



15 February 2023

CHARTERERS' CSL COVER TERMS & CONDITIONS – VERSION 6.01 – (FEBRUARY 2023)

The following amendments have been made to the Charterers' CSL Cover Terms & Conditions, reflected in the updated Version 6.01, which shall apply to new or renewing business from 20 February 2023.

A further version will be released during the policy year with changes to the format and numbering of the Clauses but these changes will not change the cover afforded.

The amendments in Section 1.3.2 and Section 1.3.3 clarify the extent of cover available for additional cargo handling costs and expenses.

Quarantine [Section I Clause B 13]

Drawing from the experience of the recent pandemic, the amendments clarify the scope of the cover available for additional costs and the net loss to the Assured following an outbreak on board, as well as the exclusions applicable to operational expenses.

Property not on board the Insured Ship [Section I Clause D 1]

The amendment aligns the cover under this Clause with that under Section 1 Clause B 13.

Towage [Section I Clause F 1 & F2]

The list of contracts which are deemed acceptable is extended to include Bimco SUPPLYTIME terms.

The minimum requirements for a towage contract to be accepted by the Association on knock for knock terms have been simplified. As a result, for a contract to be so accepted, there is no longer

The London P&I Club is the trading name of The London Steam-Ship Owners' Mutual Insurance Association Limited and its subsidiary The London P&I Insurance Company (Europe) Limited.

The London Steam-Ship Owners' Mutual Insurance Association Limited. Registered in England No 10341.

Registered Office: 50 Leaman Street, London, E1 8HQ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The London P&I Insurance Company (Europe) Limited, a private limited liability company registered in Cyprus, No HE410091.

Registered Office: Esperidon 5, 4th Floor, Strovolos, 2001, Nicosia. Supervised by the Superintendent of Insurance. Insurance licence No 183.



CHARTERERS' CSL COVER

TERMS & CONDITIONS – VERSION 6.01 – (FEBRUARY 2023)

a requirement that liabilities for loss of life and personal injury on the ships of the parties be allocated on a knock for knock basis.

Cargo [Section I Clause I 1]

The amendments in section 1.1 and 1.2 clarify the existing cover for the Assured's liability under the InterClub Agreement or other cargo responsibility provisions under materially unamended standard form of charters.

Sue & Labour [Section I Clause 0]

The amendments clarify the scope of cover afforded and the Assured's duty to account.

Exclusion of certain specialist risks [Section II Clause A]

Mining at sea has been added to the list of excluded specialist operations.

P&I War Risks extension [Section III Clause A]

The changes imposed by the Association's re-insurers during the 22/23 Policy Year and implemented by way of the Association's Circular dated 23 December 2022 have been incorporated in the cover terms. The changes involve a shortened notice period of 72 hours for cancelling the extension and the extension excluding war risks relating to the Russian-Ukrainian conflict.

Duty of Disclosure [Section IV Clause A 1]

The Associations' rights in case of a material change in the risks insured for an Assured during the Policy year now expressly include the option to exclude cover to the extent a claim was caused or increased by such material change

Right to Recover and Subrogation [Section IV Clause A 4]

The amendments reflect existing practice for the allocation of recoveries from third parties between the Assured and the Association, and for the application of deductibles when a single incident gives rise to a number of claims with different deductibles.

Conduct [Section IV Clause A 9]

The amendments clarify that compliance with Obligations of the Assured under this Clause are conditions precedent to the right of recovery.

Unreasonable conduct [Section IV clause A 10]

The amendments clarify the respective responsibilities and authority of the Assured and the Association with regard to the exclusion under this Clause.

The London P&I Club is the trading name of The London Steam-Ship Owners' Mutual Insurance Association Limited and its subsidiary The London P&I Insurance Company (Europe) Limited.

The London Steam-Ship Owners' Mutual Insurance Association Limited. Registered in England No 10341.

Registered Office: 50 Leaman Street, London, E1 8HQ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The London P&I Insurance Company (Europe) Limited, a private limited liability company registered in Cyprus, No HE410091.

Registered Office: Esperidon 5, 4th Floor, Strovolos, 2001, Nicosia. Supervised by the Superintendent of Insurance. Insurance licence No 183.



CHARTERERS' CSL COVER

TERMS & CONDITIONS – VERSION 6.01 – (FEBRUARY 2023)

Amendments of Terms & Conditions [Section IV Clause A 11]

Amendments of the Term & Conditions may now be made during the Policy Year if there occurs or may occur a material change in the risks to the Association, in addition to those resulting from the implementation of sanctions & other prohibitions.

Reinsurances [Section IV Clause A 13]

In a scenario where the Association discharges a liability of the Assured and there is a shortfall in recovery from its reinsurers due to sanctions, the Association may now seek an indemnity from the Assured to the extent of such shortfall.

Excluded Risks [Section IV Clause C 1.5]

The amendments in Clause 1.5 clarify the extent of cover available for additional cargo handling costs and expenses.

Illegal, Hazardous & Improper Adventures [Section IV Clause C 2]

The amendments clarify the respective responsibilities and authority of the Assured and the Association with regard to the exclusions under this Clause.

Obligations of the Assured in respect of Claims [Section IV Clause D 1 & Clause D3.2]

The amendments clarify that compliance with Obligations of the Assured under this Clause are conditions precedent to the right of recovery.

Settlement of Claims [Section IV Clause D 4.4]

The amendments in Clause D 4.4 clarify the claims settlements in respect of which the Association's Members' Committee and Managers may take decisions.

Contract Continuity [Section IV Clause E 16]

The provisions around how Brexit applies to the cover have been updated.

The London P&I Club is the trading name of The London Steam-Ship Owners' Mutual Insurance Association Limited and its subsidiary The London P&I Insurance Company (Europe) Limited.

The London Steam-Ship Owners' Mutual Insurance Association Limited. Registered in England No 10341.

Registered Office: 50 Leaman Street, London, E1 8HQ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The London P&I Insurance Company (Europe) Limited, a private limited liability company registered in Cyprus, No HE410091.

Registered Office: Esperidon 5, 4th Floor, Strovolos, 2001, Nicosia. Supervised by the Superintendent of Insurance. Insurance licence No 183.

