



1 February 2025

CHARTERERS' CSL COVER - SUMMARY OF CHANGES

The following amendments have been made to the Charterers' CSL Cover Terms & Conditions, reflected in the updated version (February 2025) and to the Certificates of Insurance, which shall apply to new or renewing business from 20 February 2025.

Additional text is marked here in bold and deletions in strikethrough.

Cargo - [Section I Clause I]

The amendment clarifies the cover available for disposal costs of abandoned cargo.

<p>II</p>	<p>Cargo:</p> <ul style="list-style-type: none"> Loss, shortage, damage or other responsibility Additional costs incurred by the Assured in discharging or disposing of damaged or worthless cargo Costs of discharging, reloading and re-stowing cargo Contracts of through carriage 	<p>1 Cargo</p> <p>Liabilities, losses, costs and expenses in respect of cargo intended to be or being or having been carried in the Chartered Ship, extending from the time of receipt for shipment until final delivery arising out of a breach of the Assured's obligations or duties as a carrier properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo or out of the unseaworthiness or unfitness of the Chartered Ship, as below</p> <p>(...)</p> <p>1.3.2 the additional costs (over and above those which would have been incurred in any event under the contract of carriage) incurred by the Assured</p> <p>(i) in discharging or disposing of damaged or worthless cargo, originally loaded in sound condition but only to the extent the Assured both has to incur such costs to enable the Chartered Ship to complete discharge and continue trading;</p> <p>(ii) in discharging, reloading and re-stowing cargo</p>
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		<p>necessarily incurred to continue the safe prosecution of the voyage</p> <p>(iii) in disposing of cargo which has been not collected by the cargo interests from the port of discharge (but excluding storage charges incurred prior to written notice to the Association of the failure to collect the cargo);</p> <p>PROVIDED that there shall only be a recovery under Clause 1.3.2 (i), (ii) or (iii) to the extent that such costs are not excluded under Section IV Clause C.1 and the Assured has no right to recover such costs from any other person by way of general average or otherwise and to the extent that such costs exceed the proceeds of any applicable sale of the cargo</p>
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Cargo (continued) - Electronic Bills of lading [Section I Clause I]

The proposed amendment in sub- Clause 2.14 adopts the definition in the Pooling Agreement of which electronic trading systems shall be deemed approved by the Association.]

	<p>Exclusions</p> <p>(...)</p> <ul style="list-style-type: none"> • Use of any non-approved electronic trading system 	<p>2 PROVIDED that there shall be no recovery:</p> <p>(...)</p> <p>2.14 in respect of any liabilities, losses, costs and expenses arising from the use of any electronic trading system, other than an electronic trading system approved by the Association, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Association in its sole discretion determines) have arisen under a paper trading system. For the purposes of this Clause 2.14:</p> <p>2.14.1 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:</p> <p>2.14.1.1 are documents of title, or</p> <p>2.14.1.2 entitle the holder to delivery or possession of the goods referred to in such documents, or</p> <p>2.14.1.3 evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party.</p> <p>2.14.2 a "document" shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically generated information.</p>
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		<p>2.14.3 An electronic trading system shall be deemed approved, provided:</p> <p>2.14.3.1 it is a reliable system in accordance with the Electronic Trade Documents Act 2023 of the United Kingdom or UNCITRAL's Model Law on Electronic Transferable Records and the reliability of that system is evidenced by:</p> <p>(a) an audit by an independent body; or</p> <p>(b) a declaration by a supervisory, regulatory or accreditation body or applicable voluntary scheme; or</p> <p>(c) applicable industry standards; and</p> <p>2.14.3.2 any electronic document generated thereunder, which performs the functions specified in clause 2.14.1, has the same effect under its applicable law as a paper document performing those functions</p> <p>(...)</p>
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Fines - Pollution liabilities [Section I Clause L]

The amendment clarifies where an escape or discharge of a pollutant is accidental for the purpose of cover for Pollution fines.

I L	<p>Fines:</p> <ul style="list-style-type: none"> Fines imposed by any court, tribunal or authority All other fines as the Association shall determine 	<p>1 Fines</p> <p>1.1 Fines imposed by any court, tribunal or authority upon the Assured (or upon a third party whom the Assured is legally obliged to reimburse) in respect of the Chartered Ship for or in respect of:</p> <p>(...)</p> <p>1.1.3 the accidental discharge or escape of oil or any polluting substance or threat thereof, but as regards oil only where the Chartered Ship is covered for pollution risks under Clause E <i>Pollution</i>. An escape or discharge is accidental for the purpose of this Clause, if it is not the proximate result of an act or omission done with intent to discharge any substance from the Chartered Ship or a reckless act or omission done (irrespective of intent) with knowledge that an escape or discharge from the Chartered Ship would probably result</p> <p>(...)_</p>
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Sue & Labour costs – cover requirements [Section I Clause O]

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The amendment clarifies the requirements for cover of Sue and Labour.

<p>I O</p>	<p>Sue and Labour and Legal Costs</p>	<p>1 Sue and Labour and Legal Costs 1.1 Extraordinary costs and expenses reasonably (other than under Clause N <i>Special Direction of the Members' Committee</i>) incurred after any casualty, event or matter for the sole purpose of avoiding or minimising any liabilities, costs or expenses against which the Assured is insured under these terms and conditions, but only to the extent either that such extraordinary costs and expenses have been incurred with the approval of the Association or that the Members' Committee in its sole discretion shall determine that the same should be recovered.</p>
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Excluded Operations [Section II A clause 1]

The amendment in subclause 1.1 clarifies the cover available for damage to heavy lift cargo. The amendment in subclause 1.3 clarifies that the cover afforded for crew, wreck removal and pollution liabilities applies to all specialist operations listed in subclause 1.3

<p>II A</p>	<p>Excluded Operations</p> <ul style="list-style-type: none"> • Operation of Semi-Submersible Heavy Lift Ships • Specialist Operations • (...) 	<p>1 Excluded Operations Unless previously agreed in writing by a special agreement between the Assured and the Association there shall be no recovery in respect of liabilities, losses, costs and expenses:</p> <p>1.1 Operation of Semi-Submersible Heavy Lift Ships arising from the operation of a semi-submersible heavy lift Chartered Ship or other Chartered Ship designed exclusively for the carriage of heavy lift cargo where the claim is in respect of the loss of or damage to the cargo, arises in connection with the cargo—or, notwithstanding Section I Clause H 1.1, the wreck removal of that cargo, save to the extent such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the Association.</p> <p>(...)</p> <p>1.3 Specialist Operations incurred by an Assured during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, mining, depositing of spoil, power generation, decommissioning and such other operations as the Association may from time to time determine in writing to the extent that such liabilities, costs and expenses arise as a consequence of:</p> <p>1.3.1 claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations;</p> <p>1.3.2 the failure to perform such specialist operations by the Assured or the fitness for purpose and quality of the</p>
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		<p>Assured's work, products or services, including any deficiency in the Assured's work, products or services;</p> <p>1.3.3 any loss of or damage to the contract work;</p> <p>1.3.4 PROVIDED that the exclusions in Clause 1.3 shall not apply to liabilities, losses, costs and expenses incurred by the Assured in respect of loss of life, injury or illness of Seafarers and other personnel on board the Chartered Ship, and the removal of the wreck of the Chartered Ship, the discharge or escape of oil from the Chartered Ship or the threat thereof; but only to the extent that such liabilities, losses, costs and expenses are covered elsewhere in accordance with these terms and conditions.</p> <p>(...)</p>
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Extensions - Charterers Bunkers [Section III Clause C]

The amendment clarifies the cover afforded under clause 2 of the Institute Bulk Oil clause and 1/2/83 (CL723) corresponds with the standard cover in Section I of the Terms & Conditions.

III C	Charterers' Bunkers	<p>1 Charterers' Bunkers</p> <p>This insurance is to indemnify the Assured in respect of loss of or damage to bunkers belonging to the Assured on board the Chartered Ship subject to the following additional terms, conditions, warranties and exclusions:</p> <p>1.1 Institute Bulk Oil Clauses 1/2/83 (CL. 273 Clause 2 deleted with the cover afforded under clause 2 for GA, Salvage and Salvage charges to be without prejudice to the standard cover afforded under Section I A Clause 2.1 of these terms & conditions;</p> <p>1.2 Institute War and Strikes Clauses Hulls – Time 1/11/95 (CL. 281) <i>Clause 5.2 deleted;</i></p> <p>1.3 Institute Malicious Damage Clause 1/8/82 (CL. 266) <i>the term 'In consideration of an additional premium,' deleted;</i></p> <p>1.4 Average not to apply</p> <p>1.5 In the event of actual total loss of the Chartered Ship and bunkers, the sum payable shall be the value of bunkers on the Chartered Ship when leaving the last port of call.</p>
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General Terms & Conditions - Cover for Collision Liability [Section IV A Clause 6]

The amendment clarifies that the 3/4 collision liability cover included as part of the Chartered Ship's deemed Hull cover does not apply if the Association has agreed to cover collision liabilities on a 4/4 basis.

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IV A		<p>1 Hull Insurance</p> <p>Subject to this Clause A 7, for the purposes of this insurance a Ship shall be deemed to be insured throughout the period of cover on terms no narrower than a customary Lloyd's Policy Form incorporating the <i>Institute Time Clauses – Hulls 01/10/83</i> (including $\frac{3}{4}$ths Collision Liability unless the Association has agreed to cover four-fourths of such liability) for such value as the Members' Committee in its sole discretion may determine as representing at the relevant time the Ship's full market value, free of commitment.</p>
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Communicable Disease & Declared Communicable Disease Exclusion – [Section IV C clause 4]

The amendment clarifies that cover for the Communicable Diseases listed in Clause 4.1 is excluded irrespective of whether they are a Declared Communicable Disease

IV C		<p>4 Communicable Disease & Declared Communicable Disease Exclusion</p> <p>4.1 No coverage shall in any event be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the below scheduled Communicable Disease(s):</p> <ul style="list-style-type: none"> (i) COVID-19; and (ii) SARS-CoV-2; and (iii) any mutation or variation of SARS-CoV-2. <p>4.2 No coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.</p> <p>4.3 The exclusion in Clause 4.2 will not apply to any liability otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.</p> <p>4.4 However even if the requirements of Clause 4.2 are met, no coverage will be provided under this insurance for any:</p> <ul style="list-style-type: none"> 4.4.1 liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Communicable Disease(s) scheduled in Clause 4.1 or Declared Communicable Disease whether the measures are preventative or remedial;
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		<p>4.4.2 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 the Communicable Disease(s) scheduled in Clause 4.1 or Declared Communicable Disease;</p> <p>4.4.3 loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Communicable Disease(s) scheduled in Clause 4.1 or Declared Communicable Disease</p> <p>4.5 The exclusion in Clause 4.2 will not apply to any loss, damage, liability, cost or expense otherwise covered under this insurance up to a maximum of USD 1 Million (inclusive of fees, costs and expenses) in the aggregate any one accident or occurrence (or series of accidents or occurrences arising out of one event).</p>
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General Terms & Conditions Jurisdiction & Law [Section IV E Clause 11]

The new sub clause 11.5 serves to protect the Association, insofar as possible, against state immunity type defences.

IV E	Jurisdiction & law	<p>11.5 To the extent that the Assured may be entitled in any jurisdiction to benefit from any immunity to jurisdiction or execution (whether characterised as sovereign immunity, act of state or otherwise) for itself or any of its assets in respect of its obligations under this insurance, including any Sums Due, the Assured by entering into this insurance has agreed to waive such immunity to the fullest extent permitted by the laws of such jurisdiction.</p>
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Definitions [Section IV Clause E]

The amendment reflects the introduction a definition of Seafarer and the use of gender-neutral terminology in the covers provided by the Association in general. This includes replacing current references to the Assured as "he", "him", "his" or "her" with expressions like "the Assured", "the Assured's", "its" or "their".

IV E		<p>5 Definitions</p> <p>Unless the context requires otherwise where the following terms appear within these terms and conditions, they shall have the following meanings:</p> <p>(...)</p> <p>Seafarer</p> <p>Means any person who, as part of the Chartered Ship's complement, is contractually obliged to serve on board of</p>
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		<p style="text-align: center;">the Chartered Ship;</p> <p>(...)</p> <p>In addition, within these terms and conditions, 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 individuals, corporations, partnerships and firms (whether or not having a separate legal personality); headings are for convenience only and shall not affect the interpretation of these terms and conditions; and in the event of any conflict between the English text of these terms and conditions and any text thereof written in any other language the English text shall prevail.</p>
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Certificates of Insurance

The following additional clauses (shown in italics) and amendments to existing clauses (shown underlined) have been made:

Compliance with International Navigating Limits

It is a condition precedent to the Association's liability hereunder that all Chartered Ships when trading outside Institute Warranty Limits (IWL), International Navigating Limits (INL) or similar trading limits, have appropriate Ice Class and engine output for the intended voyage and always in accordance with any limits imposed by the relevant port authorities.

Compliance with IMO codes.

It is a condition precedent to the Association's liability hereunder that all cargoes a) are loaded, stowed and carried strictly and in full accordance with IMO codes and regulations (latest versions), b) are approved under the charterparty and c) in case of dangerous cargo (if not excluded otherwise under this contract of insurance), are carried with the knowledge and consent of Master and/or Owners, and approved under the charter party.

Sanctions - cargo STS operations with tankers.

It is a condition precedent for any liability hereunder that the Chartered Ship is not involved in "ship to ship" cargo operations with ships that belong to the Dark Fleet (or which have received cargo from such ship(s)).

"Dark Fleet" includes any ship which at the material time has no known P&I insurer or a P&I insurer which is not part of the International Group of P&I Clubs (unless such insurer is for the operation prior approved by the Association).

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Damage to Hull - cover for all other bunker related liabilities.

All other bunker related liabilities incurred by the Assured in respect of the Chartered Ship, including but not limited to liability to pay hire for the time used in respect of and costs and expenses reasonably and necessarily incurred in (i) determining whether the bunkers are fit to be consumed by the Chartered Ship and/or ~~in~~ (ii) the removal, disposal and replacement of bunkers if they are found to be unfit and/or (iii) cleaning of the Chartered Ship's engines, tanks, pipelines and/or other similar affected areas.

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