bill of lading, waybill or other document containing or evidencing the contract of carriage,



recording the loading or shipment or receipt for shipment on a date prior or subsequent to the date on which the cargo was in fact loaded, shipped or received as the case may be;

- v. a bill of lading, waybill or other document containing or evidencing the contract of carriage, issued with the knowledge of the Assured or his agent with an incorrect description of the cargo or its quantity or its condition;
- vi. either the failure to arrive or late arrival of the entered ship at a port of loading, or the failure to load any particular cargo or cargoes in an entered ship other than liabilities, loss and expenses arising under a bill of lading already issued.

**d) Ad Valorem Bills of Lading**

Unless and to the extent that separate cover has been agreed in writing by the Managers, the Club shall not pay for liability arising from carriage under an ad valorem bill of lading or other document of title, waybill or other contract of carriage in which a value of more than US\$2,500 (or the equivalent in any other currency) is declared and/or inserted by reference to a unit, piece, package or otherwise, where the effect of such a declaration/ insertion is to deprive the carrier of any right or rights of limitation to which he would otherwise have been entitled and cause him to incur a greater liability than he would have done but for such declaration/insertion, to the extent that such liability thereby exceeds US\$2,500 (or the equivalent in any other currency) in respect of any such unit piece or package.

**e) Rare and valuable cargo**

Unless and to the extent that the Managers have been notified prior to any such carriage, and any directions made by the Managers have been complied with, there shall be no recovery from the Club in respect of claims relating to the carriage of specie, bullion, precious or rare metals or stone, plate or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments.

**f) Charterer-owned cargo**

Unless otherwise agreed in writing by the Managers, the Club shall not be liable for liabilities, losses, costs and expenses as set out in Clause 2, Sections 14 and 15, in respect of cargo owned by the Assured or a co-assured or any person affiliated to or associated with the Assured or the co-assured when:

- a) such person has a proprietary interest in the cargo as buyer, seller, or holder of the bill of lading or
- b) has had such an interest and it is determined by the Club in its discretion that the liabilities are the result of

## Clause 2 (continued)

- i. damage to or loss or reduction in the value of the cargo arising out of the condition, quality or specification of the cargo existing prior to the cargo being received for shipment for the expected voyage, or any change to or deterioration in the condition or quality caused other than by its carriage, or which was the result of any treatment or processing, including blending, of the cargo other than such treatment necessary solely for its safe carriage; or
- ii. general monetary loss caused other than by failure properly to carry the cargo.

### **g) Electronic Trading Systems**

There shall be no recovery from the Club in respect of liabilities, losses, costs and expenses arising from the use of any electronic trading system, other than an electronic trading system approved by the Club in writing, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Club in its discretion otherwise determines) have arisen under a paper trading system.

## **Section 15**

### **General Average and Salvage**

#### **A. General average and salvage**

Liability to Owners for the ship's proportion of general average, special charges or salvage as stated in the general average adjustment or as determined by a court, competent tribunal or independent adjudicator appointed by the Managers or as otherwise agreed.

#### **B. Unrecoverable general average contributions**

The proportion of general average, special charges or salvage which an Assured may be entitled to claim from cargo or from some other party to the marine adventure and which is not legally recoverable solely by reason of a breach of the contract of carriage by the Assured, PROVIDED ALWAYS that:

Proviso (a) (Standard terms of carriage), Proviso (b) (Deviation) and Proviso (c) (Claims payable only at the discretion of the Club) of Section 14 of this Clause shall apply to any claim under this Section.

#### **C. Assured's proportion of general average**

Liability for the proportion of general average, special charges or salvage in respect of the Assured's interest in property (other than cargo) and or bunkers owned by the Assured, hire or freight, provided that such liability is not covered by any other insurance.

## **Section 16**

### Fines

- A Liabilities for fines as set out in paragraphs (B) to (E) below when and to the extent that they are imposed in respect of an entered ship by any court, tribunal or authority and are imposed:
  - i. upon the Assured, or
  - ii. upon any person whom the Assured may be legally liable to reimburse or reasonably reimburses with the approval of the Managers, or
- B Liabilities for fines for short or overlanded or over delivery of cargo, or for failure to comply with regulations relating to declaration of goods or to documentation of the entered ship in respect of her cargo (other than fines or penalties arising from the smuggling of goods or cargo or any attempt thereat);
- C [not used]
- D Liabilities for fines for contravention of any law or regulation relating to immigration;
- E Liabilities for fines in respect of an accidental discharge or escape of oil or other substance, or the threat thereof;
- F Liabilities for any fine to the extent that
  - i. the Assured has satisfied the Club that he took such steps as appear to the Club to be reasonable to avoid the event giving rise to such fine and
  - ii. the Club in its discretion and without having to give any reasons for its decision, decides that the Assured should recover.

#### PROVIDED ALWAYS that:

there shall be no recovery from the Club in respect of any fines arising out of

- i) overloading of an entered ship,
- ii) carriage of more passengers than permitted,
- iii) illegal fishing,
- iv) lack of valid or prescribed certificates relevant in the Assured's operation, or
- v) any breach, disregard or contravention of Section 14 Provisos (b), (c) and (g).

## **Section 17**

### Enquiry expenses

Costs and expenses incurred by an Assured in defending himself or in protecting his interests before a formal enquiry into the loss of or into a casualty involving the entered ship but only to the extent and on such conditions as the Club in its discretion may determine.

## Clause 2 *(continued)*

### Section 18

#### Expenses incidental to the operation of ships

Liabilities, costs and expenses incidental to the business of chartering ships incurred by the Assured which in the opinion of the Club fall within the scope of the Club,

PROVIDED ALWAYS that:

- a) There shall be no recovery under this Section in respect of liabilities, costs and expenses, which are expressly excluded by other provisions of these Terms & Conditions;
- b) The Club may authorise payment of claims which are excluded by Rule 5(G) of these Terms & Conditions but only if a majority of three-quarters of the Members' Committee present when the claim is considered so decide;
- c) Any amount claimed under this Section shall be recoverable to such extent only as the Club in its discretion may determine without having to give any reasons for their decision.

### Section 19

#### Sue and labour and legal costs

- A. Extraordinary costs and expenses (other than those set out in paragraph (B) of this Section) reasonably incurred on or after the occurrence of any casualty, event or matter liable to give rise to a claim upon the Club and incurred solely for the purpose of avoiding or minimizing any liability or expenditure against which the Assured is wholly or, by reason of a deductible, partly insured by the Club, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Club in its discretion decides that the Assured should recover from the Club.
- B. Legal costs and expenses relating to any liability or expenditure against which the Assured is wholly, or, by reason of a deductible, partly insured by the Club, but only to the extent that those costs and expenses have been incurred with the agreement of the Managers or to the extent that the Club in its discretion decides that the Assured should recover from the Club.

### Section 20

#### Expenses incurred by direction of the Club

Costs, expenses and loss which an Assured may incur either (i) by reason of a special direction of the Club in cases in which the Club decides that it is in the interests of the Club that the direction be given, or (ii) in the absence of such special direction, as a result of action which he has taken or refrained from taking if the Club in its discretion decides that such action was in the interests of the Club and that the Assured should recover from the Club.

## Special Risks Cover

The special risks cover contained in this Clause 3 shall form part of the Assured's insurance if expressly agreed to by the Managers in writing and incorporated by means of a short form reference in the Assured's certificate of entry and/or endorsement slip.

### 1. Space Charterers/Consortium Extension

This extension covers liabilities of the Assured in respect of risks set out in Clause 2, incurred in his capacity as a space charterer of a ship operating in a consortium as declared arising out of the carriage of cargo ("consortium claim") but only where space is exchanged or shared on a reciprocal basis, and provided always that this extension shall not apply where cover on similar terms in respect of such consortium claim is (or would have been, absent any double insurance clause) given under an Owner's P&I insurance afforded by the Club or by any other insurer.

An exchange or sharing of a space will be on a reciprocal basis if the intention is that the space given and taken are broadly in balance.

### 2. War & Terror Inclusion

Notwithstanding Clause 5(E), cover is hereby restored to include liabilities, costs or expenses which would otherwise be excluded by Clause 5(E). Unless otherwise agreed in writing, such cover shall be subject to all other terms contained in the certificate of entry of the entered ship and shall be provided upon and subject to the following terms and conditions:

- A. Warranted that the entered ship is chartered on terms to the effect that:
  - i. Owner is entitled to refuse to send the entered ship to any port or place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy), and
  - ii. Owner is in any event entitled to insure his interests against such war risks, and
  - iii. Charterer is liable to reimburse the Owner in respect of any war risks premium incurred as a result of the entered ship being ordered to or employed in such port or place.
  
- B. Held covered in the event of breach of this warranty at a premium to be agreed.
  
- C. The Assured to use his best endeavours to ensure that the entered ship is chartered on terms to the effect that "Charterer is under no circumstances whatsoever to be liable for any loss, damage or expense which is or could be covered by war risks insurance available commercially".

### Clause 3 *(continued)*

- D. Subject to the Notice of Cancellation, Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:
1. Cancellation  
This extension of cover may be cancelled by either the Club or the Assured giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agrees however to reinstate cover, if required, at terms to be agreed between the Club and the Assured, prior to the expiry of such notice of cancellation.
  2. Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
    - 2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
    - 2.2 in respect of any ship in the event of such ship being requisitioned either for title or use.
  3. Five Powers War Exclusion  
This extension of cover excludes
    - 3.1 loss damage liability or expense arising from
      - 3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
      - 3.1.2 requisition either for title or use.
- E. This insurance is not subject to the current navigation limitations for Hull War, Piracy, Terrorism and Related Perils, but cover may be cancelled by either the Club or the Assured giving seven days' notice (such cancellation becoming effective on the expiry of seven days from midnight GMT on the day on which Notice of Cancellation is issued by or to the Managers).
- F. However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by or arising from any chemical, biological, bio-chemical or electromagnetic weapon.

## Additional Insurances

- A. Subject to the Articles, the Managers may accept entries of ships on terms which afford cover to an Assured against any special or additional risks not set out in Clause 2. The nature and extent of the risks and the terms of the cover shall be as agreed in writing between the Assured and the Managers.
- B. Notwithstanding Clause 1(4), an Assured may be insured on the special term that the risks insured may arise otherwise than in respect of the entered ship or otherwise than in connection with the operation of chartering the entered ship provided always that this shall have been expressly agreed in writing between the Assured and the Managers.
- C. Without prejudice to the generality of paragraphs A & B of this Clause, an Assured may be insured against such of the risks set out in Appendix I as may be appropriate to his interest in an entered ship or to his operations as a Charterer, but only by special agreement in writing with the Managers and upon such terms and conditions as the Managers may require.

*NOTE: A collection of such insurances can be found in Appendix I and Appendix II.*

## Clause 5

### Conditions, Exceptions and Limitations

#### A. Payment first by the Assured

Unless the Club in its discretion otherwise decides, it is a condition precedent of an Assured's right to recover from the funds of the Club in respect of any liabilities, costs or expenses that he shall first have discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.

#### B. Limitation of the Club's liability

##### i. General

Subject to these Terms & Conditions and to any special terms upon which a ship may be entered, the Club insures the liability of the Assured in respect of an entered ship as this liability may be determined and fixed by law including any laws pertaining to limitation of liability. The Club shall in no circumstances be liable for any sum in excess of such legal liability.

##### ii. Limit

Without prejudice to the generality in paragraph i above, the Club's liability for any and all claims by the Assured, and other co-assureds arising out of any one event shall in no circumstances exceed the amount set out in the certificate of entry, provided always that the limit of the Club's cover under Clause 2, Section 16 (Fines) of these Terms & Conditions shall in no event exceed USD 50 million any one event.

#### C. Deductibles

The certificate of entry for the entered ship and any endorsement thereto will state any special deductibles agreed between the Assured and the Managers as a term of entry with the Club.

#### D. Set-off

Without prejudice to anything elsewhere contained in these Terms & Conditions the Club shall be entitled to set off any amount due from an Assured against any amount due to such Assured from the Club.

#### E. Exclusion of war risks

The Club shall not indemnify an Assured against any liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or on the part of the Assured's servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was caused by:

- i. war, civil war, revolution, rebellion, insurrection or civil strife arising



therefrom, or any hostile act by or against a belligerent power, or any act of terrorism;

- ii. capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- iii. mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war (save for those liabilities, costs or expenses which arise solely by reason of the transport of any such weapons whether on board the entered ship or not), provided always that this exclusion shall not apply to the use of such weapons either as a result of government order or with the written agreement of the Club or the Managers where the reason for such use is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover given by the Club,

PROVIDED ALWAYS that:

- a) in the event of any dispute as to whether or not an act constitutes an act of terrorism, the decision of the Club shall be final.
- b) ransom shall not be recoverable unless and to the extent that the Club in its discretion shall otherwise decide.

*Note: when deciding whether to exercise its discretion, the Club shall consider the merits of each case individually including but not limited to whether the Assured had taken such precautions as appear to the Club to be reasonable to avoid the event that gave rise to the ransom.*

*Note: Notwithstanding Clause 5(E), cover is restored to include liabilities, costs or expenses which would otherwise be excluded by Clause 5(E). The terms & conditions of that cover is contained in Clause 3, Section 2.*

## **F. Exclusion of nuclear risks**

The Club shall not indemnify an Assured against any liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or on the part of the Assured's servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,

PROVIDED ALWAYS that

this exclusion shall not apply to liabilities, losses, costs or expenses arising out of the carriage of "excepted matter" as cargo on an entered ship. For

## Clause 5 *(continued)*

this purpose “excepted matter” consists of certain radio isotopes, used in or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose and such further exceptions as the Club may approve within the scope of the definition of “excepted matter” contained in the Nuclear Installations Act 1965 of the United Kingdom and any regulations made thereunder.

### **G. Exclusion of loss of hire, freight, demurrage, etc.**

Subject to Sections 1, 15 and 18 of Clause 2, the Club shall not pay for:

- i. Loss of or damage to any equipment on board the entered ship or to any containers, lashings, stores or fuel thereon, to the extent that the same are owned or leased by the Assured or by any co-assured;
- ii. Claims by or against the Assured relating to loss of freight or hire of an entered ship unless such loss of freight or hire forms part of a claim recoverable from the Assured for liabilities in respect of cargo within the scope of these Terms & Conditions or is, with the written consent of the Managers, included in the settlement of such a claim;
- iii. Loss arising out of cancellation of a charter or other engagement of an entered ship;
- iv. Loss arising out of irrecoverable debts or out of the insolvency of any person, including insolvency of agents;
- v. Claims by or against the Assured relating to demurrage, or delay to an entered ship unless such demurrage or delay forms part of a claim recoverable from the Assured for liabilities in respect of cargo within the scope of these Terms & Conditions or is, with the written consent of the Managers, included in the settlement of such a claim.

### **H. Exclusion of certain operations**

Unless and to the extent that separate cover shall have been agreed between the Assured and the Managers in accordance with the provisions of Clause 4, the Club shall not be liable for any claim relating to liabilities, costs and expenses incurred by the Assured of:

- i. An entered ship which is a salvage tug or firefighting ship or other ship used or intended to be used for salvage or firefighting operations, when the claim arises out of any salvage or firefighting service or attempted salvage or firefighting service.
- ii. An entered ship which is constructed or adapted for the purpose of carrying, or is used to carry out drilling operations in connection with oil or gas exploration or production.
- iii. An entered ship which is used for operations of dredging, blasting, pile-driving, well-intervention, cable or pipe laying, construction, installation, maintenance work, core sampling, depositing of spoil, decommissioning, power generation or such

- other operations as the Managers may determine from time to time.
- iv. An entered ship which is used for waste disposal or incineration operations.
  - v. An entered ship which is used for or in connection with the operations of submarines or underwater vessels or equipment, or an entered ship which is used for or in connection with professional or commercial diving operations.
  - vi. An entered ship which is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.
  - vii. An entered ship which is a semi-submersible heavy lift vessel or which is designed exclusively for the carriage of heavy lift cargo, save where the cargo is carried under a contract on unamended Heavycon terms or any similar terms approved in writing by the Managers.

#### **I. Double insurance**

The Club shall not, unless and to the extent that the Club in its discretion otherwise decides, be liable for any liabilities, costs or expenses recoverable under any other insurance or which would have been so recoverable:

- i. apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance; and
- ii. if the ship had not been entered in the Club with cover against the risks set out in these Terms & Conditions.

#### **J. Contraband, blockade running, unlawful trade, imprudent or hazardous operations**

No claim shall be recoverable from the Club if it arises out of or is consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade or if the Club, having regard to all the circumstances, shall be of the opinion that the carriage, trade or voyage was imprudent, unsafe, unduly hazardous or improper.

#### **K. Classification, insurance and statutory requirements**

Unless otherwise agreed in writing between the Assured and the Managers, the following conditions are terms of the insurance of every entered ship:

- i. The Assured shall, on the date of the commencement of cover or the date upon which the entered ship is chartered, ensure that the entered ship
  - (a) is classed with a Classification Society approved by the Managers, and
  - (b) is insured for Owner's P&I risks with a P&I Club that is a member of the International Group of P&I Clubs or other liability insurer approved by the Club.
- ii. The Assured shall use best endeavours to ensure that the entered ship complies with all the rules, recommendations and

## Clause 5 (continued)

requirements of the Classification Society relating to the entered ship within the time or times specified by the Society.

- iii. The Assured shall use best endeavours to ensure that the entered ship complies with all statutory requirements of the state of the ship's flag relating to the construction, adaptation, condition, fitment, equipment and manning of the entered ship; and, at all times, maintain the validity of such statutory certificates as are issued by or on behalf of the state of the ship's flag in relation to such requirements and in relation to the International Safety Management (ISM) Code and the International Ship and Port Facility Security (ISPS) Code.

Unless and to the extent that the Club otherwise decides, an Assured shall not be entitled to any recovery from the Club in respect of any claim arising during a period when that Assured is not fulfilling or has not fulfilled those conditions.

### **L. Marine Insurance Act 1906 and Insurance Act 2015**

- i. Subject to ii) below, these Terms & Conditions and all contracts of insurance between the Club and the Assured shall be subject to and incorporate the provisions of the Marine Insurance Act, 1906 and the Insurance Act 2015 of the United Kingdom and any statutory modifications thereto except insofar as such Acts or modifications may have been excluded by these Terms & Conditions or by any term of such contracts.
- ii. The following provisions of the Insurance Act 2015 ("the Act") are excluded from these Terms & Conditions and any contract of insurance between the Club and the Assured:
  - a) Section 8 of the Act is excluded. As a result any breach of the duty of fair presentation by the Assured shall entitle the Club to avoid the policy, regardless of whether the breach of the duty of fair presentation is innocent, deliberate or reckless.
  - b) Section 10 of the Act is excluded. As a result all warranties in these Terms & Conditions or any such contract of insurance must be strictly complied with and if the Assured fails to comply with any such warranty the Club shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.
  - c) Section 11 of the Act is excluded. As a result these Terms & Conditions and all terms of the contract of insurance between the Club and the Assured, including terms which would tend to reduce the risk of loss of a particular kind, loss at a particular location and/or loss at a particular time, must be strictly complied with and if the Assured fails to comply with any such term, the Club's liability may be excluded, limited or discharged in accordance with these Terms & Conditions notwithstanding that the failure to comply could not have increased the risk of

the loss which actually occurred in the circumstances in which it occurred.

- d) Section 13 of the Act is excluded. As a result the Club shall be entitled to exercise its right to terminate the contract of insurance in respect of the Assured and all co-assureds in the event that a fraudulent claim is submitted by or on behalf of the Assured and/or any co-assured.
- e) Section 13A of the Act is excluded: As a result these Terms & Conditions and all terms of the contract of insurance between the Club and the Assured shall not be subject to nor shall the Club be in breach of any implied term that it will pay any sums due in respect of a claim within a reasonable time save where the breach is deliberate or reckless and Section 13A of the Act is excluded to this extent.
- f) Section 14 of the Act is excluded. As a result, the contract of insurance between the Club and the Assured shall be deemed to be a contract of the utmost good faith, and any breach of the duty of utmost good faith shall entitle the Club to avoid the contract of insurance.

#### **M. Obligation to sue and labour**

Upon the occurrence of any casualty, event or matter liable to give rise to a claim by an Assured upon the Club, it shall be the duty of the Assured and his agents to take and to continue to take all such steps as may be reasonable for the purpose of averting or minimizing any expense or liability in respect whereof he may be insured by the Club. In the event that an Assured commits any breach of this obligation, the Club may in its discretion reject any claim by the Assured against the Club arising out of the casualty, event or matter, or reduce the sum payable by the Club in respect thereof by such amount as it may determine.

#### **N. Obligations with regard to claims**

- i. An Assured must promptly notify the Club of every casualty, event or claim upon him which is liable to give rise to a claim upon the Club, and of every event or matter which is liable to cause the Assured to incur liabilities, costs or expenses for which he may be insured by the Club.
- ii. An Assured must promptly notify the Club of every survey or opportunity for survey in connection with a matter referred to under (i).
- iii. An Assured must at all times promptly notify the Managers of any information, documents or reports in his or his agents' possession, power or knowledge relevant to such casualty, event or matter as is referred to under (i) and shall further, whenever so requested by the Managers, promptly produce to the Club and/or allow the Club or its agents to inspect, copy or photograph, all relevant documents

## Clause 5 *(continued)*

of whatsoever nature in his or his agents' possession or power and shall further permit the Club or its agents to interview any servant, agent or other person who may have been employed by the Assured at the material time or at any time thereafter or whom the Club may consider likely to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to the Assured in connection therewith.

- iv. An Assured shall not settle or admit liability for any claim for which he may be insured by the Club without the prior written consent of the Managers.

In the event that an Assured commits any breach of his obligations referred to in (i) to (iv) above, the Club may in its discretion reject any claim by the Assured against the Club arising out of the casualty, event or matter, or reduce the sum payable by the Club in respect thereof by such amount as it may determine.

### **O. Time bar**

In the event that:

- i. an Assured fails to notify the Club of any casualty, event or claim referred to in paragraph (N) (i) of this Clause within one year after he has knowledge thereof; or
- ii. an Assured fails to submit a claim to the Club for reimbursement of any liabilities, costs or expenses within one year after discharging or settling the same, the Assured's claim against the Club shall be discharged and the Club shall be under no further liability in respect thereof unless the Club in its discretion shall otherwise determine.

### **P. Recoveries, savings and no waiver by the Assured and subrogation**

- i. Unless otherwise agreed in writing by the Managers, where the Club has paid a claim to or on behalf of an Assured, the whole of any recovery from a third party in respect of that claim shall be credited and paid to the Club up to an amount corresponding with the sum paid by the Club together with any interest element on that sum comprised in the recovery, provided however that where, because of a deductible in his terms of entry, the Assured has contributed to settlement of the claim, any such interest element shall be apportioned between the Assured and the Club taking into account the payments made by each and the dates on which those payments were made.
- ii. Unless otherwise agreed in writing by the Managers, where the Assured, as a result of an event for which he is covered by the Club, has obtained extra revenue or saved costs or expenses which would otherwise have been incurred and which would not

have been covered by the Club, the Club may deduct from the sum otherwise payable to the Assured an amount corresponding to the benefit obtained.

- iii. Unless otherwise agreed in writing by the Managers, the Assured must not waive in any manner whatsoever the right to exclude, defend or limit liability and/or any rights of recourse against any party otherwise available to the Assured;
- iv. Unless otherwise agreed in writing by the Managers, where the Club has paid a claim to or on behalf of an Assured, the Club shall be subrogated to the rights of the Assured in respect of the claim to the extent of that payment, including the right to any interest accruing on that amount prior to its recovery and the right to recover any costs incurred in relation to the exercise of such rights.

**Q. Survey and audit**

The Club may, for its sole benefit, conduct a survey of the condition, operation or trading of the entered ship, or audit of the Assured's management systems, at any time. If the survey or audit demonstrates that the condition, operation or trading of the entered ship, or the Assured's management systems are not satisfactory, the Assured shall indemnify the Club against the cost of the survey or audit, and the Club shall be entitled to terminate or restrict cover until the condition, operation and trading of the entered ship, and the Assured's management systems are satisfactory.

**R. Electronic communication**

The Club's logs and records of any electronic communication sent or received by the Club shall, in the absence of manifest error, be conclusive evidence of such communication and of its despatch or receipt.

**S. Interest**

In no case shall interest be paid upon sums due from the Club.

**T. Sanctions risks**

- i. The Club shall not indemnify an Assured against any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs or expenses may expose the Club to the risk of any sanction, prohibition, restriction or adverse action by any competent authority or government.
- ii. The Assured shall in no circumstances be entitled to recover from the Club that part of any liabilities, costs or expenses which is not recovered by the Club from any reinsurer because of a shortfall in recovery from such reinsurer by reason of any sanction, prohibition or adverse action by a competent authority or government or the risk thereof if payment were to be made by such reinsurer. For the purposes of this paragraph, "shortfall" includes, but is not limited

## Clause 5 *(continued)*

to, any failure or delay in recovery by the Club by reason of the said reinsurer delaying payment or making payment into a designated account in compliance with the requirements of any competent authority or government.

- iii. Notwithstanding, and without prejudice to, any other provisions of these Terms & Conditions, the Club may terminate the insurance of an Assured in respect of any and all ships entered by him where, in the opinion of the Club, the Assured has exposed or will expose the Club to a material risk of being or becoming subject to a sanction, prohibition, restriction or other adverse action by a competent authority or government, which may materially affect the Club.

### **U. Regulations by the Club**

The Club may make regulations prescribing the conditions or forms of contracts, such as contracts of carriage or other contracts, either generally or for use in any particular trade or at any particular port or place, as the situation may require. Such regulation shall take effect forthwith upon issuance of the regulation unless otherwise decided by the Managers in writing and shall be deemed to be incorporated in these Terms and Conditions from the beginning of the policy year next following the time and date of the taking effect of such regulation. Notice of issuance of regulation made pursuant to this Clause shall be sent to every Assured by post or by electronic transmission. If any Assured shall commit a breach of any regulation, the Directors may reject or reduce any claim made by the Assured to the extent to which it would not have arisen if he had complied with the regulation and may further impose such terms upon him as they may think fit as a condition of the continuance of the entry of the Assured's ship or ships in the Association.

*Note. Current regulations can be found in Appendix III*

### **V. Contractual liabilities**

Where an Assured's or a co-assured's liabilities or costs or expenses are incurred under the terms of a contract which would not have arisen but for the terms of that contract, such liabilities, costs or expense are not covered by the Club unless and to the extent that those terms have been approved in writing by the Club with the Assured.

### **W. Precious objects**

Unless and to the extent that the Assured has obtained appropriate separate cover by agreement with the Club in writing, there shall be no recovery from the Club in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.



**X. Marine Cyber Endorsement LMA5403**

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**Y. Coronavirus Exclusion Clause LMA5395**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
  - a) Coronavirus disease (COVID-19);
  - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
  - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of (a), (b) or (c) above or the fear or the threat thereof.

All other terms, conditions and limitations of the insurance remain the same.

## Clause 6

### **Assureds and Successors Bound by Terms & Conditions**

- A. All contracts of insurance effected by the Club shall, save and insofar as they contain any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these Terms & Conditions.
  
- B. An Assured or other person (including an insurer to be reinsured under Clause 11) by whom or on whose behalf an application is made for insurance or reinsurance by the Club shall be deemed to have agreed not only on his own behalf but also on behalf of his successors and each of them that both he and they will in every respect be subject to and bound by the provisions of these Terms & Conditions and by any contract of insurance with the Club.

## Applications for Insurance

- A. The Applicant Assured must make to the Managers a fair presentation of the risks by providing the Managers with all circumstances which the Applicant Assured knows or ought to know would influence the Club in deciding whether and on what terms to provide cover,
- B. The Applicant Assured and his agent shall ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.
- C. In accordance with Clause 5L of these Terms & Conditions, Section 8 of the Insurance Act 2015 is excluded. Any breach of paragraphs B and C above shall entitle the Club to avoid the contract of insurance, regardless of whether the breach is innocent, deliberate or reckless.
- D. The Assured is obliged to disclose every change in circumstance which the Assured or his agent knows ought to know alters or may alter the risks covered by the Club. Upon such disclosure, or failure to disclose, the Managers may amend the Assured's premium or terms of entry, or terminate the policy in respect of such ship with effect from the time of disclosure or failure to disclose.
- E. The Managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for the entry of a ship for insurance in the Club whether or not the Applicant Assured of such a ship is a Member.
- F. Unless otherwise agreed in writing by the Managers, and without prejudice to the generality of this Clause, the following additional requirements apply to entries where, upon written agreement between the Assured and the Managers, the Assured may declare risks in arrears:
  - i. the Assured warrants that all ships chartered by the Assured and/ or his affiliate or associate during the policy year shall be entered solely with the Club.
  - ii. declarations by the Assured shall be made no later than 90 days or such other period as it is agreed in writing by the Managers from the date the Assured becomes Charterer.
  - iii. a breach of any of the conditions in i) and ii) above shall entitle the Club to amend the Assured's premium or other terms of entry, including but not limited to declining or restricting cover, or to terminate the insurance effective from the expiry of 7 days' notice.

## Clause 8

### Premium, Payment and Premium Tax

- A. Before an application is accepted for the entry of a ship, the Applicant Assured and the Managers shall agree the amount of the premium and the time or times at which it is payable. In deciding upon the premium amount for any ship the Managers may take into account all matters which they may consider relevant including (without prejudice to the generality of the foregoing) the degree of risk estimated to be involved in the proposed insurance.
- B. If the application is accepted, the Assured shall be bound to pay and shall pay to the Club the premium agreed with the Managers and at such time or times as the Managers shall have specified.
- C. No claim of any kind whatsoever by an Assured against the Club shall constitute any set-off against premium or other sums of whatsoever nature due to the Club or shall entitle an Assured to withhold or delay payment of any such sum.
- D. Without prejudice to the rights and remedies of the Club under these Terms & Conditions and in particular Clauses 18 to 20 inclusive, if any premium or part thereof or any other sum of whatsoever nature due from any Assured is not paid by such Assured on or before the date specified for payment thereof, such Assured shall pay interest on the amount not so paid from and including the date so specified to the date of payment at such rate as the Club may from time to time determine, but the Club may also waive payment of such interest in whole or in part.
- E. The Club shall have a lien or other right of action against any ship entered by the Assured and any property owned by the Assured in respect of any sum of whatsoever nature owed by him to any of the Clubs, notwithstanding that the cover of the Assured or in respect of any ship entered by him may have ceased or been terminated or cancelled.
- F. An Assured shall pay on demand to the Club or to its order the amount of any premium tax or other tax levied on or in connection with the insurance or reinsurance provided by the Club to the Assured which the Club determines it or the Assured has or may become liable, and shall indemnify the Club and hold it harmless in respect of any loss, damage, liability, cost or expense which it may incur in respect of such premium tax or other similar tax.

## Co-Assureds

- A. The Managers may accept the entry of any ship upon terms that within the limits and upon the conditions set out in this Clause, the benefit of the cover afforded by the Club to the Assured in respect of that ship shall be extended to persons or companies named as co-assureds with that Assured under the same entry.
- B. Unless and to the extent that separate cover has been agreed in writing with the Assured by the Managers, the benefit of the cover extended to co-assureds in accordance with paragraph (A) of this Clause shall be limited to reimbursement of claims relating to liabilities, costs or expenses incurred by them to the extent that the Assured (i) would have incurred the same liabilities, costs and expenses if the same claims had been pursued against him and (ii) would thereafter have been entitled to obtain reimbursement from the Club in accordance with the terms of entry of the entered ship in the Club.
- C. The total liability of the Club in respect of any one event to the Assured and to all co-assureds to whom the benefit of the Assured's cover has been extended in accordance with this Clause shall not exceed such sum as would have been recoverable from the Club in respect of such event by the Assured, and the receipt by any one of the Assured or any co-assureds of that sum or of separate payments by the Club amounting in aggregate to that sum shall be a full and sufficient discharge of the Club's liability.
- D. Conduct of any one of the Assured or co-assureds under this Clause which would have entitled the Club to decline to indemnify him shall be deemed the conduct of the Assured and all co-assureds under the same entry.
- E. Unless otherwise agreed in writing by the Managers, the Assured and all co-assureds shall be jointly and severally liable to pay all Premium or other sums due to the Club in respect of such entry.
- F. Any failure by the Assured or any one of the co-assureds to comply with any of the obligations under these Terms & Conditions, shall be deemed to be a failure of the Assured and all co-assureds.

## Clause 10

### Certificate of Entry and Endorsement Slip

- A. As soon as reasonably practicable after accepting an application for the entry of a ship for insurance in the Club and at the commencement of each subsequent policy year during which such entry continues, the Managers shall issue to the Assured of such ship a certificate of entry in such form as may from time to time be prescribed by the Managers but so that such certificate of entry shall state the date of the commencement of the period of insurance or the policy year as the case may be and the terms and conditions on which the ship has been accepted for insurance.
- B. If at any other time or from time to time the Managers and the Assured of any ship entered for insurance shall agree to vary the terms relating to the entered ship, the Managers shall, as soon as reasonably practicable thereafter, issue to the Assured of such ship an endorsement slip stating the terms of such variation and the date from which such variation is to be effective.
- C. Every certificate of entry and every endorsement slip issued as aforesaid shall be conclusive evidence and binding for all purposes as to the commencement of the period of insurance, as to the terms and conditions on which the ship has been entered for insurance, and as to the terms of any variation and the date from which such variation is to be effective; provided that in the event that any certificate of entry or any endorsement slip shall in the opinion of the Managers contain any error or omission the Managers may in their discretion issue a new certificate of entry or a new endorsement slip which shall be conclusive evidence and binding as aforesaid.

## Reinsurance

- A. Subject to the Articles, and save insofar as expressly prohibited by these Terms & Conditions, the Managers may enter into contracts of reinsurance on behalf of the Club whereby the Club agrees to reinsure the risks arising in connection with any one or more ships insured by another insurer or else agrees to reinsure the whole or any part or proportion of the insurance business of any insurer. The consideration payable to the Club and the terms and conditions on which the reinsurance is accepted by the Club shall be such as are agreed between the Managers and insurer. Save where otherwise agreed in writing the other insurer shall be in every respect subject to and bound by the provisions of these Terms & Conditions and his contract with the Club shall for all purposes take effect as though he were the Assured of any ship or ships in connection with which the relevant risks may arise and had the Assured entered the ship or ships in the Club for insurance.
  
- B. The Managers shall have the right in their discretion to effect on behalf of the Club the reinsurance or ceding of any risks insured by the Club (including any risk which may fall on the Club by reason of a reinsurance referred to in paragraph (A) of this Clause) with reinsurers and on such terms as the Managers shall consider appropriate. Where such reinsurance is arranged the Assured shall be entitled to recover only the net amount actually recovered from reinsurer(s), together with that portion (if any) of the risk or risks retained by the Club.
  
- C. Notwithstanding paragraph (B) of this Clause and subject always to Clause 5, paragraphs (B) and (T) the Assured shall not be entitled to recover from the Club in respect of risks set out in Clause 2 (except Clause 2, Section 1) any amount exceeding US\$ 100 million (or equivalent in another currency) in respect of those risks unless and to the extent such amount is recovered by the Club from reinsurer(s).

## Clause 12

### Membership

- A. If the Club accepts an application from an Applicant Assured who is not already a Member for a ship to be entered on terms that premium is payable to the Club, then such Applicant Assured shall, as from the date of the acceptance of such entry, be and become a Member and shall be bound by these Terms & Conditions and his name shall be entered in the register of Members.
  
- B. An Assured shall cease to be a Member if for any reason whatsoever the period of insurance shall have terminated in respect of all ships entered in the Club in his name. Whenever the period of any reinsurance shall have terminated the insurer reinsured by the Club and the Assured insured by such insurer, if previously a Member, shall cease to be one.



## Assignment

- A. No insurance given by the Club and no interest under these Terms & Conditions or under any contract between the Club and any Assured may be assigned without the written consent of the Managers who shall have the right in their discretion to give or refuse such consent without stating any reason or to give such consent upon any such terms or conditions as they may think fit. Any purported assignment made without such written consent or without there being due compliance with any such terms and conditions as the Managers may impose shall, unless the Managers in their discretion otherwise decide, be void and of no effect.
  
- B. Whether or not the Managers shall expressly so stipulate as a condition for giving their consent to any assignment, the Club shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the Managers may then estimate to be sufficient to discharge any liabilities of the assignor to the Club, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

## Clause 14

### Period of Insurance

- A. Subject as otherwise provided in these Terms & Conditions, the insurance by the Club of a ship entered in the Club otherwise than for a fixed period shall commence from noon GMT at the time and date of entry specified in the certificate of entry and shall continue until noon GMT of the 20th February next ensuing and thereafter, unless terminated in accordance with these Terms & Conditions, from policy year to policy year.
  
- B. The insurance by the Club of each ship entered for insurance for a fixed period shall, subject as otherwise provided in these Terms & Conditions, cease at the expiry of such fixed period.

## **Amendments of the Terms & Conditions**

The Club may amend these Terms & Conditions as the situation may require with effect from noon GMT on any date by giving at least 30 days' notice prior to that date. Notice of amendments made pursuant to this Clause shall be sent to every Assured by post or by electronic transmission.

## Clause 16

### Notice of Termination

- A. The period of insurance of any ship entered in the Club may be terminated in the following manner:
- i. The Club may give a written notice of termination to any Assured in the following manner:
    - under Clause 5T (sanction risks), on such notice in writing as the Managers may decide; or
    - under Clause 5L (ii)(d) (fraudulent claim), Clause 5Q (survey and audit), Clause 7D (disclosure) and Clause 19 (Cancellation of Insurance) on not less than seven days' notice.
    - without giving any reason, on 30 days' notice prior to noon GMT on the date of expiry specified in the certificate of entry.
  - ii. An Assured may give a written notice of termination to the Club in the following manner:
    - without giving any reason, on 30 days' notice prior to noon GMT on the date of expiry specified in the certificate of entry.
- B. If a notice shall have been given pursuant to paragraph (A) of this Clause the period of insurance shall terminate at noon GMT on the day of expiry of the notice period. Save with the agreement of the Managers a ship may not be withdrawn from the Club nor may any notice of termination be given at any other time.

## Termination and its Effects

- A. Upon an Assured ceasing to be insured by the Club in respect of any ship by virtue of a notice given (whether by the Assured or the Club) in accordance with Clause 16A and without prejudice to the effects of cancellation of insurance pursuant to Clause 19, then:
- i. Such Assured and his successors shall be and remain liable for all premium and other sums payable in respect of the whole of the policy year in which such notice was given, and in respect of previous policy years, and
  - ii. Subject to the other provisions of these Terms & Conditions and to the terms of entry the Club shall remain liable in respect of such entered ship for all claims under these Terms & Conditions and any additional terms of entry arising by reason of any event which had occurred prior to noon GMT on the date of expiry specified in the certificate of entry immediately following the giving of such notice, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time.
- B. Upon an Assured ceasing to be insured by the Club in respect of any ship pursuant to paragraphs L(ii)(d) (fraudulent claim), Q (survey and audit), or T (sanctions risks) of Clause 5 or Clause 7D (disclosure), then:
- i. Such Assured and his successors shall be and remain liable in relation to premium and other sums payable:
    - a) in respect of the policy year in which such cessation occurs, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the date of entry specified in the certificate of entry and ending at noon GMT on the date of such cessation, and
    - b) in respect of previous policy years, for the whole of those policy years, and
  - ii. Subject to the other provisions of these Terms & Conditions and any additional terms of entry the Club shall remain liable in respect of such entered ship for all claims under these Terms & Conditions and any additional terms of entry arising by reason of any event which had occurred prior to noon GMT on the day of such cessation, but shall not otherwise be under any liability whatsoever by reason of anything occurring at or after that date and time.

## Clause 18

### Cesser of Insurance and its Effects

- A. An Assured shall forthwith cease to be insured by the Club in respect of any and all ships entered by him or on his behalf upon the happening of any of the following events:
- a) upon the passing of any resolution for the Assured's voluntary winding up (other than voluntary winding up for the purposes of company or group reorganisation),
  - b) upon an order being made for the Assured's compulsory winding up,
  - c) upon the Assured's dissolution,
  - d) upon a receiver being appointed of all or part of the Assured's business or undertaking,
  - e) upon the Assured commencing proceedings under any bankruptcy or insolvency laws to seek protection from the Assured's creditors or to reorganise the Assured affairs.
- B. Unless otherwise agreed in writing by the Managers, an Assured shall forthwith cease to be insured by the Club in respect of any ship entered by him or on his behalf upon the happening of any of the following events in relation to such ship:
- i. upon the Assured, as at noon GMT on the date of expiry specified in the certificate of entry, failing to pay in respect of the entered ship any amounts due from him to the Club.
  - ii. upon the Assured, as at noon GMT on the date of expiry specified in the certificate of entry, being in breach of, or otherwise failing to fulfil, his obligations in respect of the entered ship under Clause 5, paragraphs (K) or (Q).
  - iii. upon the Assured ceasing to be a Charterer of an entered ship.
  - iv. upon the entered ship becoming an actual total loss or becoming or being deemed to have become a constructive total loss.
- PROVIDED ALWAYS that, with regards to paragraphs (A) & (B) above:
- a) notwithstanding the cesser of the insurance under subparagraph B (iv) of this Clause the Club shall, subject to these Terms & Conditions and to the terms of entry, remain liable for claims arising directly from the casualty giving rise to the actual or constructive total loss of the entered ship.
  - b) if the Managers agree that the insurance of the entered ship shall continue after the happening of any of the events listed in paragraphs (A) or (B) of this Clause they may in their discretion impose such terms and conditions as they think fit for the continuation of the insurance.
- C. On the occurrence of any of the events specified in this Clause in respect of an entered ship, the Assured shall give notice in writing of such event to the Managers within one month after the date thereof.

- D. Upon an Assured ceasing to be insured by virtue of this Clause:
- i. Such Assured and his successors shall be and remain liable in relation to premium and other sums payable:
    - a) in respect of the policy year in which such cessation occurs, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the date of entry specified in the certificate of entry and ending at noon GMT on the date of such cessation; provided that, if the Assured fails to give notice of the event in accordance with paragraph (C) of this Clause, such period shall end at noon GMT on such later date as the Managers in their discretion shall decide, and
    - b) in respect of previous policy years, for the whole of those policy years, and
  - ii. Subject to the other provisions of these Terms & Conditions and to the terms of entry the Club shall remain liable in respect of any ship entered by such Assured or in respect of such entered ship (as the case may be) for all claims under these Terms & Conditions arising by reason of any event which had occurred prior to the date of such cessation, but shall not otherwise be under any liability whatsoever by reason of anything occurring after that date.

## Clause 19

### Cancellation of Insurance and its Effects

- A. Where an Assured has failed to pay premium, either in whole or in part, or any other amount due from him to the Club, the Managers may give him notice in writing requiring him to pay such amount by any date specified in such notice, not being less than seven days from the date on which such notice is given. If the Assured fails to make such a payment in full on or before the date so specified, the insurance of the Assured in respect of any and all ships referred to in such notice and entered in the Club by him or on his behalf shall be cancelled forthwith without further notice or other formality.
- B. When the insurance of an Assured is cancelled in accordance with paragraph (A) of this Clause (which time is hereinafter in this Clause 19 referred to as "the date of cancellation") then:
- i. such Assured and his successors shall be and remain liable in relation to premium and other sums payable:
    - a) in respect of the policy year in which the date of cancellation falls, on a pro rata basis, namely for the proportion of such sums applicable to the period beginning at the date of entry specified in the certificate of entry and ending on the date of cancellation or such earlier date as the Managers in their discretion decide and agree in writing, and
    - b) in respect of previous policy years, for the whole of those policy years, and
  - ii. The Club shall with effect from the date of cancellation cease to be liable for any claims of whatsoever kind under these Terms & Conditions in respect of any and all ships in relation to which the insurance of the Assured has been cancelled,
    - a) irrespective whether such claims have occurred or arisen or may arise by reason of any event which has occurred at any time prior to the date of cancellation, including during previous years;
    - b) irrespective whether such claims arise by reason of any event occurring after the date of cancellation;
    - c) irrespective whether the Club may have admitted liability for or appointed lawyers, surveyors or any other person to deal with such claims;
    - d) irrespective whether the Club at the date of or prior to the date of cancellation knew that such claims might or would arise, and as from the date of cancellation any liability of the Club for such claims shall terminate retrospectively and the Club shall be under no liability to such Assured for any such claims or on any account whatsoever.



PROVIDED ALWAYS that:

The Club may in its discretion and upon such terms as it thinks fit, including but not restricted to terms as to payment of premium or other sums, admit either in whole or in part any claim in respect of any ship entered by an Assured for which the Club is under no liability by virtue of paragraphs (A) or (B) of this Clause, whether such claim has arisen before or arises after the date of cessation or the date of cancellation as the case may be, or remit wholly or partly any payment of contribution, premiums or other sums due to the Club.

## Clause 20

### **Sums Due to the Club for the Purpose of Application of the Terms & Conditions on Cancellation**

- A. For the purpose of determining whether any (and, if so, what) sum is due for the purposes of Clause 19(A) or otherwise under these Terms & Conditions no account shall be taken of any amount due or alleged to be due by the Club to the Assured on any ground whatever, and no set-off of any kind (including set-off which might otherwise have arisen by reason of the bankruptcy or winding up of the Assured) shall be allowed against such sum (whether or not any set-off against premium or other sums payable has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by the Managers as due, and required to be paid in a notice served under the said paragraph, may (in the Managers' discretion) in itself have already allowed for a set-off or credit in favour of the Assured.
  
- B. Without prejudice to the generality of Clause 23 no act, omission, course of dealing, forbearance, delay or indulgence of any kind by or on behalf of the Club nor the granting of time, nor the acceptance by the Club (whether express or implied) of liability for, or the recognition of, any claim, and whether occurring before or after any date of cessation or date of cancellation as hereinbefore referred to shall derogate from the effect of Clauses 17 to 20 inclusive or be treated as any waiver of any of the Club's rights thereunder.

## Claims

- A. Without prejudice to any other provision of these Terms & Conditions and without waiving any of the Club's rights hereunder, the Managers may at any and all times appoint and employ on behalf of the Assured upon such terms as the Managers may think fit, lawyers, surveyors or other persons for the purpose of dealing with any matter liable to give rise to a claim by an Assured upon the Club, including investigating or advising upon any such matter and taking or defending legal or other proceedings in connection therewith. The Managers may also at any time discontinue such employment if they think fit.
  
- B. All lawyers, surveyors and other persons appointed by the Managers on behalf of the Assured or appointed by the Assured with the prior consent of the Managers shall at all times be and be deemed to be appointed and employed on the terms that they have been instructed by the Assured at all times (both while so acting and after having retired from the matter) to give advice and to report to the Club in connection with the matter without prior reference to the Assured and to produce to the Club without prior reference to the Assured any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of the Club.

## Clause 22

### **Powers of the Managers Relating to the Handling and Settlement of Claims**

- A. The Managers shall have the right if they so decide to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss or damage in respect whereof the Assured is or may be insured in whole or in part, and to require the Assured to settle, compromise or otherwise dispose of such claim or proceedings in such manner and upon such terms as the Managers see fit.
- B. If the Assured does not settle, compromise or dispose of a claim or of proceedings after being required to do so by the Managers in accordance with paragraph (A) of this Clause, any eventual recovery by the Assured from the Club in respect of such claim or proceedings shall be limited to the amount he would have recovered if he had acted as required by the Managers.
- C. The Club is under no obligation to provide bail or other security on behalf of any Assured, but where the same is provided it shall be on such terms as the Managers may consider appropriate and shall not constitute any admission of liability by the Club for the claim in respect of which the bail or other security is given. It shall be a condition of the provision of bail or other security that the Assured shall indemnify the Club for any costs or liability arising therefrom or associated therewith, save to the extent that such costs or liability would have been recoverable from the Club if the Assured had incurred them directly.

## Forbearance and Reimbursement

- A. No act, omission, course of dealing, forbearance, delay or indulgence by the Club in enforcing any of these Terms & Conditions or any of the terms or conditions of its contracts with an Assured nor any granting of time by the Club shall prejudice or affect the rights and remedies of the Club under these Terms & Conditions or under such contracts, and no such matter shall be treated as any evidence of waiver of the Club's rights thereunder, nor shall any waiver by the Club of a breach by an Assured of such Terms & Conditions or contracts operate as a waiver of any subsequent breach(es) thereof. The Club shall at all times and without notice be entitled to insist on the strict application of these Terms & Conditions and on the strict enforcement of its contracts with Assureds.
  
- B. The Assured shall reimburse to the Club on demand the amount of any payment made to any third party by the Club on behalf of or as guarantor for such Assured to the extent that such payment is in respect of any amount which in the opinion of the Managers is not recoverable from the Club.

## Clause 24

### Disputes

- A. The Assured hereby submits to the jurisdiction of the High Court of Justice of England in respect of any action brought by the Club to recover sums which the Club may consider to be due to it from the Assured. Without prejudice to the foregoing the Club shall be entitled to commence and maintain in any jurisdiction any action to recover sums which the Club may consider to be due to it from the Assured.
  
- B. If any other difference or dispute shall arise between an Assured or any other person and the Club out of or in connection with these Terms & Conditions or any contract between the Assured and the Club or as to the rights or obligations of the Club or the Assured or any other person thereunder or in connection therewith, such difference or dispute shall in the first instance be referred to and adjudicated upon by the Club, unless the Club elects to waive such adjudication, whereupon the Assured or such other person concerned shall be entitled to refer the difference or dispute to arbitration in accordance with the provisions of paragraph C of this Clause. Such reference and adjudication shall be on written submissions only.
  
- C. If the Assured or such other person concerned in such difference or dispute does not accept the decision of the Club, such difference or dispute shall be referred to the arbitration in London of two Arbitrators (one to be appointed by the Club and the other by such Assured or such other person) and an Umpire to be appointed by the Arbitrators, and the submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act, 1996, and any statutory modification or re-enactment thereof.
  
- D. No Assured nor such other person shall be entitled to maintain any action, suit or other legal proceedings against the Club upon any such difference or dispute
  - i. unless and until the same has been so referred to the Club for adjudication under paragraph (B) of this Clause and the Club shall have given their decision thereon or the reference to such adjudication shall have been waived in accordance with the proviso to paragraph (B) of this Clause, and
  - ii. if such decision is not accepted by such Assured or such other person or if the reference to such adjudication shall have been waived, unless and until such difference or dispute shall have been referred to arbitration as provided in paragraph (C) of this Clause and the Award in such reference shall have been published, and
  - iii. then only for such sum (if any) as the Award may direct to be paid by the Club, and

- iv. the sole obligation of the Club to such Assured or such other person under these Terms & Conditions and any contract between the Club and the Assured or otherwise howsoever in respect of any such dispute or difference shall be to pay such sum as may be directed by such an Award.
- E. If any difference or dispute shall arise between an Assured or any other person and the Managers or their servants or agents (collectively the Managers' Group), out of or in connection with these Terms & Conditions or any contract between the Assured and the Club or as to the rights or obligations of anyone of the Manager's Group or the Assured in any other way in connection therewith, such difference or dispute shall be referred to arbitration in London of two Arbitrators (one to be appointed by the Manager's Group and the other by such Assured or other person) and an Umpire to be appointed by the Arbitrators, and the submission to arbitration and all the proceedings therein shall be subject to the provisions of the English Arbitration Act, 1996, and any statutory modification or re-enactment thereof.

## Clause 25

### Notices

- A. A notice or other document required under these Terms & Conditions to be served on the Club may be served by sending it by courier or through the post in a prepaid letter addressed to the Club at the Club's registered office for the time being.
- B. A notice or other document required under these Terms & Conditions to be served on an Assured may be served by sending it by courier or through the post in a pre-paid letter or by electronic transmission (e-mail) addressed to such Assured:
  - i. at the address which shall have been expressly furnished by him to the Club as the address at which notices from the Club may be served upon him, or,
  - ii. if no such address shall have been furnished, at his address as appearing in the Register of Members, or,
  - iii. if such Assured is not and was not a Member, at the address which is his last known address to the knowledge of the Managers.
- C. Any such notice or other document if served by courier or by post shall be deemed to have been served on the day following the day on which the letter containing the same was handed to the courier or put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and handed to the courier or put into the post as a prepaid letter. Any such notice or other document if served by electronic transmission (e-mail) shall be deemed to have been served on the day on which it was despatched, and in proving such service it shall be sufficient to prove that the notice or other document by such electronic transmission (e-mail) was duly despatched.
- D. Any such notice or other document may be sent or supplied to an Assured by making it available on the Club's website ([www.ukpandi.com](http://www.ukpandi.com)), and it is deemed served or delivered when the Assured is notified by electronic transmission (e-mail) that it is available on such website.
- E. The successors of anyone who is or was at any time an Assured of an entered ship shall be bound by a notice or other document served as aforesaid if sent to the last such address of such Assured notwithstanding that the Club may have notice of the Assured's bankruptcy, liquidation or ceasing to be a Charterer.



**Law of Contract**

These Terms & Conditions and any contract of insurance howsoever made between the Club and an Assured shall be governed by and construed in accordance with English law.

## Clause 27

### Delegation

- A. Whenever any power, duty or discretion is conferred or imposed upon the Managers by virtue of these Terms & Conditions, such power, duty or discretion may, subject to any terms, conditions or restrictions contained in these Terms & Conditions, be exercised by any one or more of the Managers or by any servant or agent of the Managers to whom the same shall have been delegated or sub-delegated.
  
- B. Whenever any power, duty or discretion is stated in these Terms & Conditions to be vested in the Directors, such power, duty or discretion shall be exercisable by the Directors unless the same shall have been delegated to any Committee of the Directors or to the Managers or to the Members' Committee in accordance with the provisions as regards delegation contained in the Articles, in which event the power, duty or discretion may be exercised by any person to whom the same shall have been so delegated.

## Definitions

In these Clauses the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

<b>Applicant Assured</b>	In relation to a ship which is desired or intended to be entered for insurance in the Club, means charterer, other than bareboat/demise charterer, of such ship, by or on whose behalf an application has been, is being or is to be made for the entry of the same in the Club for insurance whether he be or is to be a Member of the Club or not.
<b>Articles</b>	The articles for the time being of The United Kingdom Mutual Steam Ship Assurance Association Limited.
<b>Assured</b>	In relation to an entered ship means charterer other than bareboat/demise charterer, named in the certificate of entry or endorsement slip, by or on whose behalf the ship has been entered in the Club.
<b>Cargo</b>	Any lawful and merchantable commodity or goods intended to be or being or having been carried on board a ship pursuant to a contract of carriage, including anything used or intended to be used to pack or secure goods, but excluding containers or other equipment, stores, fuel (unless carried as cargo) or substance of whatsoever nature, and shall further exclude waste and residues of cargo(es) and/or of containers or other equipment, stores, fuels and/or substances.
<b>Charterer</b>	A charterer of a ship, or part of a ship, other than a demise or bareboat charterer.
<b>Club</b>	The United Kingdom Mutual Steam Ship Assurance Association Limited or UK P&I Club N.V., as applicable.
<b>Clubs</b>	The United Kingdom Mutual Steam Ship Assurance Association Limited, UK P&I Club N.V., and The United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited.

## Clause 28 *(continued)*

<b>Co-assured</b>	A party, other than the Assured, who is named on the certificate of entry, to whom the Club has agreed (subject to restrictions) to extend the cover afforded to the Assured.
<b>Directors</b>	The Board of Directors for the time being of The United Kingdom Mutual Steam Ship Assurance Association Limited, or the Management Board and/or Supervisory Board for the time being of UK P&I Club N.V., as applicable.
<b>Electronic trading system</b>	An electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which are documents of title, or entitle the holder to delivery or possession of the goods referred to in such documents, or evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party. For the purpose of the definition, a “document” shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically generated information.
<b>Entered ship</b>	A ship which has been entered by an Assured in his capacity as a Charterer in the Club for insurance under these Terms & Conditions.
<b>Entered tonnage</b>	The tonnage figure recorded as entered tonnage in the certificate of entry of an entered ship and used for the purposes of calculation of premium whether (a) the tonnage of the ship or (b) a proportion of the tonnage of the ship or (c) a figure exceeding the tonnage of the ship.
<b>Fines</b>	Include penalties and other impositions similar in nature to fines.
<b>Insurance</b>	Any insurance or reinsurance.
<b>In writing</b>	Written, printed or lithographed, or visibly expressed in all or any of those or any other modes of representing or reproducing words.

<b>Knock for knock</b>	<p>A provision or provisions stipulating that</p> <ul style="list-style-type: none"><li>(i) each party to a contract shall be similarly responsible for loss of or damage to, and/or death of or injury to, any of its own property or personnel, and/or the property or personnel of its contractors and/or of its and their sub-contractors and/or of other third parties, and that</li><li>(ii) such responsibility shall be without recourse to the other party and arise notwithstanding any fault or neglect of any party, and that</li><li>(iii) each party shall, in respect of those losses, damages or other liabilities for which it has assumed responsibility, correspondingly indemnify the other against any liability that that party shall incur in relation thereto.</li></ul>
<b>Managers</b>	<p>The Managers for the time being of the Club.</p>
<b>Member</b>	<p>Member for the time being of The United Kingdom Mutual Steam Ship Assurance Association Limited.</p>
<b>Members' Committee</b>	<p>A committee of the Members constituted in accordance with the Articles.</p>
<b>Owner</b>	<p>In relation to an entered ship means registered owner, demise or bareboat charterer, disponent owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, operator, manager or builder of such ship, or other person with an interest in that ship but not being an Assured or any company associated with or under the same management as the Assured.</p>
<b>Policy year</b>	<p>A year commencing from noon GMT of the date specified in the certificate of entry and shall continue until noon GMT of the date of expiry specified on the certificate of entry.</p>
<b>Premium</b>	<p>Sum or sums payable to the Club in respect of an entered ship.</p>
<b>Seaman</b>	<p>Any person (including the master and apprentices) employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board an entered ship, whether or not on board that ship.</p>

## Clause 28 *(continued)*

<b>Ship</b>	Ship shall mean ship, boat, hovercraft or other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.
<b>Standard terms of contracts</b>	The terms of contracts of carriage referred to in Proviso (a) to Clause 2, Section 14.
<b>Statutory obligation</b>	Any obligation, liability or direction imposed by any legislative enactment, decree order or regulation having the force of law in any country.
<b>Successors</b>	In relation to all the persons hereinbefore specified in connection with "Assured", "Applicant Assured" and "Co-assured", and in relation to any other person whatsoever by whom or on whose behalf a ship shall have been entered for insurance or reinsurance in the Club, shall include their heirs, executors, administrators, personal representatives, assigns (when permitted under these Terms & Conditions), receiver, curator or other person authorised to act on behalf of one who becomes incapable by reason of mental disorder/ incapacity of managing his property or affairs, trustee in bankruptcy, liquidator and other successors whatsoever.
<b>Terms &amp; Conditions</b>	These Terms & Conditions as originally framed or as from time to time altered, abrogated or added to and for the time being in force, providing insurance for ships entered in the Club, by charterers, other than bareboat or demise charterers.
<b>Ton</b>	The unit of tonnage.
<b>Tonnage</b>	The register tonnage of a ship as certified in the certificate of registry of such ship or in any other official document relating to the registration of such ship.

Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.

## Index to Clauses

<b>Additional insurances</b>	4
<b>Ad valorem bills of lading</b>	2, Section 14, Proviso(d)
<b>Amendments of the Terms &amp; Conditions</b>	15
<b>Articles</b> 4(A), 11(A), 27(B), 28	
<b>Agents</b> , insolvency of	
<b>Assignment</b> , of insurance	13
<b>Bankruptcy of Assured</b>	18(A)
<b>Bill(s) of Lading</b>	
Claims payable only at the discretion	
of the Club	2, Section 14, Proviso (c)
Ad valorem	2, Section 14, Proviso(d)
Charterer-owned Cargo	2, Section 14, Proviso (f)
(a)	
Through or transhipment	2, Section 14 (D)
<b>Blockade running</b>	5(J)
<b>Bullion</b> 2, Section 14, Proviso(e)	
<b>Cancellation of insurance</b>	17(A), 19
<b>Cargo liabilities</b>	2 Section 14
<b>Certificate of entry</b>	1(8), 3, 5, 10, 14, 16, 17, 18, 19, 28, Appendix 1
<b>Cesser of insurance</b>	18
<b>Claims</b>	
appointment of surveyors and lawyers	21
cancellation of insurance, effect on claims	19
cesser of insurance, effect on claims	18
Members' Committee, meetings of,	
to pass claims	2 Section 18(b)
notification of claims by Assured, time limits	5(O)
obligations of Assured	5(N)
payment first by Assured	5(A)
settlement of claims	5(N)(iv)
sue and labour	5(M)
<b>Classification</b>	5(K)
<b>Co-Assureds</b>	9
<b>Collision</b>	2, Section 6
<b>Contraband</b>	5(J)
<b>Contract</b>	
carriage, contracts of	2, Section 14
effects, contracts relating to	2, Section 2(D)
liability under contracts	2, Section 10

passengers and other persons	
contract relating to	2, Section 2
property, contracts relating to	2, Section 7
seamen, contracts relating to	2, Section 2(B) (D)
towage, contracts for	2 Section 9
Amendments of the Terms & Conditions	15
<b>Contract of carriage</b>	
deviation	2, Section 14, Proviso (b)
terms of contract	2, Section 14, Proviso (a)
through or transhipment bills of lading	2, section 14(D)
<b>Costs (see also Expenses)</b>	
<b>Assignment, of insurance</b>	
<b>Bankruptcy of Assured</b>	
<b>Bill(s) of Lading</b>	
cargo liabilities, costs relating to	2, Section 14
enquiry expenses, costs relating to	2, Section 17
expenses incidental to operation of	
ships, costs relating to	2 Section 18
incurred by direction of Club	2, Section 10
legal costs	2, Section 19
pollution, costs relating to	2, Section 8
sue and labour costs	2, Section 19
wreck liabilities, costs relating to	2, Section 11
<b>Crew (see Seamen)</b>	
<b>Death</b>	
persons other than seamen	2 Section 2(A)
seamen, death by injury or illness	2 Section 2(B)
<b>Deductibles</b>	5C
<b>Definitions</b>	28
<b>Delegation of powers</b>	27
<b>Delivery</b>	
short or over delivery, fines relating to	2, Section 16(B)
without production of bills of lading	2, Section 14
Proviso (c)(ii)(iii)	
<b>Demurrage</b>	
Damage to hull	2, Section 1(1)(B)
on entered ship not covered	5(G)(v)
<b>Deviation from contract</b>	2, Section 14 Proviso(b)
<b>Disinfection of entered ship</b>	
<b>(See Quarantine expenses)</b>	
<b>Disputes between Member &amp; Association</b>	24
<b>Diversion expenses</b>	2, Section 3



<b>Docks, damage to by entered ship</b>	2, Section 7
<b>Double insurance</b>	5(l)
<b>Effects</b>	2, Sections 2(C), (D)
<b>Entered ship</b> , definition of	28
<b>Entered tonnage</b> , definition of	28
<b>Entry</b>	
application for	7
certificate of entry	10
co-assureds	9
Membership	12
tonnage entered	5(B)(ii), 28
<b>Exclusions from the cover</b>	5
<b>Expenses (see also Costs)</b>	
Funeral	2, Section 2(C)
incidental to the operation of ships	2, Section 18
incurred by direction of the Club	2, Section 20
legal expenses recoverable	2, Section 19
in general	2
<b>Experts</b> , appointment of by Managers	21
<b>Fines</b>	2, Section 16, 28
<b>Forbearance by the Association</b>	23
<b>Freight</b>	
loss of not covered	5(G)(ii)
Assured's proportion general average	2, Section 15(C)
<b>Funeral expenses</b> , liability to passengers	2, Section 2(C)
<b>General average</b>	
liability for ship's proportion of	2, Section 15(A)
unrecoverable general average contributions	2, Section 15(B)
Assured's proportion of	2, Section 15(C)
<b>Hague Visby Rules</b>	2, Section 14, Proviso(a)
<b>Hazardous operations</b>	5(J)
<b>Hire</b>	
loss of, not covered	5(G)
damage to hull	2, Section 1(B)
Assured's proportion of general average	2, Section 15(C)
<b>Hull</b> , damage to	2, Section 1
<b>Illness</b>	
persons, other than seamen and passengers	2, Section 2(A)
Seamen	2, Section 2(B)
Passengers	2, Section 2(C)
Immigration, fines relating to	2, Section 2(C)

<b>Indemnities (see also Contracts),</b>	
liabilities arising under	2, Section 10
<b>Injury</b>	
persons other than seamen and passengers	2, Section 2(A)
Seamen	2, Section 2(B)
Passengers	2, Section 2(C)
<b>Insurance</b>	
Additional	4
application for	7
assignment of	13
cancellation of insurance	19
cesser of insurance	18
commencement of	14
contract of insurance, incorporates Rules	6(A)
contract of insurance, law applicable to	26
double insurance	5(I)
Marine Insurance Acts 1906 and 2015,	
application of	5(L)
period of 14	
termination of insurance	17
termination, notice of	16
<b>Insurance Act 2015</b>	5(L), 7
<b>ISM Code</b>	5K(iii)
<b>Jetty, damage to</b>	2, Section 7
<b>Lawyers, appointment of</b>	21
<b>Life salvage</b>	2, Section 5
<b>Limitation of cover</b>	
Generally	5(B)(i)
limit on cover for fines	5(B)(ii)
<b>Manning, requirements relating to</b>	5(K)(iii)
<b>Marine Insurance Acts</b>	5(L)
<b>Membership of Club</b>	12
<b>Notice</b>	
of claim by Assured	5(N)
of termination of insurance	16
service of	25(C)
<b>Nuclear risks, exclusions relating to</b>	5(F)
<b>Oil Pollution (see Pollution)</b>	-
<b>Overloading of entered ship</b>	2, Section 16, Proviso(a)
<b>Persons</b>	
diversion expenses	2, Section 3
injury, illness or death	2, Section 2(A), (B), (C)

liability to, under contracts or indemnities	2, Section 2(A), (B), (C)
loss of and damage to effects	2, section 2(D)
<b>Personal effects (see Effects)</b>	-
<b>Period of insurance</b>	14
<b>Pollution</b>	
Fines for	2, Section 16(E)
Limitation of Club's liability	2, Section 8
Risks covered	2, Section 8
<b>Powers, delegation of</b>	27
<b>Premium</b>	
Applications for Insurance; disclosure or non-disclosure	7(D)
breach of warranty of declaration, Club may amend	7(F)(iii)
Assured's obligation to pay	8(B)
No set of against	8(C)
Interest on late payment	8(D)
premium tax or other tax	8(F)
co-assureds jointly and severally liable	9(E)
Membership	12
Notice of Termination	16
Termination and its Effects	17
Cesser of Insurance and its Effects	18(D)
Cancellation of Insurance and its Effects	19(A), (B)
Definition	28
<b>Premium rating</b>	
Calculation of	8
Definition of	28
<b>Property, loss of or damage to</b>	2, Section 7
<b>Quarantine expenses</b>	2, Section 13
<b>Radioactive materials, exclusions relating to</b>	5(F)
<b>Refugees</b>	2, Section 4
<b>Regulations, by the Club</b>	5(U), Appendix III
<b>Reinsurance</b>	11
<b>Removal of wreck (see Wreck liabilities)</b>	-
<b>Repatriation of passengers</b>	2, Section 2(C) Proviso (i)
<b>Salvage</b>	
Liability for ship's proportion of salvage	2, Section 15(A)
unrecoverable salvage charges	2, Section 15(B)
Assured's proportion of	2, Section 15(C)
life salvage	2, Section 5

<b>Sanction risks</b> , exclusions relating to	5(T)
<b>Seamen</b>	
liability to, injury, death of and illness	2, Section 2(B)
effects of	2, Section 2(D)
repatriation and substitution	2, Section 2(B)
Definition	28
<b>Set of</b> , by the Club	5(D)
<b>Ship</b>	
Assured, ceasing to be Charterer	18(B)
Actual total loss, becoming or deemed to be	18(B)(iv)
classification of	5(K)
entered ship, definition of	28
exclusions of certain operations	5(H)
loss of or damage to equipment,	
exclusion from cover	5(G)(i)
ship's proportion of General Average,	
Assured's liability for	2, Section 15
surveys of	5(Q)
<b>Shortage of cargo (see Cargo)</b>	-
<b>Smuggling</b> , fines for	2, Section 16(C)
<b>Standard terms of carriage contracts</b>	2, Section 14, Proviso(a)
<b>Special risks cover</b>	3
<b>Standard Covers</b>	2
<b>Statutory requirements</b>	5K
<b>Stevedores</b>	
indemnities and contracts	2, Section 10
injury, illness and death	2, Section 2(A)
<b>Stowaways</b>	2, Sections 3, 4
<b>Subrogation</b>	5(P)
<b>Substitute expenses</b>	2, Section 2(B), Section 3
<b>Surveyors</b> , appointment of	21
<b>Survey and audit</b>	
of ships or Assured's management systems	5(Q)
<b>Termination of insurance</b>	
notice of	16
effects of	17
<b>Terms &amp; Conditions</b>	
breach by Assured	23
Incorporation into contract of insurance	6
subject to Marine Insurance Acts	5L
<b>Through or transhipment bills of lading</b>	2, Section 14(D)
<b>Tonnage, entered tonnage, definition of</b>	28

<b>Total loss</b> , cesser of insurance upon	18
<b>Towage</b>	2, Section 9
<b>Valuable cargo</b>	2, Section 14, Proviso(e)
<b>Value of cargo</b> , under ad valorem bill of lading	2, Section 14, Proviso(d)
<b>War Risks</b>	
excluded from cover	5(E)
Special cover	3
<b>Wreck liabilities</b>	2, Section 11

### General: Additional Insurances (Pursuant to Clause 4)

Additional insurances as provided in Clause 4 may be afforded by the Club for the following risks:

#### Extended Cargo Cover

**[Note: the terms and conditions for this cover can be obtained from the Managers]**

#### Passengers Extension Cover

**[Note: the terms and conditions for this cover can be obtained from the Managers]**

#### Contractual Extension Cover

##### A. General Terms and Conditions of Cover

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, the cover afforded to the Assured in respect of the entered ship includes the risks set out in (B) below but subject always to (C) below.*

##### B. Risks Covered

*This insurance covers the above-named Assured, in his capacity as Charterer, in respect of risks set out in Clause 2 incurred under a contract, which imposes liability on the Assured irrespective of his fault or contains terms more onerous than Knock for Knock, to the extent that such risks arise out of operations or activities ordinarily carried on by, or ordinarily at the risk and responsibility of, a Charterer. This insurance is subject to the conditions set out in (C) below.*

*For the purpose of this insurance, Knock for Knock means a provision or provisions stipulating that:*

- i. each party to a contract shall be similarly responsible for loss of or damage to, and/or death of or injury to, any of its own property or personnel, and/or the property or personnel of its contractors and/or of its and their sub-contractors and/or of other third parties; and that*
- ii. such responsibility shall be without recourse to the other party and arise notwithstanding any fault or neglect of any part; and that*
- iii. each party shall, in respect of those losses, damages or other liabilities for which it has assumed responsibility under i) above, correspondingly indemnify the other party against any liability that that party shall incur in relation thereto.*

##### C. Other Terms and Conditions

- 1. There shall be no cover under this insurance unless the contract has been approved by the Managers.*
- 2. The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any rule of law, provided*

*always that the maximum recovery under this insurance is limited in accordance with limits and deductibles set out in the certificate of entry.*

3. *When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the amount payable under this insurance an amount corresponding to the benefit obtained.*
4. *This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover in the Club in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
5. *This insurance excludes liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*
6. *This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*

### **Charterers' Liability for Detention of the entered ship**

#### *A General Terms and Conditions of Cover*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, it is hereby agreed that the cover afforded to the above-named Assured in his capacity as Charterer in respect of the entered ship includes the risks set out in (B) below but subject always to (C) below.*

#### *B Risks covered - Liability for Detention of the entered ship*

*This insurance covers the Assured's liability to the Owner and/or other parties interested in the entered ship, incurred by the Assured as Charterer of the entered ship for liabilities arising out of Detention.*

*For the purpose of this insurance, "Detention" means that while on charter to the Assured, the ship is prevented from performing the service required of her, save where caused by or arising out of the following circumstances:*

- a) *Seizure, arrest, attachment or other delay of the entered ship for the purpose of collecting payment of a legally enforceable debt;*
- b) *Insolvency of any party;*
- c) *Failure to comply with requirements of the entered ship's classification society;*
- d) *Failure to comply with statutory requirements of the state of the entered ship's flag relating to the construction, condition, fitment, equipment, manning, safe operation, security and management of the entered ship;*
- e) *Failure to maintain the validity of statutory certificates that are issued by or on behalf of the state of the entered ship's flag in relation to the matters listed in (c) to (d) above.*

## Appendix I (continued)

f) *This insurance excludes the Assured's liability to pay hire, freight, demurrage, ice demurrage or any other remuneration for the use or loss of use of the entered ship or for the services to be performed by the entered ship, however and whenever arising.*

### C Other Terms and Conditions

1. *This insurance excludes all liability, loss and damage insurable under the Assured's standard covers as set out in Clause 2, in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
2. *This insurance applies only where the Assured has chartered the entered ship under a form of charterparty approved in writing by the Club.*
3. *This insurance covers the legal liability of the Assured when the claim arises from ships loading or discharging "not always afloat but safely aground" in any port or place where this is customary practice, provided that the charterparty is specifically cloused to allow such operations.*
4. *The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*

### **Loss of, or Damage to, Charterers' Bunkers**

#### A. General Terms and Conditions of Cover

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, cover afforded to the above-named Assured in his capacity as Charterer in respect of the entered ship includes the risks set out in (B) below but subject always to (C) below.*

#### B. Risk Covered

*Bunkers' value as declared. Policy proof of interest. Full interest admitted.*

#### C. Other Terms and Conditions

*Cover in accordance with Institute Cargo Clauses (C) 1/1/82 CL.254, Institute War Clauses (Cargo) 1/1/82 CL.255, Institute Strike Clauses (Cargo) 1/1/82 CL.256.*

*This insurance applies only where the Assured has chartered the entered ship under a form of charterparty approved in writing by the Club. The maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*



**Cargo Owner/Trader Extension Cover (in respect of cargo carried on an entered ship)**

*A General Terms and Conditions of Cover*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, the cover afforded to the above-named Assured in his capacity as owner of cargo carried on an entered ship includes the risks set out in (B) below but subject always to (C) below.*

*B Risks Covered*

*Cargo Owners' Legal Liability in respect of cargo carried on an entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, this insurance covers liabilities, losses, costs or expenses in respect of risks set out in Clause 2 of the Charterers Terms & Conditions, incurred by the Assured, in respect of his owning interest in cargo being or having been carried on a ship entered in the Club, or during customary lighterage of the cargo to or from such ship.*

*C Other Terms and Conditions*

- 1. For the purpose of this insurance, "Cargo Owner" shall include buyer, seller, or holder of the Bill of Lading.*
- 2. The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*
- 3. When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the compensation payable under this insurance an amount corresponding to the benefit obtained.*
- 4. This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover as set out in Clause 2 in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
- 5. This insurance excludes liabilities, losses, costs and expenses in respect of damage to or loss or reduced value of cargo arising as a consequence of a condition, quality or specification of the cargo which existed prior to the cargo being accepted for carriage or which was caused by treatment or processing, including blending, of cargo other than treatment necessary for transportation.*
- 6. This insurance excludes any liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*

## Appendix I (continued)

7. *This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*
8. *This insurance excludes liabilities, losses, costs and expenses in respect of personal injury, illness or death of any person of which the Assured has not submitted a notice of claim to the Club within five years from the expiry of the policy year in which the event giving rise to a claim occurred.*
9. *The Club shall determine in its discretion in respect of the cover provided by this insurance when the event shall be deemed to have occurred and whether liabilities, losses, costs and expenses covered under this insurance in whole or in part shall be deemed to have arisen out of one or several events.*
10. *This insurance excludes liabilities, losses, costs and expenses arising out of inherent defects in products or reliance upon a warranty or representation made in respect of the products.*
11. *This insurance shall not include liabilities, losses costs and expenses caused by or arising in connection with the processing or manufacturing of cargo.*

### **Cargo Owner/Trader Extension Cover (in respect of cargo carried on an entered ship – pollution liability only)**

#### *A General Terms and Conditions of Cover*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, the cover afforded to the above-named Assured in his capacity as an owner of Cargo carried on an entered ship includes the risks set out in (B) below but subject always to (C) below.*

#### *B Risks Covered*

*Cargo Owners' Pollution Liability in respect of cargo carried on an entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, this insurance covers liabilities, losses, costs and expenses set out in Clause 2, Section 8 of the Charterers Terms & Conditions, incurred by the Assured, in respect of his owning interest in cargo being or having been carried on an entered ship, or during customary lighterage of the cargo to or from the entered ship, arising in consequence of the discharge or escape from the entered ship or the lighter of such cargo, or the threat of such discharge or escape.*

#### *C Other Terms and Conditions*

1. *For the purpose of this insurance, "Cargo Owner" shall include buyer, seller, or holder of the Bill of Lading.*
2. *The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in*

- accordance with deductibles and limits set out in the certificate of entry.*
- 3. When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the compensation payable under this insurance an amount corresponding to the benefit obtained.*
  - 4. This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover as set out in Clause 2 in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
  - 5. This insurance excludes liabilities, losses, costs and expenses in respect of damage to or loss or reduced value of cargo arising as a consequence of a condition, quality or specification of the cargo which existed prior to the cargo being accepted for carriage or which was caused by treatment or processing, including blending, of cargo other than treatment necessary for transportation.*
  - 6. This insurance excludes any liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*
  - 7. This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*
  - 8. This insurance excludes liabilities, losses, costs and expenses in respect of personal injury, illness or death of any person of which the Assured has not submitted a notice of claim to the Club within five years from the expiry of the policy year in which the event giving rise to a claim occurred.*
  - 9. The Club shall determine in its discretion in respect of the cover provided by this insurance when the event shall be deemed to have occurred and whether liabilities, losses, costs and expenses covered under this insurance in whole or in part shall be deemed to have arisen out of one or several events.*
  - 10. This insurance excludes liabilities, losses, costs and expenses arising out of inherent defects in products or reliance upon a warranty or representation made in respect of the products.*
  - 11. This insurance shall not include liabilities, losses costs and expenses caused by or arising in connection with the processing or manufacturing of cargo.*

**Cargo Owner/Trader Extension Cover (in respect of cargo carried (i) on an entered ship, (ii) on a non-entered ship)**

**A General Terms and Conditions of Cover**

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions of the Club, the cover afforded to the above-named Assured in his capacity as an owner of cargo carried on a ship includes the risks set out in (B) below but subject always to (C) below.*

**B Risks Covered**

*Cargo Owners' Legal Liability in respect of cargo carried on an entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions of the Club, this insurance covers liabilities, losses, costs or expenses in respect of risks set out in Clause 2 of the Charterers Terms & Conditions, incurred by the Assured, in respect of his owning interest in cargo being or having been carried on a ship entered in the Club, or during customary lighterage of the cargo to or from such ship.*

*Cargo Owners' Legal Liability in respect of cargo carried on a non-entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, this insurance covers liabilities, losses, costs or expenses in respect of risks set out in Clause 2 of the Charterers Terms & Conditions, incurred by the Assured, in respect of his owning interest in cargo being or having been carried on a ship not entered in the Club, or during customary lighterage of the cargo to or from such ship.*

**C Other Terms and Conditions**

- 1. For the purpose of this insurance, "Cargo Owner" shall include buyer, seller, or holder of the Bill of Lading.*
- 2. The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*
- 3. When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the compensation payable under this insurance an amount corresponding to the benefit obtained.*
- 4. This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover as set out in Clause 2 in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*

5. *This insurance excludes liabilities, losses, costs and expenses in respect of damage to or loss or reduced value of cargo arising as a consequence of a condition, quality or specification of the cargo which existed prior to the cargo being accepted for carriage or which was caused by treatment or processing, including blending, of cargo other than treatment necessary for transportation.*
6. *This insurance excludes any liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*
7. *This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*
8. *This insurance excludes liabilities, losses, costs and expenses in respect of personal injury, illness or death of any person of which the Assured has not submitted a notice of claim to the Club within five years from the expiry of the policy year in which the event giving rise to a claim occurred.*
9. *The Club shall determine in its discretion in respect of the cover provided by this insurance when the event shall be deemed to have occurred and whether liabilities, losses, costs and expenses covered under this insurance in whole or in part shall be deemed to have arisen out of one or several events.*
10. *This insurance excludes liabilities, losses, costs and expenses arising out of inherent defects in products or reliance upon a warranty or representation made in respect of the products.*
11. *This insurance shall not include liabilities, losses costs and expenses caused by or arising in connection with the processing or manufacturing of cargo.*

**Cargo Owner/Trader Extension Cover (in respect of (i) cargo carried on an entered ship, (ii) cargo carried on a non-entered ship, or (iii) cargo off ship)**

*A General Terms and Conditions of Cover*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions of the Club, the cover afforded to the above-named Assured in his capacity as an owner of cargo carried on a ship includes the risks set out in (B) below but subject always to (C) below.*

*B Risks Covered*

*Cargo Owners' Legal Liability in respect of cargo carried on an entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, this insurance covers liabilities, losses, costs or expenses in respect of risks set out in Clause 2 of the Charterers Terms & Conditions, incurred by the Assured, in respect of his owning interest in cargo being or having been*

*carried on a ship entered in the Club, or during customary lighterage of the cargo to or from such ship..*

*Cargo Owners' Legal Liability in respect of cargo carried on a non-entered ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions of the Club, this insurance covers liabilities, losses, costs or expenses in respect of risks set out in Clause 2 of the Charterers Terms & Conditions of the Club, incurred by the Assured, in respect of his owning interest in cargo being or having been carried on a ship not entered in the Club, or during customary lighterage of the cargo to or from such ship.*

*Cargo Owners' Legal Liability in respect of cargo off ship:*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions of the Club, this insurance covers liabilities, losses, costs and expenses in respect of risks set out in Clause 2 (except Clause 2, Section 1) of the Charterers Terms & Conditions of the Club, incurred by the Assured, in his capacity as cargo owner of cargo transported between the ship and the first or last land-based storage tank, provided that:*

- i. in respect of the Assured's liabilities for death, personal injury or illness, cover is conditional upon the Assured submitting a written notice of claim to the Club within five years from the expiry of the policy year in which the event giving rise to the claim occurred;*
- ii. in respect of the Assured's liabilities arising in consequence of the discharge or escape of such cargo while so transported from any source other than the ship, or the threat of such escape or discharge, cover is subject to the following requirements:*
  - a) The escape is sudden, unintended and unexpected, and*
  - b) The Assured has submitted a written notice of a claim to the Club within one year from the expiry of the policy year in which the event giving rise to the claim occurred.*

**C Other Terms and Conditions**

- 1. For the purpose of this insurance, "Cargo Owner" shall include buyer, seller, or holder of the Bill of Lading.*
- 2. The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*
- 3. When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the compensation payable under this insurance an amount corresponding to the benefit obtained.*
- 5. This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover as set out in Clause 2 in*

- accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
6. *This insurance excludes liabilities, losses, costs and expenses in respect of damage to or loss or reduced value of cargo arising as a consequence of a condition, quality or specification of the cargo which existed prior to the cargo being accepted for carriage or which was caused by treatment or processing, including blending, of cargo other than treatment necessary for transportation.*
  7. *This insurance excludes any liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*
  8. *This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*
  9. *This insurance excludes liabilities, losses, costs and expenses in respect of personal injury, illness or death of any person of which the Assured has not submitted a notice of claim to the Club within five years from the expiry of the policy year in which the event giving rise to a claim occurred.*
  10. *The Club shall determine in its discretion in respect of the cover provided by this insurance when the event shall be deemed to have occurred and whether liabilities, losses, costs and expenses covered under this insurance in whole or in part shall be deemed to have arisen out of one or several events.*
  11. *This insurance excludes liabilities, losses, costs and expenses arising out of inherent defects in products or reliance upon a warranty or representation made in respect of the products.*
  12. *This insurance shall not include liabilities, losses costs and expenses caused by or arising in connection with the processing or manufacturing of cargo.*

**Extension of Cover to NVOCC**

*A General Terms and Conditions of Cover*

*Pursuant and subject to Clause 4 of the Charterers Terms & Conditions, the cover afforded to the above-named Assured in his capacity as Charterer in respect of the entered ship includes the risks set out in (B) below but subject always to (C) below.*

*B Risks Covered*

*This insurance includes Assured's liability incurred in his capacity as an NVOCC (Non-vessel operating common carrier) in respect of cargoes loaded under the Assured's approved bill of lading on ships not owned or chartered by the Assured.*

## Appendix I (continued)

### C Other Terms and Conditions

1. *The Assured's right of recovery is restricted to the amount to which the Assured may limit liability pursuant to any applicable law, provided always that the maximum recovery under this insurance is limited in accordance with deductibles and limits set out in the certificate of entry.*
2. *When the Assured, as a result of an event for which he is covered under this insurance has obtained extra revenue, saved costs or expenses or avoided liability or loss which would otherwise have been incurred and which would not have been covered under this insurance, the Club may deduct from the compensation payable under this insurance an amount corresponding to the benefit obtained.*
3. *This insurance excludes any liabilities, losses, costs and expenses insurable under the Assured's standard cover in the Club in accordance with the Charterers Terms & Conditions current at the time of the event from which such liability, loss or damage arises.*
4. *This insurance excludes liabilities, losses, costs or expenses which are covered by any public or private insurance required by any applicable legislation, or which would have been covered if such insurance had been taken out.*
5. *This insurance excludes claims by or against the Assured relating to demurrage on, detention of or delay to the entered ship, unless such demurrage, detention or delay forms part of a claim resulting from liabilities in respect of physical loss of or damage in respect of cargo.*
6. *This insurance excludes general monetary loss, loss of time, loss through price or currency fluctuations, loss of market or similar losses howsoever caused.*
7. *This insurance excludes loss of or damage to the entered ship or any part thereof.*
8. *This insurance excludes, notwithstanding any terms and conditions to the contrary, liabilities, costs and expenses arising out of the issuance of a Bill of Lading, Waybill or other document containing or evidencing a contract of carriage of steel products of any type whatsoever, where it is known or ought to have been known by the Assured or his agent to contain an incorrect description of the cargo or its quantity or its condition.*
9. *This insurance excludes claims by or against the Assured relating to loss of freight or hire on the ship or any proportion thereof unless the freight or hire forms part of a claim for liabilities in respect of cargo.*
10. *The Club shall determine in its discretion in respect of the cover provided by this insurance when the event shall be deemed to have occurred and whether liabilities, losses, costs or expenses covered under this insurance in whole or in part shall be deemed to have arisen out of one or several events.*



### **Offshore Additional Insurances (Pursuant to Clause 4)**

Pursuant to Clause 4, additional covers relating to offshore specialist operations and related risks may be provided where contractually agreed, as set out in the following sections:

- *Offshore Specialist Operations*
- *Offshore Underwater Operations*
- *Offshore Supply/Towing and Others*

The terms and conditions which the Managers will normally require are set out in a separate document – Offshore/Specialist Operations Additional Covers (relating to CTC) – available from the Managers.

## Appendix III

### Regulations (pursuant to Clause 5U)

#### Nickel Ore Clause

- a) An Assured who intends to load any nickel ore cargoes from ports in Indonesia or the Philippines must provide advance notice to the Managers as early as possible before loading. Such notice shall be in writing to the Managers and shall include the following information where possible:
  - ship name
  - port/anchorage of loading and estimated time of arrival
  - date of intended loading
  - sub-charterer and/or shipper's details
  - agent's details
  - a copy of the shipper's cargo declaration and supporting certificates
  
- b) The Managers may, at their discretion, require that a survey of the cargo be conducted on behalf of the Assured to determine the condition of such cargo before loading is allowed to commence which survey may be continued into loading operations.
  
- c) Unless the Club in its discretion otherwise determines, there shall be no recovery from the Club in respect of liabilities, losses, costs or expenses to the extent that such liabilities, losses, costs or expenses result from events relating directly or indirectly to the condition of the cargo where the above specified written notice has not been provided in advance of the loading of the cargo, or where any subsequent requirement or recommendation of the Managers in relation to the cargo has not been complied with.

# Essential Club Information Online

## **UK Club ships & your claims contacts**

Identify the appropriate UK Club contact for a ship by using the UK Club's list of ships published on [www.ukpandi.com](http://www.ukpandi.com).

The 'Ship Finder' option on the home page will locate an entered ship record listing its essential details including its primary claims handling team.

## **Latest Updates emails**

The Club sends a weekly update email providing all the latest information and industry news. Direct to your inbox are the latest issued circulars, advisories and loss prevention bulletins. To subscribe to this email update visit the Club website and select 'Sign up for our weekly email updates' from the home page.

## **Circulars & advisories**

Many Club circulars and advisories are only sent electronically to ensure speedy advice. All circulars are incorporated in our Latest Update emails. The most recent circulars are listed on the website home page under 'Latest Circulars'.

## **Thomas Miller Connect - delivering 24/7 access to claims & underwriting data**

The UK P&I Club in conjunction with the TT Club and UK Defence Club has launched an online services platform to enhance online services and data access for members and their brokers. The bespoke online portal offers members and their brokers significantly enhanced online services with access to essential data 24/7 from any device or phone.

The new platform is packed full of features designed to take the hassle out of managing your insurance

- Thomas Miller Connect is safe & secure.
- 24/7 Access to all insurance documentation.
- View & manage your insurance in one place with quick access to policy documentation to payments and debit notes. Links to essential documentation.
- Check Premium and Contra balances online
- Download claims records direct from the system to multiple file formats.
- Completed and submit application forms for Bluecards or MLC online

Your usual underwriting contact will facilitate access to the platform.

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