



**The
London
P&I Club**

CHARTERERS' CSL COVER

TERMS & CONDITIONS

VERSION 2.01 (FEBRUARY 2019)

**PROMPT NOTICE OF ANY CLAIM OR CIRCUMSTANCES THAT MIGHT GIVE RISE TO A CLAIM SHOULD BE GIVEN TO
THE MANAGERS, A. BILBROUGH & Co. LTD**

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|  | <p>It is in the nature of the exposures which a charterer faces and the risks to which the charterer is subject that claims can arise either directly against the charterer or indirectly as a claim against another party with an interest in the ship and/or the cargo carried on board the ship – typically the shipowner. The heads of cover and detailed clauses which follow in Sections I and II below should therefore be construed as covering one or other of these scenarios and, in many instances, both.</p> | |
| <p>I A</p> | <p>Liability to and in respect of the Chartered Ship:</p> <ul style="list-style-type: none"> • Physical loss of or damage to the Chartered Ship • General Average, Salvage, and Salvage Charges • Costs of averting or minimising loss • Loss of Employment of the Chartered Ship • Costs and expenses <p>Assured's interests:</p> <ul style="list-style-type: none"> • General Average, Salvage, and Salvage Charges • Costs of averting or minimising loss | <p>1 Liability to and in respect of the Chartered Ship Liabilities, losses, costs and expenses incurred by the Assured:</p> <p>1.1 Physical loss of or damage to the Chartered Ship in respect of the Assured's liability to owners and/or disponent owners and/or other parties with an interest in the Chartered Ship (hereafter referred to as "owners") for physical damage to and/or loss of the Chartered Ship and/or its equipment and/or outfit and/or stores and/or supplies;</p> <p>1.2 General Average, Salvage and Salvage Charges in respect of the Assured's liability to owners for the Chartered Ship's proportion of:</p> <p>1.2.1 salvage; and/or</p> <p>1.2.2 salvage charges; and/or</p> <p>1.2.3 general average as stated in the general average adjustment or as determined by a court, competent tribunal or independent adjuster appointed by the Association or as otherwise agreed;</p> <p>1.3 Costs of averting or minimising loss in respect of the Assured's liability to owners for extraordinary costs and expenses reasonably incurred for the purpose of averting and/or minimising physical damage to and/or loss of the Chartered Ship and/or its equipment and/or outfit and/or stores and/or supplies;</p> <p>1.4 Loss of Employment of the Chartered Ship in respect of the Assured's liability to owners for demurrage and/or loss of use and/or hire of the Chartered Ship and/or any similar financial loss:</p> <p>1.4.1 arising out of an incident for which the Assured is responsible and in respect of which the Assured incurs, as a direct consequence of that incident,</p> |

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| | <p>Liability for strikes etc. risks:</p> <ul style="list-style-type: none"> • Strikes, Riots, Civil Commotion • Persons acting Maliciously or from a Political Motive • Confiscation and Expropriation <p>Assured's own costs:</p> <ul style="list-style-type: none"> • Costs of averting or minimising loss • Surveyors' fees, engineers' fees, experts' fees and legal fees | <p>liabilities, losses, costs and expenses indemnified under this Clause A 1.1 to 1.3; and/or</p> <p>1.4.2 arising out of an incident for which the Assured is responsible and in respect of which the Assured incurs, as a direct consequence of that incident, a liability to owners otherwise than in this Clause A 1.4.1;</p> <p><i>The purpose of this Clause A 1.4.2 is to indemnify the Assured for the owner's loss of use and/or loss of hire following an incident for which the Assured is ultimately found liable which renders the Chartered Ship unavailable for use and/or hire, notwithstanding that there is no claim from the owner that falls to be indemnified under this Clause A 1.1 to 1.3. For the purposes of this this Clause A 1.4 an incident should be understood to mean an occurrence and/or event which would otherwise give rise to a claim under this Clause A 1.1 to 1.3;</i></p> <p>1.5 Costs and expenses in respect of the Assured's liability to owners for surveyors' fees and disbursements and/or engineers' fees and disbursements and/or other experts' fees and disbursements and/or legal fees and disbursements and/or similar expenditure arising out of this Clause A 1.1 to 1.4.</p> <p>2 Assured's interests Liabilities, losses, costs and expenses incurred by the Assured:</p> <p>2.1 General Average, Salvage and Salvage Charges in respect of the Assured's contribution to general average and/or salvage and/or salvage charges in respect of the Assured's interest in bunkers and/or other property (excluding cargo and/or containers) and/or hire and/or freight; and/or</p> <p>2.2 Costs of averting or minimising loss in respect of extraordinary costs and expenses reasonably incurred by the Assured for the purpose of averting and/or minimising physical damage to and/or loss of the Assured's interest in bunkers and/or other property (excluding cargo</p> |

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| | | <p>and/or containers) and/or hire and/or freight.</p> <p>3 Strikes, Malicious Acts, Confiscation etc. Liabilities, losses, costs and expenses incurred by the Assured as set out in this Clause A 1 and A 2 extended to include liabilities, losses, costs and expenses arising out of strikes, malicious acts and confiscation risks as defined below:</p> <p>3.1 Strikes, Riots, Civil Commotion strikers and/or locked-out workmen and/or persons taking part in labour disturbances and/or riots and/or civil commotions;</p> <p>3.2 Persons acting Maliciously or from a Political Motive any person acting maliciously and/or from a political motive;</p> <p>3.3 Confiscation and Expropriation confiscation and/or expropriation.</p> <p>4 Assured's costs and expenses Costs and expenses incurred by the Assured:</p> <p>4.1 Costs of averting or minimising loss extraordinary costs and expenses reasonably incurred for the purpose of averting and/or minimising liabilities, losses, costs and expenses otherwise covered by this Clause A 1 to A 3; and/or</p> <p>4.2 Costs and expenses surveyors' fees and disbursements and/or engineers' fees and disbursements and/or other experts' fees and disbursements and/or legal fees and disbursements and/or similar expenditure.</p> |
|  | <p>Exclusions: Indemnities</p> | <p>5 Indemnities exclusion In no event does this insurance indemnify the Assured for liabilities, losses, costs and expenses assumed expressly or impliedly under any form of indemnity or undertaking without the prior agreement of the Association.</p> |
| <p>I B</p> | <p>Liability to Persons:</p> <ul style="list-style-type: none"> Persons other than | <p>1 Persons other than Crewmembers, Persons engaged to handle cargo and Passengers Liability to pay damages or compensation for personal injury, illness or death of any person (other than a crewmember of the</p> |

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| | <p>Crewmembers, Persons engaged to handle cargo and Passengers</p> <ul style="list-style-type: none"> • Persons engaged to handle cargo • Passengers (persons holding passage tickets) • Injury and death – Crewmembers • Illness – Crewmembers • Wages and Shipwreck Unemployment Indemnity • Repatriation and Substitutes • Diversion • Spouses and Children • Stowaways, Deserters and Refugees • Life Salvage • Effects of Crewmembers and Others • Quarantine | <p>Chartered Ship, a person engaged to handle the cargo of the Chartered Ship or a passenger on board the Chartered Ship) and hospital, medical, funeral and other expenses necessarily incurred in relation to such injury, illness or death.</p> <p>2 Persons engaged to handle cargo</p> <p>Liability to pay damages or compensation for personal injury, illness or death of any person engaged to handle the cargo of the Chartered Ship, PROVIDED that:</p> <p>2.1 cover under this Clause B 2 is limited to liabilities arising out of a negligent act or omission on board or in relation to the Chartered Ship or in relation to the handling of its cargo from the time of receipt of that cargo from the shipper or pre-carrier at the port of shipment until delivery of that cargo to the consignee or onward carrier at the port of discharge;</p> <p>2.2 where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, such liability is not covered under this Clause B 1 to B 3 but may be recoverable under Clause F <i>Towage</i> or Clause G <i>Indemnities and Contracts for other Services</i>;</p> <p>2.3 where the liability is in respect of a person on another ship, and arises out of a collision between that ship and the Chartered Ship, such liability is not covered under this Clause B 1 to B 3 but may be recoverable under Clause C <i>Collisions with other ships</i>.</p> <p>3 Passengers (persons holding passage tickets)</p> <p>Liability to pay damages or compensation:</p> <p>3.1 for personal injury, illness or death of any passenger and hospital, medical or funeral expenses incurred in relation to such injury, illness or death;</p> <p>3.2 to or in respect of passengers on board the Chartered Ship arising as a consequence of a casualty to the Chartered Ship (<i>see this Clause B 3.8</i>), including the cost of forwarding passengers to destination or return to port of embarkation and of maintenance of passengers ashore;</p> <p>3.3 for loss of or damage to the effects of any passenger;</p> |

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| | | <p>PROVIDED that:</p> <p>3.4 the terms of the passage ticket or other contract between the passenger and the Assured have been approved by the Association in writing and cover for the liabilities set out in this Clause B 3 has been agreed between the Assured and the Association in writing on such terms as the Association may require;</p> <p>3.5 there shall be no recovery from the Association under this Clause B 3 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:</p> <p>3.5.1 during repatriation by air of injured or sick passengers or of passengers following a casualty to the Chartered Ship; or</p> <p>3.5.2 subject always to this Clause B 3.6, during an excursion from the Chartered Ship;</p> <p>3.6 there shall be no recovery from the Association in respect of the contractual liability of the Assured to a passenger while on an excursion from the Chartered Ship in circumstances where either:</p> <p>3.6.1 that contact has been separately entered into by the passenger for the excursion, whether or not with the Assured; or</p> <p>3.6.2 the Assured has waived any or all of the Assured's rights of recourse against any subcontractor or other third party in respect of the excursion;</p> <p>3.7 in the context of this Clause B 3.2, "casualty" shall mean an incident involving either:</p> <p>3.7.1 a collision, stranding, explosion, fire, or any other cause affecting the physical condition of the Chartered Ship so as to render it incapable of safe navigation to its intended destination; or</p> <p>3.7.2 a threat to the life, health or safety of passengers.</p> |

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| | | <p>4 Injury and Death – Crewmembers Liability to pay damages or compensation for personal injury or death of any crewmember of the Chartered Ship and hospital, medical, funeral and other expenses necessarily incurred in relation to such injury or death, including expenses of repatriating the crewmember and sending abroad and/or awaiting a substitute to replace the crewmember.</p> <p>5 Illness – Crewmembers Liability to pay damages or compensation for illness or industrial disease of a crewmember of the Chartered Ship and hospital, medical, funeral and other expenses necessarily incurred in relation to such illness or industrial disease including expenses of repatriating the crewmember and sending abroad and/or awaiting a substitute to replace the crewmember.</p> <p>6 Wages and Shipwreck Unemployment Indemnity</p> <p>6.1 Liability to pay wages to a crewmember of the Chartered Ship:</p> <p>6.1.1 during medical or hospital treatment abroad or during repatriation consequent upon injury or illness;</p> <p>6.1.2 in the case of a crewmember engaged abroad as a substitute, while awaiting and during repatriation.</p> <p>6.2 Liability to compensate a crewmember who is on board or proceeding to or from the Chartered Ship for the loss of the crewmember’s employment caused by the actual or constructive total loss of the Chartered Ship or to pay the crewmember’s wages in consequence of the actual or constructive total loss of the Chartered Ship.</p> <p>7 Repatriation and Substitutes The expense of repatriating a crewmember of the Chartered Ship in unforeseen circumstances and, where applicable, the expense of sending abroad and/or awaiting a substitute to replace the crewmember other than under this Clause B 4 or this Clause B 5 where the repatriation and/or substitution is necessary for the safety of the crew, Chartered Ship or its cargo.</p> <p>8 Diversion Expenses of diversion of the Chartered Ship to the extent that those expenses:</p> <p>8.1 represent the net loss to the Assured (over and above such expenses as would have been incurred but for the</p> |
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| | | <p>diversion) in respect of the cost of bunkers, insurance, wages, stores, provisions and port charges; and</p> <p>8.2 are reasonably incurred for the sole 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, refugees or persons saved at sea, or for the purposes of attempting to save life at sea.</p> <p>9 Spouses and Children</p> <p>9.1 Hospital, medical, funeral, repatriation and other expenses necessarily incurred in relation to the injury, illness or death of any crewmember's spouse or child travelling on board the Chartered Ship.</p> <p>9.2 Repatriation expenses of a spouse or child travelling on board the Chartered Ship in the event of the crewmember's repatriation or if the spouse's presence is necessarily required to attend a child who has become dangerously ill during the course of the voyage.</p> <p>10 Stowaways, Deserters and Refugees</p> <p>10.1 Expenses, other than under this Clause B 8, incurred by the Assured in discharging the Assured's obligations towards or making necessary arrangements for stowaways, deserters, refugees and persons saved at sea but only to the extent that the Assured is legally liable for them.</p> <p>10.2 The cost of employing shore watchmen approved by the Association, or the cost of maintaining crewmembers, stowaways or refugees ashore in safe custody, in circumstances where a detainment notice is served by the appropriate Authorities.</p> <p>11 Life Salvage</p> <p>11.1 Sums legally due to third parties who have saved or attempted to save the life of any person on the Chartered Ship;</p> <p>11.2 Such sums as the Assured shall have been legally required to pay to other ships which have stood-by or in any way assisted the Chartered Ship or persons on the Chartered Ship.</p> |

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| | | <p>12 Effects of Crewmembers and Others Liability for loss of or damage to the effects belonging to or in the charge of any crewmember, passenger or other person on board the Chartered Ship, PROVIDED that:</p> <p>12.1 there shall be no recovery in respect of cash, negotiable instruments, valuables or objects of a rare or precious nature including rare or precious metals or stones;</p> <p>12.2 there shall be no recovery in respect of 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 during repatriation by air of injured or sick passengers, or following a casualty to the Chartered Ship.</p> <p>13 Quarantine Additional expenses incurred by the Assured as a direct consequence of an outbreak of infectious disease on the Chartered Ship, including quarantine and disinfection expenses and the net loss to the Assured, over and above such expenses as would have been incurred but for such outbreak PROVIDED that</p> <p>13.1 unless the Members' Committee in its sole discretion shall otherwise determine, in the case of a Chartered Ship which is not already under contract, being ordered or chartered to proceed to a port where it is known or should be reasonably anticipated that the Chartered Ship will, as a result, be subject to quarantine there or elsewhere, there shall be no recovery of expenses arising at, or consequent upon the Chartered Ship having been at such port.</p> |
| I C | <p>Collision with other ships (RDC):</p> <ul style="list-style-type: none"> • Loss or damage to other ship • Delay to or loss of use of other ship | <p>1 Collision with other ships Liability to pay damages as a consequence of a collision between the Chartered Ship and any other ship to the extent that such liability arises out of:</p> <p>1.1 loss of or damage to any other ship or property on the other ship;</p> <p>1.2 delay to or loss of use of such other ship or property thereon;</p> |


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| | <ul style="list-style-type: none"> • Loss or damage to property on other ship • General average, salvage of other ship or property • Raising, removal, destruction, lighting or marking of obstructions, wrecks, cargoes • Real or personal property • Pollution or contamination of any real or personal property • Cargo or other property on the Chartered Ship or general average contributions, special charges or salvage paid by the owners of that cargo or property • Loss of life, personal injury or illness, | <p>1.3 general average of, salvage of, or salvage under contract of, any such other ship or property thereon;</p> <p>1.4 the raising, removal, destruction, lighting or marking of obstructions, wrecks, cargoes or any other thing;</p> <p>1.5 any real or personal property;</p> <p>1.6 pollution or contamination of any real or personal property, or the threat thereof;</p> <p>1.7 the cargo or other property on the Chartered Ship or general average contributions, special charges or salvage paid by the owners of that cargo or property;</p> <p>1.8 loss of life, personal injury or illness, repatriation or substitute expenses.</p> |

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| | repatriation or substitute expenses | |
| I D | <p>Property not on board the Chartered Ship (FFO):</p> <ul style="list-style-type: none"> Liability to pay damages or compensation for any loss of or damage to or loss of use of or infringement of rights in connection with any property whether on land or water and whether fixed or movable | <p>1 Property not on board the Chartered Ship</p> <p>Liability to pay damages or compensation for any loss of or damage to or loss of use of or infringement of rights in connection with any property whether on land or water and whether fixed or movable,</p> <p>1.1 PROVIDED that there shall be no recovery under this Clause D in respect of liability:</p> <p>1.1.1 arising under the terms of any contract or indemnity which would not have arisen but for those terms and for which recovery, if any, shall only be under Clause F <i>Towage</i> and Clause G <i>Indemnities and contracts for other services</i>;</p> <p>1.1.2 against which cover is available (or would have been available but for the operation of any proviso, warranty, condition, exception, deductible or other like term) under Clauses B 12 <i>Effects of Crewmembers and Others</i>, Clause C <i>Collision with other ships</i>, Clause E <i>Pollution</i>, Clause H <i>Wreck Removal</i>, Clause I <i>Cargo</i>, or Clause K <i>Property other than Cargo on board the Chartered Ship</i>.</p> <p>1.2 Where there would be a valid claim for damage to any property but for such property belonging to the Assured, the Assured shall nevertheless be entitled to recovery under this Clause D corresponding with the liability which the Assured would have incurred if such property had belonged to another person, subject to determination by the Members' Committee in its sole discretion of the appropriate law (including any right to limit liability) which shall be deemed to apply for the purpose of evaluating such notional liability, and in any event only for the excess of any amount recoverable by the Assured under any other insurance on the said property.</p> |


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| <p>I E</p> | <p>Pollution:</p> <ul style="list-style-type: none"> • Liability for loss, damage or contamination • Liability under agreement • Mitigation measures • Liability to pay compensation to salvor in respect of work done or measures taken to prevent or minimise pollution | <p>1 Pollution</p> <p>Liabilities, losses, costs and expenses to the extent that they are the result of the discharge or escape from the Chartered Ship of oil or any other polluting substance, or the threat of such discharge or escape:</p> <p>1.1 liability for loss, damage or contamination;</p> <p>1.2 liability of the Assured as a party to any agreement previously approved by the Association in writing, and the costs and expenses incurred by the Assured in performing the Assured's obligations under such agreements;</p> <p>1.3 the costs of measures reasonably taken (or taken in compliance with any order or direction given by any government or authority) for the purpose of avoiding the threat of or minimising pollution, and liability incurred as a result of such measures;</p> <p>1.4 liability of the Assured to pay special compensation to a salvor of the Chartered Ship in respect of work done or measures taken to prevent or minimise damage to the environment, but only to the extent that such liability is imposed on the Assured pursuant to Article 14 of the International Convention on Salvage 1989, or is assumed by the Assured under the terms of a standard form of salvage agreement approved by the Association, or the Lloyd's Open Form of Salvage Agreement.</p> |
|  | <p>Exclusions:</p> <ul style="list-style-type: none"> • Liabilities recoverable from other parties under the York Antwerp Rules • Liabilities arising in any dump, site or storage facility | <p>2.1 PROVIDED that, unless the Members' Committee in its sole discretion shall otherwise determine, there shall be no recovery under this Clause E:</p> <p>2.1.1 in respect of any liabilities, losses, costs and expenses which but for the terms of a charter or contract of employment entered into for the employment of the Chartered Ship would have been allowable in general average adjusted on terms no less favourable than under the unamended York-Antwerp Rules and would have been recoverable from other parties to the contract;</p> <p>2.1.2 in respect of any liability for loss, damage,</p> |


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| | | <p>contamination, costs and expenses arising as a consequence of the discharge or escape, or the threat of discharge or escape, or the presence, of any substance, material, product or waste, determined or deemed to be hazardous, in any dump, site, storage or disposal facility, whether or not such substance, material, product or waste was previously carried on the Chartered Ship as cargo, fuel or stores.</p> |
| <p>I F</p> | <p>Towage:</p> <ul style="list-style-type: none"> • Towage of the Chartered Ship • Towage by the Chartered Ship | <p>1 Towage of the Chartered Ship <i>It is customary for shipowners to enter into contracts for the provision of towage services; where, exceptionally, the Assured whether under the terms of the charterparty or otherwise, agrees to act as principal when contracting for towage services, the Assured should contact the Association for advice and to establish what, if any, cover can be provided.</i></p> <p>2 Towage by the Chartered Ship Liabilities arising out of the towage by the Chartered Ship of another ship or object, PROVIDED that:</p> <p>2.1 the Chartered Ship was specially designed or converted for the purposes of towage and was declared to the Association as intended to be used for towing at the time cover was agreed or at the time of conversion; and</p> <p>2.2 the terms of the towage contract have been previously approved and cover agreed by the Association in writing, upon such terms as the Association may require; or</p> <p>2.3 the Members' Committee in its sole discretion shall determine that in the particular circumstances of the case it was reasonable for the Chartered Ship to undertake such towage.</p> |
| <p>I G</p> | <p>Indemnities and Contracts for other Services</p> | <p>1 Indemnities and Contracts for other Services Liability arising under the terms of an indemnity or contract relating to facilities or services provided or to be provided to or in connection with the Chartered Ship, other than under Clause F <i>Towage</i> and only to the extent that either:</p> |

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| | | <p>1.1 the terms have previously been approved by the Association in writing, and subject to payment by the Assured of whatever additional premium may be required by the Association; or</p> <p>1.2 the Members' Committee in its sole discretion may determine that the Assured should be reimbursed.</p> <p>2.1 There shall be no recovery from the Association in respect of the contractual liability of the Assured to a passenger while on an excursion from the Chartered Ship in circumstances where either:</p> <p>2.1.1 a separate contract has been entered into by the passenger for the excursion, whether or not with the Assured; or</p> <p>2.1.2 the Assured has waived any or all of the Assured's rights of recourse against any subcontractor or other third party in respect of the excursion.</p> |
|  | <p>Where the Association is unable to approve the terms of an indemnity or contract it may nevertheless be able to offer bespoke extensions to cover; the Assured is invited to discuss the coverage required with the Association.</p> | |
| <p>I H</p> | <p>Wreck Removal:</p> <ul style="list-style-type: none"> • Costs associated with the raising, removal, destruction, lighting or marking of the wreck of the Chartered Ship or any cargo, equipment or other property • Liability for costs for use of port facilities • Liability resulting from | <p>1 Wreck Removal</p> <p>Liabilities, losses, costs and expenses arising in respect of wreck removal:</p> <p>1.1 Costs and expenses reasonably incurred in the raising, removal, destruction, lighting or marking of the wreck of the Chartered Ship or any cargo, equipment or other property which is or was carried on board the Chartered Ship where such is a hazard or obstruction to navigation or to the extent that such measures are compulsory by law.</p> <p>1.2 Liability for costs and expenses as in this Clause H 1.1 arising under the terms of use of port facilities;</p> <p>1.3 Liability resulting from any raising, removal or destruction of the wreck;</p> <p>1.4 Liability resulting from the presence of the wreck.</p> |


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| | <p>the removal of the wreck</p> <ul style="list-style-type: none"> Liability resulting from the presence of the wreck | |
|  | <p>Exclusions:</p> <ul style="list-style-type: none"> Costs and expenses directly incurred more than three years after the end of the period of insurance Assured's own property saved Wreck as a result of other than a fortuitous incident | <p>2.1 PROVIDED that where the costs and expenses are incurred directly by the Assured:</p> <p>2.1.1 the contract for the raising, removal, destruction, lighting or marking of the wreck shall have been approved by the Association in writing;</p> <p>2.1.2 the terms of use of port facilities shall have been approved by the Association in writing, for which the Association may require an additional premium;</p> <p>2.1.3 subject to this Clause H 2.1.4, all cover under this Clause H shall cease three years after the end of the period of this insurance save in respect of costs and expenses incurred prior to that time or claims which are already by then the subject of formally instituted proceedings against the Assured and of which the Assured shall have promptly notified the Association in writing;</p> <p>2.1.4 cover may be continued beyond the period set out in this Clause H 2.1.3 but only if requested by the Assured within the three-year period referred to therein and agreed by the Association in writing, for which the Association may require an additional premium;</p> <p>2.2 PROVIDED that:</p> <p>2.2.1 from any claim under this Clause H 1.1 to 1.3 there shall be deducted the value of the Assured's bunkers and/or the Assured's other property saved and if the Association shall have reimbursed, advanced or incurred a liability to any other party whatsoever for the costs and expenses or raising and removal of the Assured's bunkers and/or the</p> |

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| | | <p>Assured's other property, then the Association shall be entitled to reimbursement by the Assured of the value of the Assured's bunkers and/or the Assured's other property saved;</p> <p>2.2.2 a claim under this Clause H 1 shall be covered only in circumstances where the Chartered Ship becomes a wreck as a result of a fortuitous incident incurred during the period of this insurance.</p> |
| <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>1.1 liability (other than in respect of a contract of through carriage entered into by the Assured) for loss, shortage, damage or other responsibility;</p> <p>1.2 the additional costs (over and above those which would have been incurred in any event under the contract of carriage) incurred by the Assured in discharging or disposing of damaged or worthless cargo, originally loaded in sound condition, but only to the extent that the Assured both has to incur such costs to enable the Chartered Ship to complete discharge and continue trading and has no right to recover such costs from any other person;</p> <p>1.3 the costs of discharging, reloading and re-stowing cargo necessarily incurred to continue the safe prosecution of the voyage but only to the extent that the Assured has no right to recover such costs from any other person by way of general average or otherwise;</p> <p>1.4 liability for loss, shortage, damage or other responsibility in respect of any contract of through carriage of cargo partly to be performed by the Chartered Ship and including transit by land, water or air to or from the Chartered Ship and intermediate storage necessary to perform such</p> |

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| | | <p>contract, but only to the extent that the terms of such contract shall have been approved by the Association in writing, for which the Association may require an additional premium.</p> |
|  | <p>Exclusions:</p> <ul style="list-style-type: none"> • Unacceptable contract terms • Failure to recover under subcontracts of carriage • Deviation from contractually agreed voyage • Bills of lading not in accordance with receipts • Delivery of cargo without production of the relevant negotiable bill of lading • Delivery of cargo without production of the relevant non-negotiable bill of lading • Discharge of cargo at a port or place other than that stated in the contract of carriage | <p>2 PROVIDED that there shall be no recovery:</p> <p>2.1 unless the Association shall have previously agreed or arranged cover on special terms, which may include the requirement of an additional premium, or the Members' Committee in its sole discretion shall otherwise determine, in respect of liabilities, losses, costs or expenses which would not have been incurred by the Assured if the contract of carriage had been subject to the Hague Rules or the Hague-Visby Rules, except and to the extent that such are over-ridden by other rules, conventions or provisions of national or international law which may mandatorily apply;</p> <p>2.2 if any means of transport or other facilities are used in connection with carriage, storage or handling of cargo outside the dock area where the Chartered Ship is to load or has discharged, in respect of any amounts recoverable by the Assured from the owners or operators of such other means of transport or other facilities or which would have been recoverable if all available rights of recourse had been maintained by the Assured against such owners or operators;</p> <p>2.3 in the case of deviation from the contractually agreed voyage if as a result of such deviation the Assured is denied any defences or rights of limitation which would otherwise have been available to the Assured to exclude or reduce liability unless either:</p> <p>2.3.1 the Assured has notified the Association of the deviation before it occurs or immediately upon receiving information that it has occurred and the Association has agreed or arranged cover on special terms, which may include the requirement for an additional premium; or</p> <p>2.3.2 the Members' Committee in its sole discretion shall determine that the Assured had reasonable</p> |

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| | <ul style="list-style-type: none"> • Carriage of cargo to the port or place of discharge stated in the contract of carriage from another port or storage • Late arrival or non-arrival of the Chartered Ship at a port or place of loading, or failure to load or delay in loading any particular cargo • Carriage on deck of cargo for which the bill of lading does not state that such cargo is being so carried • Liability howsoever described arising from the mistaken or illegal exercise of a lien over cargo • Liability howsoever described arising from | <p>grounds for believing that no deviation was being or had been made or that the deviation was permitted under the terms of the contract of carriage;</p> <p>2.4 unless the Members' Committee in its sole discretion shall otherwise determine, in respect of any bill of lading, waybill or other document containing or evidencing the contract of carriage issued with an incorrect date or, with the knowledge of the Assured or the master of the Chartered Ship, with an incorrect description of the cargo or its quantity or its condition or a misstatement of the port of loading or the port of discharge;</p> <p>2.5 in respect of delivery of cargo under a negotiable bill of lading or similar document of title (including an electronic bill of lading) without production (or the equivalent thereof in the case of an electronic bill of lading) of that bill of lading or document by the person to whom delivery is made except where the cargo has been carried</p> <p>2.5.1 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) and liability arises under the terms of a negotiable bill of lading or other similar document of title issued on behalf of a party other than the Assured providing for carriage partly by means of transport other than the Chartered Ship; or</p> <p>2.5.2 under the terms of an approved electronic trading system and has been properly delivered to the person so entitled in accordance therewith;</p> <p>2.6 in respect of delivery of cargo without production of the relevant non-negotiable bill of lading, waybill or other document containing or evidencing the contract of carriage where production of such document is required by the express terms of that document or the law to which such 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 Assured is subject</p> |


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| | <p>withdrawal or temporary interruption in services performed under a time charterparty</p> <ul style="list-style-type: none"> • Refusal to issue bills of lading • Use of any non-approved electronic trading system • ad valorem cargo • Cash, bullion etc. • Cargo the property of the Assured | <p>to deliver or relinquish custody or control of the cargo without production of such document;</p> <p>2.7 in respect of discharge of cargo at a port or place other than that stated in the contract of carriage;</p> <p>2.8 in respect of carriage of cargo to the port or place of discharge stated in the contract of carriage from another port or storage or other charges;</p> <p>2.9 in respect of late arrival or non-arrival of the Chartered Ship at a port or place of loading, or failure to load or delay in loading any particular cargo other than such liabilities, losses, costs and expenses arising under a bill of lading already issued;</p> <p>2.10 in respect of the carriage on deck of cargo for which the bill of lading does not state that such cargo is being so carried and does not purport to exclude the Assured's liability altogether, save that in the case of cargo customarily carried or suitable for carriage on deck incorporation of an appropriate liberty clause for on-deck carriage shall be sufficient;</p> <p>2.11 in respect of any liability howsoever described arising from the mistaken or illegal exercise of a lien over cargo on board the Chartered Ship;</p> <p>2.12 in respect of any liability howsoever described arising from withdrawal or temporary interruption in services performed under a time charterparty where such actions have been taken in order to enforce payment of hire;</p> <p>2.13 in respect of the refusal to issue bills of lading in an attempt to recover any sums due to the Assured under a charterparty;</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> |

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| | | <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> <p>2.15 in excess of USD 2,500 per unit, piece or package where an ad valorem bill of lading, waybill or other document containing or evidencing the contract of carriage has been issued on which a unit value of more than USD 2,500 (or the equivalent in any other currency) is declared and/or inserted by reference to a unit, piece, or package or by reference to an overall or aggregated value or otherwise where the effect of such a declaration and/or insertion is to deprive the Assured of any right or rights of limitation to which the Assured would otherwise have been entitled and which causes the Assured to incur a greater liability than the Assured would have done but for such declaration and/or insertion to the extent that such liability thereby exceeds USD 2,500 (or the equivalent in any other currency) in respect of any such unit, piece or package unless this has been promptly notified to the Association by the Assured and the Association has agreed or arranged cover on special terms, which may include the requirement that an additional premium be paid;</p> <p>2.16 in respect of cash, bullion, bonds, negotiable instruments, plate, valuables or objects of a rare or precious nature</p> |

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| | | <p>including rare or precious metals or stones, whether carried as cargo or as passengers' baggage or as crewmembers' effects and whether the value is declared or not, unless the spaces, apparatus and means used for the carriage and the instructions given for the safe custody thereof, have been approved by the Association in writing prior to any such carriage and any directions made by the Association have been complied with.</p> <p>2.17 where cargo on board the Chartered Ship is the property of the Assured, the Assured shall nevertheless be entitled to recovery under this Clause I, and the Association shall have the same rights, as if such cargo belonged to a third party and that third party had entered into a contract of carriage with the Assured.</p> |
|  | | <p>The Association is able to offer bespoke extensions to cover in respect of the restrictions and/or exclusions set out in this Clause I. In the first instance, application should be made to the Association to discuss the coverage required.</p> |
| <p>I J</p> | <p>Irrecoverable General Average Contributions</p> | <p>1 Irrecoverable General Average Contributions General average (excluding ship's sacrifice items), special charges or salvage chargeable to any other party to the marine adventure for which the Assured may become liable or be unable to recover from such party solely by reason of a breach of the contract of carriage, PROVIDED that:</p> <p>1.1 the Assured shall have notified the Association in writing within 12 months both of the casualty out of which a claim under this Clause J might arise, and of the reference of the matter to adjusters;</p> <p>1.2 the provisos in Clause I 2.1 to 2.17 shall apply to recovery under this Clause J.</p> |
| <p>I K</p> | <p>Property other than Cargo on board the Chartered Ship</p> | <p>1 Property other than Cargo on board the Chartered Ship Liability for loss of or damage to any containers, equipment, bunkers or other property on board the Chartered Ship other than cargo and the effects of any person aboard, PROVIDED that:</p> <p>1.1 there shall be no recovery in respect of any property which forms part of the Chartered Ship or which is owned, hired, leased or borrowed by the Assured or by any company</p> |

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| | | <p>associated with or under the same management as the Assured;</p> <p>1.2 where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, such liability is not covered under this Clause K but may be recoverable under Clause F <i>Towage</i> or Clause G <i>Indemnities and Contracts for other Services</i>.</p> |
| <p>I L</p> | <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>1.1.1 breach of any immigration law or regulations relating to crewmembers or their spouses and children or stowaways, PROVIDED that there shall be no recovery from the Association unless the Assured can satisfy the Association that proper steps were taken to guard against desertion and landing without permission of the proper authority;</p> <p>1.1.2 smuggling or any infringement of any customs law or regulation other than in relation to cargo carried on the Chartered Ship, provided that the Assured upon becoming aware of the alleged offence immediately notifies the Association;</p> <p>1.1.3 short-delivery or over-delivery of cargo or failure to comply with any law or regulation relating to declaration or documentation of cargo, but only when the Chartered Ship is covered for cargo risks under Clause I <i>Cargo</i> in which case such fines shall be aggregated with cargo claims for the purposes of applying the cargo deductible to the same, and fines under this Clause L 1.3 shall not be subject to any other deductible;</p> <p>1.1.4 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>;</p> |


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| | | <p>1.2 All other fines shall be recoverable only to such extent as the Members' Committee in its sole discretion may determine and provided that:</p> <p>1.2.1 the Assured has satisfied the Members' Committee that the Assured took such steps as appear to the Members' Committee to have been reasonable to avoid the event giving rise to the fine or penalty; and</p> <p>1.2.2 any fine imposed not on the Assured but on the master or crewmembers of the Chartered Ship or on any other servant or agent of the Assured shall only be recoverable in circumstances either where the Assured has been compelled by law to pay or reimburse such fine or where the Members' Committee shall determine that it was reasonable for the Assured to have paid or reimbursed the same.</p> |
| I M | Official Enquiries | <p>1 Official Enquiries The costs incurred to defend the interest of the Assured in an enquiry conducted by the lawful authority of any country but only to the extent that such enquiry relates to any risk against which the Assured is insured under these terms and conditions and with the prior approval of the Association in writing.</p> |
| I N | Special Direction of the Members' Committee | <p>1 Special Direction of the Members' Committee Loss, costs and expenses incurred in compliance with the Members' Committee's special direction (confirmed to the Assured by the Association in writing under express reference to this Clause N and subject to any special terms which the Members' Committee may require) in any circumstances where the Members' Committee shall in its sole discretion determine that it is in the interests of the Association that the direction should be given.</p> |
| I O | Sue and Labour and Legal Costs | <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 purpose of avoiding or minimising any liabilities, costs</p> |

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| | | <p>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> <p>1.2 Legal costs and expenses relating to any liabilities, costs or expenses against which the Assured is insured under these terms and conditions, but only to the extent either that such legal 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> <p>1.3 PROVIDED that the operation of this Clause O shall require account to be taken of any relevant deductible in evaluating the liabilities, losses, costs and expenses for which the Assured is insured under these terms and conditions and for the avoiding or minimising of which the extraordinary or legal costs and expenses shall have been incurred.</p> |

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| II A  | <p>Excluded Operations</p> <ul style="list-style-type: none"> • Operation of Semi-Submersible Heavy Lift Ships • Salvage Operations • Specialist Operations • Production Operations • Waste Incineration • Submarines • Divers • Drilling and Production accommodation units • Non-marine personnel | <p>1 Excluded Operations</p> <p>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 arises in connection with the cargo or, notwithstanding Section I Clause H 1.1, the wreck removal of that cargo.</p> <p>1.2 Salvage Operations arising out of salvage operations (including wreck removal) conducted by the Chartered Ship or provided by the Assured, other than for the purpose of saving or attempting to save life at sea.</p> <p>1.3 Specialist Operations incurred by the Assured during the course of performing dredging, blasting, pile-driving, well intervention, cable or pipelaying, construction, installation or maintenance work, core sampling, depositing of spoil, power generation and such other operations as the Association may from time to time determine in writing to the extent that such liabilities, losses, 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 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 this exclusion shall not apply to liabilities, losses, costs and expenses incurred by</p> |


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| | | <p>the Assured in respect of loss of life, injury or illness of crewmembers 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>1.4 Production Operations incurred in respect of the Chartered Ship carrying out drilling or production operations in connection with oil or gas exploration or production, to the extent that such liabilities, losses, costs or expenses arise out of or during drilling or production operations;</p> <p>1.4.1 for the purposes of this Clause A 1.4, the Chartered Ship shall be deemed to be carrying out production operations if (inter alia) it is a storage tanker or other vessel engaged in the storage of oil, and either:</p> <p>1.4.1.1 the oil is transferred directly from a producing well to the storage vessel; or</p> <p>1.4.1.2 the storage vessel has oil and gas separation equipment on board and gas is being separated from oil while on board the storage vessel other than by natural venting;</p> <p>1.4.2 in respect of the Chartered Ship employed to carry out production operations in connection with oil or gas production, the exclusion shall apply from the time that a connection, whether directly or indirectly, has been established between the Chartered Ship and the well pursuant to a contract under which the Chartered Ship is employed, until such time that the Chartered Ship is finally disconnected from the well in accordance with that contract.</p> |


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| | | <p>2 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 incurred by the Assured in connection with any claim arising out of:</p> <p>2.1 Waste Incineration waste incineration or disposal operations carried out by the Chartered Ship (other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations); or</p> <p>2.2 Submarines the operation by the Assured of submarines, mini-submarines or diving bells; or</p> <p>2.3 Divers the activities of professional or commercial divers where the Assured is responsible for such activities, other than:</p> <p>2.3.1 activities arising out of salvage operations being conducted by the Chartered Ship where the divers form part of the crew of the Chartered Ship (or of diving bells or other similar equipment or craft operating from the Chartered Ship) and where the Assured is responsible for or is responsible to the owner of the Chartered Ship for the activities of such divers; and</p> <p>2.3.2 incidental diving operations carried out in relation to the inspection, repair or maintenance of the Chartered Ship or in relation to damage caused by the Chartered Ship; and</p> <p>2.3.3 recreational diving activities.</p> <p>3 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 incurred by the Assured in respect of:</p> <p>3.1 personnel (other than marine crew on board the Chartered Ship (being an accommodation Ship) employed otherwise than by the Assured unless (i) such Ship is moored or</p> |


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| | | <p>anchored more than 500 metres from any oil or gas production or exploration facility; and (ii) there has been a contractual allocation of risks as between the Assured and the employer of such personnel which has been previously approved by the Association in writing; or</p> <p>3.2 hotel and restaurant guests and other visitors and catering crew of the Chartered Ship when the insured Ship is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.</p> |
|  | <p>The Association is able to offer bespoke extensions to cover in respect of the restrictions and/or exclusions set out in this Clause A. In the first instance, application should be made to the Association to discuss the coverage required.</p> | |


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|  | | <p>The following extensions to cover may be available to the Assured on application to the Association; any such coverage is only effective when it has been agreed by the Association in writing and/or endorsed on the Certificate of Entry.</p> |
| <p>III A</p> | <p>War and Terrorism Risks</p> | <p>1 War and Terrorism Risks Cover hereunder is extended to include those liabilities, losses, costs and expenses (whether or not a contributory cause of the same being incurred was any neglect on the part of the Assured or 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 costs or expenses are incurred, shall have been caused, whether directly or indirectly, by:</p> <p>1.1 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, 1.1.1 PROVIDED that in the event of any dispute as to whether or not any act constitutes an act of terrorism the decision of the Members' Committee shall be final;</p> <p>1.2 capture, seizure, arrest, restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat;</p> <p>1.3 mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war.</p> <p>2 Notice of Cancellation The cover provided by this Clause A may be cancelled by either the Assured or the Association giving 7 days' notice. Such cancellation shall become effective on the expiry of 7 days from 24:00:00 hours GMT on the day on which notice of cancellation is issued. However, the Association agrees to reinstate this cover subject to reaching agreement with the Assured prior to the expiry of the notice period as to any new premium, terms, conditions and warranties that are to apply.</p> <p>3 Automatic Termination Whether or not such notice of cancellation has been given the cover provided by this Clause A shall terminate automatically in the following circumstances: -</p> |

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| | | <p>3.1 in the event of the outbreak of war (whether there be a declaration of war or not) between any of the following countries: -</p> <ul style="list-style-type: none"> United Kingdom United States of America France The Russian Federation The People's Republic of China <p>3.2 in respect of any Chartered Ship in connection with which cover is granted hereunder in the event that the Chartered Ship being requisitioned either for title or use.</p> |
|  | <p>Limitations:</p> <ul style="list-style-type: none"> • Excluded Areas • Five Powers • Requisition | <p>4 Limitations</p> <p>The coverage provided in this Clause A 1 is subject to the following:</p> <p>4.1 <i>Excluded Areas</i> This extension does not apply to any ports, places, countries, zones or areas (whether of land or sea) that the Association may in its sole discretion determine.</p> <p>4.2 <i>Five Powers</i> This extension does not apply to liabilities, losses, costs and expenses arising out of: -</p> <p>4.2.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: -</p> <ul style="list-style-type: none"> United Kingdom United States of America France The Russian Federation The People's Republic of China <p>4.2.2 requisition either for title or use.</p> |

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|  | <p>Exclusions:</p> <ul style="list-style-type: none"> Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion | <p>5 Chemical, Biological, Bio-Chemical and Electromagnetic Weapon Exclusion</p> <p>In no case shall the extension of coverage in Clause A 1 in respect of war and terrorism risks cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:</p> <p>5.1 any chemical, biological, bio-chemical or electromagnetic weapon;</p> <p>5.2 the use or operation, as a means for inflicting harm, of any computer virus. However this Clause A 2 shall not operate to exclude losses (which would otherwise be covered under the terms of this extension) 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.</p> |
| <p>III B</p> | <p>Liability as Cargo Owner</p> | <p>1 Liability as Cargo Owner</p> <p>Cover is extended to indemnify the Assured in respect of those liabilities, losses, costs and expenses incurred by the Assured in respect of the risks set out in Sections I and II to include the Assured's liability for the said risks in the Assured's capacity as the owner of cargo on board the Chartered Ship (as opposed to or in addition to the Assured's capacity as charterer of the Ship) subject to the following terms, conditions and exclusions:</p> <p>1.1 Coverage under this Clause B shall attach no earlier than coverage under Sections I and II attaches; and shall cease no later than coverage under Sections I and II ceases.</p> <p>1.2 For the purpose of this Clause B:</p> <p>1.2.1 the 'owner of cargo' shall include the buyer, seller or holder of the Bill of Lading; and</p> <p>1.2.2 'cargo' shall mean any lawful and merchantable commodity or goods intended to be or being or having been carried on board the Chartered Ship pursuant to a contract of carriage but shall exclude any other equipment, stores, fuel (unless carried as cargo) or substance of whatsoever nature and shall further exclude waste and residues of cargo and/or</p> |


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| | | of other equipment, stores, fuels and/or substances. |
| 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) <i>Clause 2 deleted</i>;</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>2.1 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> |
| III D | Special Cover for Salvors | <p>1 Special Cover for Salvors</p> <p>The Assured may be insured against liabilities, losses, costs and expenses arising in connection with the Assured's business as a salvor. Such insurance and the terms and conditions thereof shall be offered at the sole discretion of the Association, but may cover liabilities, losses, costs and expenses:</p> <p>1.1 arising in relation to the Assured's interest in and the operation of the Chartered Ship;</p> <p>1.2 caused by events (including oil pollution) occurring during salvage operations or attempts of salvage, performed by the Assured or a sub-contractor of his,</p> <p>2.1 PROVIDED that:</p> <p>2.1.1 the Assured shall have no right of recovery unless the Assured has first complied with all such terms and conditions as the Association may have required, as well as with these terms and conditions;</p> <p>2.1.2 where liabilities, losses, costs and expenses would, but for the provisions of this Clause D, fall to be</p> |

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| | | covered by any other part of these terms and conditions, the terms and conditions of that part shall apply to a claim under this Clause D, save that such liabilities, losses costs and expenses need not relate to the Chartered Ship. |
| III E | Indemnities and Contracts for other Services | <i>The Association is able to offer bespoke extensions to cover in respect of an Assured's extended contractual liabilities; application should be made to the Association in the first instance to discuss the coverage required.</i> |
| III F | Cargo liabilities | <p><i>The Association is able to offer bespoke extensions to cover in respect of an Assured's cargo liabilities not otherwise covered under these terms & conditions. Application should be made to the Association in the first instance to discuss the coverage required but can typically include:</i></p> <ul style="list-style-type: none"> • <i>Through transit carriage</i> • <i>Extended through transit cover</i> • <i>Unapproved contracts of carriage</i> • <i>SOL to cargo</i> • <i>On deck cargo</i> • <i>ad valorem cargo</i> • <i>Rare and valuable cargo</i> |
| III G | Excluded Operations | <p><i>Where operations are otherwise excluded under these terms and conditions and risks or losses not otherwise covered, the Association is nevertheless able to offer bespoke extensions to cover. Application should be made to the Association in the first instance to discuss the coverage required but can typically include:</i></p> <ul style="list-style-type: none"> • <i>Operation of semi-submersible heavy-lift ships</i> • <i>Salvage operations</i> • <i>Specialist operations</i> |

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|  | <p>Section IV of these Charterers' CSL Cover <i>Terms & Conditions</i> comprises the <i>General Terms & Conditions</i> which are generally applicable to all insurances provided by the Association. Given their generic nature, not all these <i>General Terms & Conditions</i> will apply to the Association's Charterers' CSL Cover; where the <i>General Terms & Conditions</i> conflict with Sections I - III of these <i>Terms & Conditions</i> and/or the Certificate of Entry, the latter shall prevail.</p> | |
| <p>IV A</p> | <p>BASIS OF INDEMNITY</p> <ul style="list-style-type: none"> • Duty of Disclosure • Certificates of Entry and Endorsements • Limit of Liability • Right to Recover and Subrogation • Classification Requirements • Hull Insurance • Other insurances • Guarantees and Undertakings • Conduct • Unreasonable Conduct • Amendment of Terms and Conditions • Sanctions • Reinsurances • Premium | <p>1 Duty of Disclosure</p> <p>1.1 The Assured must make a fair presentation of the risk to the Association by providing the Association with all material facts and must ensure that every material representation as to a matter of fact is both complete and accurate and that every material representation as to a matter of expectation is made in good faith. This duty exists not only prior to the conclusion of the contract of insurance but also at the time of any variation thereof and on renewal.</p> <p>1.2 The Assured must disclose to the Association in writing any material changes to those facts during the period of this insurance. Upon such disclosure, or failure to disclose, the Association may terminate the Assured's contract of insurance or amend the Assured's premium rating and/or terms and conditions with effect from the time of disclosure or failure to disclose.</p> <p>1.3 A material fact or a material change to those facts is a fact which may influence an underwriter's judgment in his or her assessment of a risk, including its terms and pricing. If the Assured is in any doubt as to whether a fact is material the Association recommends that the Assured should disclose it.</p> |

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| IV A | | <p>2 Certificates of Entry and Endorsements</p> <p>2.1 On acceptance of an application for insurance the Association shall issue a Certificate of Entry for the Chartered Ship as evidence of cover, including, as applicable:</p> <ul style="list-style-type: none"> Names of all the Assureds and their respective interests Period of cover Details of the Chartered Ship (if applicable) Limit of the Association's liability Deductible or excess Terms and conditions of cover Premium <p>2.2 If at any time the Association agrees to vary the terms of the insurance the Association shall at its option issue an Endorsement detailing such variation and the date from which the variation is effective.</p> |
| IV A | | <p>3 Limit of Liability</p> <p>3.1 The liability of the Association shall not exceed the limit of liability set out in the Certificate of Entry.</p> <p>3.2 Notwithstanding the limit of liability agreed with the Association and set out in the Certificate of Entry, when the Assured is entitled to limit any liability for which the Assured is insured under these terms and conditions, there shall be no recovery hereunder in respect of such liability for more than that limited amount plus interest and costs, subject always in the aggregate to the limit of liability stated in the Certificate of Entry.</p> <p>3.3 Notwithstanding that the Association may accept an application for insurance of interests in the names or on behalf of more than one person as Coassureds or Other Assureds who may thereby each have an independent right of recovery from the Association, such multiple rights of recovery shall not in aggregate exceed such amount to which the Assured alone might otherwise have limited the Assured's liability and/or the limit of liability stated in the Certificate of Entry, whichever is the less.</p> |

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| | | <p>3.4 Notwithstanding the limit of liability agreed with the Association and as set out in the Certificate of Entry, it is solely the Assured's responsibility to choose the limit of liability appropriate to the Assured's regulatory, contractual, statutory and any other requirements.</p> |
| <p>IV A</p> | | <p>4 Right to Recover and Subrogation</p> <p>4.1 It shall be a condition precedent to recovery by the Assured that the Assured shall have made actual payment (out of monies belonging to the Assured absolutely and not by way of loan or otherwise) of the full amount of such liabilities, losses, costs and expenses in respect of which the Assured seeks recovery;</p> <p>4.2 Where the Assured has failed to pay promptly any amount due by the Assured to the Association on account of premium or otherwise, the Assured shall thereupon without further notice cease to have any rights of recovery from the Association, notwithstanding that the liabilities, costs or expenses in relation to which such rights of recovery would otherwise have been exercisable may have been incurred by the Assured at a time when all amounts due to the Association may have been paid by the Assured in full, or may have been incurred during periods of cover for which all amounts so due may similarly have been paid.</p> <p>4.3 The Association shall be subrogated to all rights and claims which the Assured may have against any person in relation to any matter and/or claim giving rise to a right of recovery by the Assured against the Association or in relation to any matter and/or claim in respect of and/or as a result of which the Association incurs or may incur liability under any security the Association provides on behalf of the Assured. The Assured shall notify the Association of any such rights or claims immediately upon becoming aware of the same and shall do all such things and execute all such documents as the Association may require in relation to such rights and claims, including the execution of any assignment of such rights or claims in favour of the Association. Until any such assignment, the Assured shall hold all such rights and claims on trust for the benefit of the Association to the</p> |

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| | | <p>extent of any right of recovery by the Assured from the Association from the time of the relevant incident. All of the foregoing provisions shall be without limitation of and without prejudice to any right of subrogation which the Association may have by operation of law.</p> |
| IV A | | <p>5 Classification Requirements Unless otherwise agreed by the Association in writing, a Ship shall be fully classed throughout the period of cover with a Classification Society approved by the Association, regardless of any separate inspections which the Association may have required. The Association shall be given 30 days' notice preceding any proposed change of Classification Society.</p> |
| IV A | | <p>6 Hull Insurance 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) 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> |
| IV A | | <p>7 Other insurances Unless and to the extent that the Members' Committee in its sole discretion otherwise decides, or the Association agrees in writing as a term of cover, there shall be no recovery for any liability, costs or expenses for which a Ship is deemed to be insured under this Clause A 6 or which the Assured is entitled (or but for the insurance of the Ship concerned, would be entitled) to recover under any other insurance or otherwise howsoever.</p> |
| IV A | | <p>8 Guarantees and Undertakings 8.1 The Association will discharge on behalf of the Assured liabilities, losses, costs and expenses arising under a demand made pursuant to a guarantee and/or undertaking issued by the Association 8.1.1 PROVIDED ALWAYS that the Assured shall indemnify the Association to the extent that any</p> |

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| | | <p>payment under any such guarantee or undertaking in discharge of the said liabilities, losses, costs and expenses is not recoverable under the terms and conditions of the insurance afforded by the Association; and</p> <p>8.2 the Assured agrees that</p> <p>8.2.1 any payment under such guarantee or undertaking in discharge of the said liabilities, losses, costs and expenses shall, to the extent of any amount not recoverable under the terms and conditions of the insurance afforded by the Association shall be by way of loan; and</p> <p>8.2.2 there shall be assigned to the Association to the extent and on the terms that it determines in its sole discretion to be practicable all the rights of the Assured under any other insurance and against any third party.</p> |
| IV A | | <p>9 Conduct</p> <p>9.1 The Assured shall take reasonable care when chartering in and chartering out the Chartered Ship</p> <p>9.1.1 to establish that the Chartered Ship is entered with a Member of the International Group of P&I Clubs for the owners' or disponent owners' P&I cover; and that any sub-charterer has charterers' liability cover in place; and</p> <p>9.1.2 to check the solvency and reputation of any counterparties to any charterparty; and</p> <p>9.1.3 to establish that the Chartered Ship is fit and suitable for the intended trade; and</p> <p>9.1.4 to ensure that the Chartered Ship is chartered in on terms not less favourable than the following:</p> <p>9.1.4.1 the owner or disponent owner is entitled to decline any orders sending the Chartered Ship to any place which is dangerous by reason of war risks (as</p> |

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| | | <p>defined in current standard war risks insurance policies); and</p> <p>9.1.4.2 the owner or disponent owner is in any event entitled to insure the owner's / disponent owner's own interests against such war risks; and</p> <p>9.1.4.3 the Assured is to reimburse any premium paid by the owner or disponent owner for insurance against such war risks, and the Assured shall further use best endeavours to procure a term of the charterparty that the Assured is not liable for any loss, damage liability or expense which is or which could be covered by available war risks insurance on normal commercial terms.</p> <p>9.2 The Assured should</p> <p>9.2.1 preserve any right of recourse against any third parties involved in any contract of carriage, including any sub-carriers in the case of a combined bill of lading; and</p> <p>9.2.2 ensure that the Chartered Ship is chartered in and chartered out on terms no more onerous to the Assured than those customarily provided under standard forms of charter without material amendments or as otherwise may be agreed by the Association in writing; and</p> <p>9.2.3 ensure in case of tankers performing ship to ship transfers that the transhipment conforms to standards not less than the latest edition of the ICS / OCIMF Ship to Ship Transfer Guide (Petroleum). The Assured should also ensure in the case of tankers performing ship to ship transfers that the ship to ship transfer is performed on terms no more onerous than customarily provided;</p> <p>9.2.4 refrain from chartering or trading a Chartered Ship which the Assured knows or on reasonable enquiry</p> |

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| | | <p>should know is loading, intending to load or carrying cargo which:</p> <p>9.2.4.1 is not loaded, stowed and carried in accordance with the International Maritime Dangerous Goods (IMDG) Code or any other applicable IMO Codes for the safe carriage of cargo; and</p> <p>9.2.4.2 is not a permitted cargo under the charter; and</p> <p>9.2.4.3 in case of hazardous or dangerous cargo, is carried without the knowledge and consent of the Master and/or owners of the Chartered Ship.</p> |
| IV A | | <p>10 Unreasonable Conduct</p> <p>The Members' Committee may reject or reduce any recovery by the Assured where in its sole discretion it determines that the Assured has not at any time (whether before, at the time of, during or after any casualty, event or matter liable to give rise to a claim upon the Association) taken such steps to protect the Assured's interests as the Members' Committee in its sole discretion would have expected an uninsured person acting reasonably in similar circumstances to have taken.</p> |
| IV A | | <p>11 Amendment of Terms and Conditions</p> <p>Notwithstanding and without prejudice to any other provision of these terms and conditions or the Articles relating to the amendment of these terms and conditions, these terms and conditions may, on such notice as the Board may in its sole discretion decide, be amended at any time to such extent as the Board may in its sole discretion determine is necessary as a result of the implementation of or any change in, or potential or proposed implementation of or any change in, any sanction, prohibition, restriction, legislation, regulation or requirement to obtain any licence, consent, permission or approval, by any government, state, international organisation, regulatory or competent authority, official body or the like.</p> |


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| IV A | | <p>12 Sanctions</p> <p>There shall be no recovery by the Assured for any liability, loss, damage, cost or expense where the provision of cover or any payment in respect thereof exposes or may expose the Association or the Managers to being or becoming or to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state, international organisation or other authority which sanction, prohibition or adverse action the Members' Committee in its sole discretion determines may materially affect the Association in any way whatsoever.</p> |
| IV A | | <p>13 Reinsurances</p> <p>13.1 The Association may accept reinsurance of risks insured by any other insurer or reinsurer to the extent that such risks might have been directly insured by the Association for the same persons and in respect of the same interests as by the original insurer. The terms of such reinsurance shall be as agreed between the Association and such insurer or reinsurer and such insurer or reinsurer shall, unless otherwise agreed by the Association, be bound by and be subject to these terms and conditions as if the insurer or reinsurer was an Assured and had been afforded insurance by the Association; and for the purposes of this Clause A 13 such insurer or reinsurer shall be deemed an Assured.</p> <p>13.2 The Association may reinsure in whole or in part risks insured under these terms and conditions. Where such reinsurance is arranged:</p> <p>13.2.1 the Assured shall be entitled to recover only the net amount actually recovered under such reinsurance arrangements, together with that portion (if any) of the risk or risks retained by the Association; and</p> <p>13.2.2 the Managers shall be at liberty in their sole discretion to delay making payment to the Assured until after recovery under such reinsurance;</p> <p>13.3 Without prejudice to the generality of this Clause A 13.1 and 13.2, the Assured shall not be entitled to recovery in respect of that part of any liability, loss, damage, cost or expense</p> |

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| | | <p>which is not recovered by the Association under any reinsurance(s) arranged by the Association because of a shortfall in recovery from such parties or reinsurers thereunder by reason of a sanction, prohibition or adverse action against them by a state, international organisation or other authority or the risk thereof if payment were to be made by such parties or reinsurers. For the purposes of this Clause A 13.3 "shortfall" includes any failure or delay in recovery by the Association by reason of such parties or reinsurers making payment into a designated account in compliance with the requirements of any state, international organisation or other authority. The provisions of this Clause A 13.3 shall cease to apply in respect of any shortfall to the extent the same is subsequently recovered by the Association under any reinsurance(s) arranged by the Association.</p> |
| <p>IV A</p> | | <p>14 Premium</p> <p>14.1 The Assured shall be liable to pay a premium to the Association of such amount and at such times as agreed with the Association and set out in the Certificate of Entry or as set out in the Association's debit note in respect thereof.</p> <p>14.2 The premium due shall be paid without set-off of any amount due or alleged to be due by the Association to the Assured on any ground or of any kind whatsoever. If the premium due under this Clause A 14.1 is not paid at such times as agreed with the Association, the Association shall have the right to terminate this insurance in accordance with Section IV Clause E 5.2 of these terms and conditions.</p> <p>14.3 The Assured shall pay on demand to the Association the amount of any premium tax or other excise tax for which the Association determines it or the Assured has or may become liable and shall indemnify and hold harmless the Association in respect of any loss, damage, liability, cost or expense which the Association may incur in respect of such premium tax or other excise tax.</p> |

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| IV B | RISKS COVERED <ul style="list-style-type: none"> • Certificate of Entry • General Terms & Conditions | 1 Risks Covered <p>1.1 The Assured is covered for the risks set out in the Association's Certificate of Entry, subject always to the terms and conditions therein.</p> <p>1.2 Unless otherwise stated in the Certificate of Entry, this Section IV <i>General Terms & Conditions</i> shall apply to and form part of the cover provided by the Association as evidenced by the Certificate of Entry.</p> <p>1.3 In the event of any conflict between the cover evidenced by the Certificate of Entry and this Section IV <i>General Terms & Conditions</i>, the cover evidenced by the Certificate of Entry shall prevail.</p> |
| IV C  | EXCLUDED RISKS <ul style="list-style-type: none"> • Wrongful Termination, Bad Debts, Failure to Pay, Interest on any Claim etc. • Illegal, Hazardous or Improper Adventures • Nuclear Risks | 1 Wrongful Termination, Bad Debts, Failure to Pay, Interest on any Claim etc. <p>Unless otherwise stated in the Certificate of Entry, there shall be no recovery by the Assured for:</p> <p>1.1 cancellation or wrongful termination of a charter or other engagement;</p> <p>1.2 bad debts or other losses arising out of the insolvency of any person, including insolvency of agents;</p> <p>1.3 loss, damage or expense in whole or in part arising out of or occasioned by the failure, inability or unwillingness of the Assured on financial grounds to pay and/or settle all or any financial obligations and demands and/or to discharge all or any items of expenditure whatsoever in connection with the proper prosecution and/or completion of a voyage;</p> <p>1.4 interest on any claim or part thereof that the Assured may make or bring against the Association under or in connection with these terms and conditions, including any claim brought by way of legal or arbitration proceedings;</p> <p>PROVIDED that any recovery which would otherwise be excluded under this Clause C 1.1 to 1.4 may be allowed if the relevant matters shall have been the direct result either of compliance by the Assured with a special direction of the Members' Committee in accordance with Section IV Clause N <i>Special Direction of the</i></p> |

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| | | <i>Member's Committee</i> or of suing and labouring undertaken by the Assured with the approval of the Association in accordance with Section IV Clause O <i>Sue and Labour and Legal Costs</i> . |
| IV C | | <p>2 Illegal, Hazardous or Improper Adventures</p> <p>There shall be no recovery in respect of any liability, costs or expenses arising out of or in consequence of:</p> <p>2.1 carrying contraband, blockade running or being employed in an unlawful trade;</p> <p>2.2 any carriage, trade or voyage of, or any other activity which the Members' Committee shall in its sole discretion determine to be imprudent, unsafe, unduly hazardous or improper.</p> |
| IV C | | <p>3 Nuclear Risks</p> <p>3.1 Unless otherwise stated in the Certificate of Entry, there shall be no recovery by the Assured in respect of any liabilities, costs or expenses (whether or not a contributory cause of the same being incurred was any neglect on the part of the Assured or 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 costs or expenses are incurred, shall have been caused, whether directly or indirectly, by:</p> <p>3.1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</p> <p>3.2.1 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;</p> <p>3.3.1 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</p> <p>3.4.1 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,</p> |

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| | | <p>3.2 PROVIDED that the exclusions in this Clause C 3.1 shall not apply to liabilities, losses, costs and expenses arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the Chartered Ship.</p> |
| <p>IV D</p> | <p>CLAIMS</p> <ul style="list-style-type: none"> • Obligations of the Assured in respect of Claims • Time Bar • Bail • Powers of the Association relating to the Handling and Settlement of Claims • Settlement of Claims | <p>1 Obligations of the Assured in respect of Claims</p> <p>1.1 The Assured must promptly:</p> <p>1.1.1 notify the Association of every casualty, event and claim against the Assured which threatens to give rise to any liability, costs or expenses for which the Assured is insured, or would have been insured but for the existence of any deductible, other insurance or retention, of all material developments in respect thereof, and of every survey or opportunity for survey (including survey of the condition of the Chartered Ship) in connection therewith;</p> <p>1.1.2 disclose and produce all information, documents, reports or legal advices in or coming into the Assured's or the Assured's agents' (including lawyers') possession, power or knowledge relevant to any such casualty, event or claim either available at the time of notification or at any time.</p> <p>1.2 The Assured must neither settle nor make any admission nor grant any waiver in respect of liabilities, costs or expenses for which the Assured is insured without prior consent from the Association in writing.</p> <p>1.3 If the Assured commits any breach of the Assured's obligations under this Clause D 1 the Members' Committee may in its sole discretion reject or reduce any recovery to which such breach may appear to the Members' Committee to be relevant or require the Assured to repay to the Association any amounts in respect of liabilities, costs or expenses which the Association may have incurred or paid or undertaken to pay in connection therewith.</p> |
| <p>IV D</p> | | <p>2 Time Bar</p> <p>Without derogation from and in addition to the obligation under</p> |

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| | | <p>this Clause D 1.1.1 to give prompt notice, if the Assured fails to notify the Association in writing of any claim against the Assured as therein described within one year after the Assured has knowledge of such claim, any right of the Assured to recover in respect thereof shall be extinguished, unless the Members' Committee in its sole discretion shall otherwise determine.</p> |
| <p>IV D</p> | | <p>2 Bail</p> <p>The Association may, but shall in no case be obliged to, provide on behalf of the Assured security to prevent arrest or obtain release from arrest or otherwise in respect of a Ship and if it does such Assured shall upon first demand made at any time by the Association in writing arrange such countersecurity (which expression may in the Association's sole discretion include a deposit of cash with the Association) as the Association may require and (with or without such countersecurity having been required or arranged) shall indemnify the Association against all liabilities and expenses incurred by the Association in consequence of the security originally provided by the Association. In the event that the Assured does not arrange such countersecurity as may have been required or does not indemnify the Association as aforesaid, the Association, without prejudice to its other rights, shall be entitled to retain any amounts which would otherwise be recoverable by such Assured, notwithstanding that the same may have no connection with the liability in respect of which the original security was provided and may relate to other periods of cover before or after that liability was incurred by the Assured or to another Ship or another insured interest. The provision of security by the Association shall be without prejudice to the Association's liability to the Assured for the claim in question.</p> |
| <p>IV D</p> | | <p>3 Powers of the Association relating to the Handling and Settlement of Claims</p> <p>3.1 The Association shall at all times have the right to:</p> <p>3.1.1 appoint and employ on the Assured's behalf lawyers, surveyors or other persons to cooperate with the Assured in investigating or dealing with (including commencing or defending legal or other</p> |

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| | | <p>proceedings) any matter which may result in liability, costs or expenses for which the Assured is or may be insured by the Association, or would have been insured but for the existence of any deductible, other insurance or retention, or in respect of which the Association has provided security;</p> <p>3.1.2 direct the conduct of any claim or legal or other proceedings against the Assured relating to any potential liability for which the Assured is or may be insured by the Association in whole or in part, or would have been insured but for the existence of any deductible, other insurance or retention, or in respect of which the Association has provided security, including direction that such claim or proceedings should be settled, compromised, or otherwise disposed of in such manner and upon such terms as the Association may require.</p> <p>3.1.3 with the approval of the Members' Committee, control the conduct of any claim or legal or other proceedings against the Assured relating to any potential liability for which the Assured is or may be insured by the Association in whole or in part, or would have been insured but for the existence of any deductible, other insurance or retention, or in respect of which the Association has provided security, including the settlement, compromise or other disposal of such claim or proceedings in such manner and upon such terms as the Association may require.</p> <p>3.1.4 require the Assured to provide or execute any documents to enable it to give effect to its powers under this Clause D 4.</p> <p>3.2 Without prejudice to any of the Association's rights and remedies under these terms and conditions and at law, if the Assured fails to cooperate or to comply with any of the provisions under this Clause D 4, the Members' Committee may in its sole discretion reject or reduce any recovery to</p> |

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| | | <p>which such failure may appear to the Members' Committee to be relevant.</p> |
| <p>IV D</p> | | <p>4 Settlement of Claims</p> <p>4.1 The Members' Committee shall meet as often as may be required for the purposes of settling and determining claims or any other matters relating to the business of the Association.</p> <p>4.2 The Members' Committee shall in its sole discretion have power from time to time to authorise the Managers to effect both settlement and payment of any claims, without prior reference to the Members' Committee, of such types and up to such sums as the Members' Committee may in its sole discretion determine.</p> <p>4.3 No member of the Members' Committee may vote upon any claim in which he or she is in any way interested.</p> <p>4.4 Where under these terms and conditions the Members' Committee shall have exercised its sole discretion in settling or determining claims or any other matters relating to the business of the Association, the Members' Committee shall not be obliged to give reasons for any decision.</p> |
| <p>IV E</p> | <p>GENERAL PROVISIONS</p> <ul style="list-style-type: none"> • Coassureds and Other Assureds • Affiliates and Associates • Fleet Insurance • Assignment • Period of Insurance, Termination by Contractual Notice and Novation | <p>1 Coassureds and Other Assureds</p> <p>1.1 The Association may accept an application for insurance of interests in the names or on behalf of more than one person as Coassureds who shall each have an independent right of recovery from the Association subject always to the provisions of this Clause E 1.2.</p> <p>1.2 The Association may in its sole discretion reject or reduce any multiple recovery by Coassureds in respect of the same loss.</p> <p>1.3 The Association may agree that the benefit of the Assured's insurance shall be extended to persons or companies as Other Assureds which shall be signified in the relevant Certificate of Entry or by endorsement thereto, PROVIDED that:</p> |

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| | <ul style="list-style-type: none"> • Termination upon Sale, Loss etc. • Termination upon Insolvency or Liquidation • Termination Notices • Forbearance • Jurisdiction and Law • Incorporation of the Articles of Association • Definitions • Disclaimer • Subsidiary Cover • Contract Continuity | <p>1.3.1 any such extension of the benefit of the Assured's insurance shall be subject to the same limitation on recovery as stipulated in Clause A 3.2 and shall be confined to those liabilities incurred by the beneficiary for which the Assured would have been similarly held liable if the third party claim had been pursued against the Assured and in respect of which the Assured would have been entitled to recover in accordance with the terms of the insurance concerned;</p> <p>1.3.2 for each separate accident or occurrence, recovery under the Assured's insurance and any such extension of the benefit thereof shall not in aggregate exceed whatever would have been recoverable by the Assured alone if the Assured only could have and had been held liable as postulated in this Clause E 1.3.1 and payment by the Association to the Assured or any such beneficiaries in that amount shall preclude any further recovery whatsoever; and</p> <p>1.3.3 the benefit of the Assured's insurance shall not be extended to third party persons or companies which are not referred to in the relevant Certificate of Entry or by endorsement thereto, whether by name, class, description or otherwise, notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999.</p> <p>1.4 In relation to Coassureds and Other Assureds, unless otherwise agreed by the Association in writing:</p> <p>1.4.1 the Association shall not be bound to issue any Certificate of Entry or any Endorsement to more than one Assured delivery of which to whom shall be sufficient delivery to all;</p> <p>1.4.2 Coassureds shall be jointly and severally liable to pay all amounts due to the Association whether pursuant to these terms and conditions, the Articles or otherwise;</p> |

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| | | <p>1.4.3 payment to any one Assured of any sums payable by the Association shall be a sufficient discharge of the Association for the same;</p> <p>1.4.4 failure by one Assured to provide particulars and information within the Assured's knowledge (or which could with reasonable diligence be ascertained by the Assured) shall be deemed to have been the failure of all;</p> <p>1.4.5 conduct of one Assured which would entitle the Association to reject or reduce recovery shall be deemed to have been the conduct of all and the knowledge (including deemed knowledge) of one Assured shall be deemed to be the knowledge (including deemed knowledge) of all;</p> <p>1.4.6 any provision of these terms and conditions which would entitle the Association to reject or reduce recovery in respect of one Assured shall be deemed to apply to all;</p> <p>1.4.7 any communication from the Association to one Assured shall be deemed to have been communicated to all;</p> <p>1.4.8 any communication from one Assured to the Association shall be deemed to have been made with the full approval and authority of all;</p> <p>1.4.9 the Association shall be entitled to pay all sums to one Assured on behalf of all Coassureds and Other Assureds; and</p> <p>1.4.10 no Assured shall be entitled to recover from the Association in respect of any dispute or claim arising between themselves.</p> |
| IV E | | <p>2 Affiliates and Associates</p> <p>2.1 Should a claim in respect whereof the Assured is insured by the Association be made or enforced through a person or company (other than a Coassured or Other Assured in relation to that Assured) affiliated or associated with such Assured, the Association may if so requested by the Assured indemnify such person or company against any</p> |

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| | | <p>loss which as a consequence thereof such person or company shall have incurred in that capacity provided always that nothing herein contained shall be construed as extending any amount which would not have been recoverable from the Association by the Assured had such claim been made or enforced against the Assured. Once the Association has made such indemnification it shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.</p> <p>2.2 Conduct of one Assured or Affiliate or Associate hereunder which would entitle the Association to reject or reduce recovery shall be deemed to have been the conduct of all.</p> |
| IV E | | <p>3 Fleet Insurance</p> <p>Applications for insurance may be accepted in respect of Ships of which the beneficial ownership is separate on terms that the Ships concerned shall be deemed (for these insurance purposes only) to form part of a specified fleet whereby the Association shall deal with the insurance of such Ships in combination and not individually (a "Fleet Insurance"), in consideration for which all Assureds within each such Fleet Insurance accept joint and several liability to pay all amounts due to the Association by way of premiums or otherwise in respect of all Ships within that Fleet Insurance.</p> |
| IV E | | <p>4 Assignment</p> <p>4.1 No insurance afforded by the Association may be assigned without the written consent of the Association, which shall in its sole discretion be entitled to refuse consent or to give consent only upon specified terms or conditions, in either case without stating reasons, and any purported assignments made without such consent shall be void and of no effect.</p> <p>4.2 Where the written consent of the Association is given to any proposed assignment, such consent and such assignment shall be on terms that on and from the assignment the assignee shall become and be with the assignor jointly and severally liable for the payment of all premiums and/or</p> |

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| | | <p>other amounts due to the Association and for the performance of the assignor's other obligations hereunder.</p> <p>4.3 In particular, but without prejudice to the generality of the foregoing, from any amount payable by the Association to the assignee there may be deducted such amount as the Association may then estimate as sufficient to discharge any past or future liabilities whatsoever of the assignor to the Association, whether arising before or after the assignment.</p> |
| IV E | | <p>5 Period of Insurance, Termination by Contractual Notice and Novation</p> <p>5.1 Unless otherwise agreed by the Association in writing or unless terminated earlier in accordance with these terms and conditions, any contract of insurance shall commence and shall cease at the respective dates and times shown in the Certificate of Entry.</p> <p>5.2 Any contract of insurance in respect of the Assured's interest may be terminated by the Association at any time with not less than 7 days' written notice to the Assured or, in the event that the Assured declares or manifests an intention not to pay premium or any other amount due to the Association, whether such premium or any other amount due to the Association be then currently due and payable or payable in the future, with immediate effect upon written notice to the Assured.</p> <p>5.3 In the event of any sale, disposal or transfer by the Association of the whole or any part of the undertaking, property, assets or liabilities of the Association to any third party carrying on the whole or any part of the business of the Association in succession to the Association (the "Transferee"), any contract of insurance in respect of the Assured's interest may, subject to the approval of the Board (provided such approval was decided upon at a meeting of the Board at which not less than two thirds of the Board members present and entitled to vote voted in favour of the resolution to give such approval, or is the subject of a written resolution signed by all members of the Board), be:</p> |

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| | | <p>5.3.1 novated, in whole or in part, to the Transferee on such terms as the Board may in its sole discretion deem necessary for the purpose of implementing or giving effect to any such sale, disposal or transfer; and/or</p> <p>5.3.2 terminated by the Association in accordance with this Clause E 5.2 and replaced with a new contract of insurance between each Assured and the Transferee on the same terms <i>mutatis mutandis</i> as that Assured's original contract of insurance with the Association.</p> <p>5.4 For the purpose of giving effect to this Clause E 5.3, the Assured hereby consents to any novation, termination and cover by a replacement contract of insurance as referred to in this Clause E 5.3.1 and 5.3.2 and appoints the Association (acting through one or more members of the Board or the Managers) as agent for and on its behalf and in its name to enter into and execute any such novation, termination and replacement contract of insurance.</p> |
| IV E | | <p>6 Termination upon Sale, Loss etc.</p> <p>6.1 Unless otherwise agreed by the Association in writing, any contract of insurance in respect of a Ship shall terminate upon the happening of any of the following events:</p> <p>6.1.1 the Assured parting with or assigning the Assured's interest in the Ship whether by bill of sale or other formal document or in any other way whatsoever;</p> <p>6.1.2 the Ship is a total loss or is accepted by the hull underwriters as being a constructive, compromised or arranged total loss, save as regards the liabilities, losses, costs and expenses resulting directly from the casualty which has given rise to such total loss or which are incurred as a result of measures taken with the Association's approval for the purpose of avoiding or minimising any such liabilities;</p> <p>6.1.3 the Ship being missing for ten days from the date it was last heard of or from it being posted at Lloyd's as missing, whichever shall be the earlier.</p> |

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| | | <p>6.2 The Association may terminate any contract of insurance in respect of a Ship upon there being any change in the management or operation of the Ship.</p> |
| <p>IV E</p> | | <p>7 Termination upon Insolvency or Liquidation</p> <p>7.1 Any contract of insurance shall terminate upon the happening of any of the following events:</p> <p>7.1.1 where the Assured is an individual upon the Assured's death, or upon a receiving order being made against the Assured, or upon the Assured becoming bankrupt, or upon the Assured making any composition or arrangement with the Assured's creditors generally, or upon the Assured becoming incapable by reason of mental disorder of managing and administering the Assured's property and affairs;</p> <p>7.1.2 where the Assured is a corporation, upon the occurrence of any of the following:</p> <p>7.1.2.1 dissolution;</p> <p>7.1.2.2 a resolution for voluntary winding-up being passed (other than for purposes of company or group reorganisation);</p> <p>7.1.2.3 an order for compulsory winding-up being made;</p> <p>7.1.2.4 possession being taken by or on behalf of the holder(s) of any debenture(s) secured by a floating charge of any property comprised in or subject to the charge;</p> <p>7.1.2.5 any event analogous to or having an effect analogous to those set out in this Clause E 7.1.2.1 to 7.1.2.4 under the applicable laws and proceedings of any jurisdiction;</p> <p>7.1.2.6 any action being taken by the Assured intended to procure the occurrence of any one or more of the events set out in this Clause E 7.1.2.1 to 7.1.2.5.</p> <p>7.2 Where the Assured is a corporation, the Association may</p> |

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| | | <p>terminate any contract of insurance in respect of the Assured's interest upon the happening of any of the following events:</p> <p>7.2.1 the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;</p> <p>7.2.2 the making of any general assignment, arrangement or composition with or for the benefit of creditors;</p> <p>7.2.3 an order granting protection from creditors being made;</p> <p>7.2.4 any event analogous to or having an effect analogous to those set out in this Clause E 7.2.1 to 7.2.3 under the applicable laws and procedures of any jurisdiction;</p> <p>7.2.5 any action being taken by the Assured intended to procure the occurrence of any one or more of the events set out in this Clause E 7.2.1 to 7.2.4.</p> |
| IV E | | <p>8 Termination</p> <p>Where the contract of insurance in respect of a Ship is terminated for any reason it is agreed that the Association is entitled to a lien over the Ship for premiums and any other amounts due to the Association.</p> |
| IV E | | <p>9 Notices</p> <p>9.1 Service of any notice or other document required under these terms and conditions by the Association on the Assured may be sent through the post in a prepaid letter or by courier, facsimile or by Electronic Means all of which shall be addressed to the Assured at any address identified by the Assured to the Association expressly or impliedly as the Assured's place of business,</p> <p>9.1.1 PROVIDED that if the insurance by the Association on behalf of the Assured is through a broker or other agent on behalf of the Assured, or if the Association has been notified that a broker or other agent is to be involved in any manner whatsoever with the</p> |

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| | | <p>insurance, any such notice or other document may be addressed to that broker or agent and served at the address of any place of business of that broker or agent and such service shall be deemed to be service on the Assured.</p> <p>9.1.2 In these terms and conditions “address” in relation to ‘Electronic Means’ has the meaning set out in paragraph 7(1) of Part 3 of Schedule 4 and paragraph 7(1) of Part 3 of Schedule 5 of the Companies Act 2006.</p> <p>9.2 Service of any notice or other document required under these terms and conditions by the Assured on the Association shall be by any of the methods described in this Clause E 9.1, sent to the address of the registered office of the Association.</p> <p>9.3 If posted, any such notice or other document as referred to in this Clause E 9.1, 9.1.1 and 9.2 shall be deemed to have been served 24 hours after the letter containing the same was 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 put into the post as a prepaid letter. Any such notice or other document sent by courier shall be deemed to have been served at the time of delivery and any such notice or other document sent by facsimile or by Electronic Means shall be deemed to have been served at the time it was sent and in proving such service it shall be sufficient to prove that the notice or other document was duly despatched.</p> <p>9.4 Every successor, legal personal representative, receiver, <i>curator bonis</i> or other legal curator, trustee in bankruptcy or liquidator of the Assured shall be bound by a notice or other document given as aforesaid if sent as aforesaid, notwithstanding that the Association may have notice of the Assured’s death, mental disorder, bankruptcy, liquidation, incapacity or administration.</p> |

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| IV E | | <p>10 Forbearance</p> <p>No act, omission, course of dealing, forbearance, delay or indulgence of any kind by the Association in enforcing any of these terms and conditions or any contractual terms or conditions, shall be treated as any waiver of any of the Association's rights thereunder, the strict enforcement of which the Association shall at all times and without notice be entitled to insist upon notwithstanding any of the matters aforesaid.</p> |
| IV E | | <p>11 Jurisdiction and Law</p> <p>11.1 These terms and conditions and any contract of insurance entered into by the Association shall be governed by and construed in accordance with English law and shall be subject to the provisions of the Marine Insurance Act 1906 and the Insurance Act 2015 and any statutory modifications thereof except insofar as such Acts or modifications may have been excluded by these terms and conditions or by any terms of such contracts.</p> <p>11.1.1 The following provisions of the Insurance Act 2015 ("the Act") are excluded as follows:</p> <p>11.1.1.1 Section 8 and Section 14 of the Act are excluded. As a result any breach of the duty of fair presentation and/or the duty of good faith shall entitle the Association to avoid this insurance in all circumstances.</p> <p>11.1.1.2 Section 10 of the Act is excluded. As a result if the Assured fails to comply with any warranty in these terms and conditions and/or any contract of insurance, the Association shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.</p> <p>11.1.1.3 Section 11 of the Act is excluded. As a result if the Assured fails to comply with any term of these terms and conditions and/or the contract of insurance, the</p> |

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| | | <p>Association's liability may be excluded, limited or discharged in accordance with these terms and conditions notwithstanding that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.</p> <p>11.1.1.4 Section 13 of the Act is excluded. As a result the Association shall be entitled to exercise its right to terminate any contract of insurance in respect of the Assured in the event that a fraudulent claim is submitted by or on behalf of the Assured and/or any affiliated or associated company of the Assured.</p> <p>11.1.1.5 Section 13A of the Act is excluded. Any contract of insurance between the Association and the Assured shall not be subject to nor shall the Association be in breach of any implied term that it will pay any sums due in respect of a claim within a reasonable time save that the Association may not deliberately or recklessly fail to do so.</p> <p>11.2 If any difference or dispute shall arise between the Association and the Assured (or any other person) out of or in connection with these terms and conditions, or out of any contract between the Association and the Assured, or as to the rights or obligations of the Association or the Assured thereunder, or in connection therewith, or as to any other matter whatsoever, such difference or dispute shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and any statutory modifications or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause E 11. The arbitration shall be conducted in accordance with the London Maritime Arbitrators' Association (LMAA) Terms current at the time when the arbitration proceedings are</p> |

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| | | <p>commenced. The reference shall be to three arbitrators and the arbitrators shall all be full members of the LMAA and/or Queen's Counsel practising at the Commercial Bar in London.</p> <p>A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the fourteen (14) days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if the sole arbitrator had been appointed by agreement. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.</p> <p>In any such arbitration, any matter decided or stated in any judgment or arbitration award (or in any reasons given by an arbitrator for making any award) relating to proceedings between the Assured and any third party shall be admissible in evidence.</p> <p>The Assured may not bring or maintain any action, suit or other legal proceedings against the Association in connection with any such difference or dispute unless the Assured has first obtained an arbitration award in accordance with this Clause E 11.</p> <p>11.3 In respect of any monies whatsoever which the Association considers are due to it, such as but not limited to, outstanding premiums ("Sums Due"), the Association may but shall not be obliged to commence and maintain proceedings to obtain payment in its sole discretion in the</p> |

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| | | <p>following ways:</p> <p>11.3.1 in arbitration in London pursuant to this Clause E 11.2 above; or</p> <p>11.3.2 in the High Court of Justice of England and, if it does so, the Assured hereby submits to the jurisdiction of that Court in respect of any such action.</p> <p>11.4 Nothing in this Clause E 11 including this Clause E 11.2 or in any other Clause in these terms and conditions or otherwise shall preclude the Association from taking any legal action of whatsoever nature in any jurisdiction at its sole discretion, and subject to and/or under the law of such jurisdiction, in order to pursue or enforce any of its rights whatsoever and howsoever arising including but not limited to:</p> <p>11.4.1 Recovering Sums Due; and/or</p> <p>11.4.2 Obtaining security for Sums Due; and/or</p> <p>11.4.3 Preserving the assets of the Assured; and/or</p> <p>11.4.4 Enforcement of its rights of lien whether arising by law or under these terms and conditions.</p> |
| IV E | | <p>12 Incorporation of the Articles of Association</p> <p>All contracts entered into by the Association and all insurances afforded by the Association shall be subject to the Articles of the Association; and words as defined in the Articles of the Association shall have the same meaning in such contracts or such insurances as in the Articles of the Association unless the context requires otherwise or they are defined differently in such contracts and such insurances. The Assured under such contracts and insurances shall not become a member of the Association.</p> |
| IV E | | <p>13 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><i>Articles</i> the Articles of Association of the Association in force from time to time;</p> |

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| | | <p><i>Association</i> The London Steam-Ship Owners' Mutual Insurance Association Limited, a company limited by guarantee registered in England under number 10341;</p> <p><i>Assured</i> a person whose application for insurance under these terms and conditions of any interest in a Ship, Chartered Ship or otherwise has been accepted by the Association and includes, for the avoidance of doubt, a Coassured and an Other Assured;</p> <p><i>Board</i> the board of Directors for the time being of the Association;</p> <p><i>Brexit Event</i> has the meaning given in Section IV E Clause 16.1 of these terms and conditions;</p> <p><i>Certificate of Entry</i> a certificate issued by the Association pursuant to Section IV Clause A 2 of these terms and conditions;</p> <p><i>Chartered Ship</i> a Ship insured for the account of a Charterer including a Ship on which cargo has been, is, or is yet to be carried;</p> <p><i>Charterer</i> an Assured who has an interest in a Ship other than as an owner or disponent owner; and, subject to the terms and conditions as agreed by the Managers in writing and as provided for in the Certificate of Entry, may include <i>inter alia</i> an Assured engaged in time charters, voyage charters, space charters, slot charters, slot swaps, slot contracts, freight forwarding contracts, contracts of affreightment, shipping and/or trading and/or receiving cargo, and pool operations.</p> <p><i>Coassureds</i> Assureds whose application for insurance of their respective interests under these terms and conditions has been accepted by the Association pursuant to Section IV</p> |

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| | | <p>Clause E 1 of these terms and conditions and <i>Coassured</i> shall be construed accordingly;</p> <p><i>Costs and expenses</i> Costs and expenses shall be deemed to include fees for professional services rendered with the agreement of and/or at the instruction of the Association;</p> <p><i>Electronic Form</i> has the meaning given in section 1168(3) of the Companies Act 2006;</p> <p><i>Electronic Means</i> has the meaning given in section 1168(4) of the Companies Act 2006;</p> <p><i>in writing</i> written, printed, lithographed, electronic form, or visibly expressed in all or any of those or any other modes of representing or reproducing words;</p> <p><i>Managers</i> the managers from time to time of the Association;</p> <p><i>Members' Committee</i> the Members' committee for the time being of the Association's group;</p> <p><i>Other assured</i> a person to whom the benefit of the Assured's insurance is agreed to be extended by the Association pursuant to Section IV Clause E 1 of these terms and condition;</p> <p><i>Ship</i> a ship, boat, hydrofoil, hovercraft or other description of vessel or structure (including a lighter, barge or similar vessel or structure under construction howsoever propelled, but excluding (a) a unit or vessel constructed or adapted for the purpose of carrying out drilling operations in connection with oil and gas exploration or production, (b) a fixed platform or fixed rig and (c) a wing-in ground craft), used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof</p> |

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| | | <p>or any proportion of the tonnage thereof or any share therein;</p> <p><i>Clauses in Section IV General Terms & Conditions referring to 'Ship' or 'ship' relate to owners' interests rather than those of charterers and their relevance to Charterers' CSL Cover should be construed accordingly.</i></p> <p><i>Subsidiary</i> any subsidiary (within the meaning of section 1159 of the Companies Act 2006) of The London Steam-Ship Owners' Mutual Insurance Association Limited (a company limited by guarantee registered in England under number 10341) providing Charterers' CSL Cover.</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> |
| IV E | | <p>14 Disclaimer</p> <p>The use of icons, colour and headings within these terms and conditions is intended purely for ease of reference and textual navigation; it should not be construed to import meaning or intention on the part of the Association.</p> |
| IV E | | <p>15 Subsidiary Cover</p> <p>15.1 All cover afforded by a Subsidiary within its Charterers' CSL Cover and all contracts relating thereto shall be deemed to incorporate the provisions of these terms and conditions, save in so far as those provisions are varied as follows:</p> <p>15.1.1 unless the context requires otherwise, all references in these terms and conditions to "the</p> |

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| | | <p>Articles" shall be to the Articles of Association (or foreign equivalent) of the relevant Subsidiary;</p> <p>15.1.2 unless the context requires otherwise, all references in these terms and conditions to "the Association" shall be to that Subsidiary; and</p> <p>15.1.3 unless the context requires otherwise, all references in these terms and conditions to "the terms and conditions" shall be to these terms and conditions as varied by this Clause 15.1.</p> |
| <p>IV E</p> | | <p>16 Contract Continuity</p> <p>16.1 This Clause 16.1 shall only apply following the withdrawal from the European Union by the United Kingdom, including where a transition agreement has been effected ("Brexit Event").</p> <p>16.1.1 Subject to Clause 16.1.2 and to the extent that the Association as a consequence of a Brexit Event is:</p> <p>16.1.1.1 not permitted by applicable law or regulation to perform any contract of insurance (including in respect of the period before or after the date of these terms and conditions) pursuant to these terms and conditions (or any part thereof); and/or</p> <p>16.1.1.2 would become exposed to any legal or regulatory sanction as a consequence of performing such a contract (or any part thereof),</p> <p>such contract or such part that cannot be performed (per Clauses 16.1.1.1 or 16.1.1.2) may instead be performed by a Subsidiary.</p> <p>16.1.2 If and from such time as Clause 16.1.1 applies:</p> <p>16.1.2.1 The Association shall no longer be obliged to perform the contract or such part that cannot be performed (per Clauses 16.1.1.1 or 16.1.1.2) and which is instead performed by a Subsidiary and shall have no liability whatsoever for such non-performance.</p> <p>16.1.2.2 The Subsidiary will only perform the contract</p> |

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| | | <p>to the extent to which the Association would have been obliged to do so.</p> <p>16.1.2.3 Accordingly, the contract will be performed as if only one of the Association and such Subsidiary were a party to it, including (but not limited to) the following respects:</p> <p>16.1.2.3.1 All limits of cover and insurance, aggregate limits of cover and insurance (including the overall aggregate limit) and excesses; and</p> <p>16.1.2.3.2 The Assured's obligations in respect of premiums and otherwise will be discharged by making payment to the Association or such Subsidiary, as the Association directs.</p> |