

CLASS 7, THE WAR RISKS CLASS

NOTICE IS HEREBY GIVEN that a SEPARATE MEETING of the MEMBERS OF CLASS 7, THE WAR RISKS CLASS, of the Association will be held at the REGISTERED OFFICE of the Association, 50 LEMAN STREET, LONDON, E1 8HQ at 12.30 p.m. on WEDNESDAY, 27th JANUARY 1999, or as soon thereafter as the meeting of Class 8 called for that day is finished, for the purpose of altering and adding to the Rules.

The following alterations and additions together with such further alterations and additions, if any, as may be proposed will be submitted for adoption with or without modification and with effect from noon G.M.T. on the 20th day of February 1999.

[New wording is in bold. The explanatory notes in italics will not appear in the actual Rules.]

RULE 2

PART D PROTECTION AND INDEMNITY RISKS

2.D.1 An Insured Owner who has entered his ship for insurance under Rule 2 is insured against the Protection and Indemnity ~~losses~~, liabilities, costs and expenses specified in Appendix D, Paragraphs D.1 to D.12.

PROVIDED ALWAYS that:

the ~~losses~~, liabilities, costs or expenses referred to in each Paragraph (save in Paragraphs D.4.2, D.5 and D.10) must, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Insured Owner or on the part of the Insured Owner's servants or agents, have arisen or been incurred in respect of loss or damage, injury, illness or death or accident caused by:

- 2.D.1.1** war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- 2.D.1.2** capture, seizure, arrest, restraint or detainment (barratry **and piracy** excepted) and the consequences thereof or any attempt thereat;
- 2.D.1.3** mines, torpedoes, bombs, rockets, shells, explosives or other **similar** weapons of war, save for those ~~losses~~, liabilities, costs and expenses which arise solely by reason of ~~the transport of any such weapons whether on board the Entered Ship or not~~ ;
 - 2.D.1.3.1** **the transport of any such weapons whether on board the Entered Ship or not, or**
 - 2.D.1.3.2** **the use of any such weapons either as a result of government order or through compliance with directions given by, or with the written agreement of, any other insurers where the reason for such use was the**

avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover of those other insurers.

~~2.D.1.4~~ strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions,

~~PROVIDED ALWAYS that:~~

~~there shall be no recovery of the losses, liabilities, costs or expenses referred to in Appendix D, Paragraph D.9 to the extent that they arise out of delay to the Entered Ship or her cargo;~~

~~2.D.1.5~~ any terrorist or any person acting maliciously, or from a political motive;

~~2.D.1.6~~ piracy or violent theft by persons coming from outside the Entered Ship;

~~2.D.1.7~~ confiscation or expropriation.

Delete the word "losses" from Rules 2.D.2 and 2.D.3, and from the heading of Appendix D.

Delete Rule 4.E.8.3 entirely.

Amend Rule 4.E.9.3.2. to read

4.E.9.3.2 this exclusion shall not apply to claims arising under Rules 2.B.1.6, ~~2.D.1.4~~, ~~2.D.1.5~~, ~~2.D.1.6~~ and 3.1.6 which shall (subject to Section 80 of the Marine Insurance Act 1906) be recoverable under these Rules notwithstanding any other insurance, protection or indemnity.

[Explanation: The effect of these changes is to tidy up the wording of the P&I sections of the Rules and to remove certain elements which are covered by P&I Club Rules, thus avoiding a potential double indemnity situation.]

By Order of the Committee
A BILBROUGH & CO LTD
(Managers)

31 December 1998