



# Fishing Vessel P&I

Version 1/2021





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## Table of contents

<b>PART 1</b>	PROTECTION & INDEMNITY (CLASS 1)	<b>6</b>
<b>Section 1</b>	Illness, injury and loss of life (Crew)	<b>6</b>
<b>Section 2</b>	Repatriation	<b>6</b>
<b>Section 3</b>	Substitutes and Crew unemployment	<b>7</b>
<b>Section 4</b>	Personal Effects	<b>7</b>
<b>Section 5</b>	Diversion expenses	<b>7</b>
<b>Section 6</b>	Illness, injury and loss of life (Persons other than Crew)	<b>7</b>
<b>Section 7</b>	Stowaways, refugees or Persons rescued at sea	<b>8</b>
<b>Section 8</b>	Contracts and indemnities	<b>8</b>
<b>Section 9</b>	Cargo liabilities	<b>8</b>
<b>Section 10</b>	Collision with other ships and non-contract damage	<b>8</b>
<b>Section 11</b>	Damage to property (including fixed and floating objects)	<b>9</b>
<b>Section 12</b>	Wreck removal	<b>9</b>
<b>Section 13</b>	Quarantine expenses	<b>9</b>
<b>Section 14</b>	Towage	<b>9</b>
<b>Section 15</b>	Pollution risks	<b>10</b>
<b>Section 16</b>	Special compensation for salvors	<b>10</b>
<b>Section 17</b>	General average	<b>11</b>
<b>Section 18</b>	Sue & labour and legal costs	<b>11</b>
<b>Section 19</b>	Fines	<b>11</b>
<b>Section 20</b>	Enquiry expenses	<b>12</b>
<b>Section 21</b>	Life salvage	<b>12</b>
<b>Section 22</b>	Risks incidental to Shipowning	<b>12</b>
<b>PART 2</b>	DEFENCE COVER FOR LEGAL COSTS (CLASS 2)	<b>13</b>
<b>Section 23</b>	Risks covered	<b>13</b>
<b>Section 24</b>	Exclusions and limitations	<b>13</b>



<b>PART 3</b>	GENERAL TERMS AND CONDITIONS	<b>15</b>
<b>Section 25</b>	Application of terms	<b>15</b>
<b>Section 26</b>	Application for insurance	<b>15</b>
<b>Section 27</b>	Certificate of Insurance	<b>15</b>
<b>Section 28</b>	Exclusions and limitations	<b>15</b>
<b>Section 29</b>	Payments to the Company	<b>18</b>
<b>Section 30</b>	Cesser of insurance	<b>18</b>
<b>Section 31</b>	Effect of cesser of insurance	<b>19</b>
<b>Section 32</b>	Fleet Insurance	<b>19</b>
<b>Section 33</b>	Double Insurance	<b>19</b>
<b>Section 34</b>	Claims	<b>19</b>
<b>Section 35</b>	Maximum insured amount	<b>21</b>
<b>Section 36</b>	Deductibles	<b>21</b>
<b>Section 37</b>	Joint Assureds and Co-assureds	<b>22</b>
<b>Section 38</b>	Disputes between Assureds	<b>23</b>
<b>Section 39</b>	Interest and set off	<b>23</b>
<b>Section 40</b>	Documentation	<b>23</b>
<b>Section 41</b>	Flag state & statutory regulations	<b>23</b>
<b>Section 42</b>	Classification	<b>23</b>
<b>Section 43</b>	Condition, other surveys and inspections	<b>24</b>
<b>Section 44</b>	Assignment	<b>25</b>
<b>Section 45</b>	Forbearance and waiver	<b>25</b>
<b>Section 46</b>	Admission and settlement	<b>25</b>
<b>Section 47</b>	Subrogation	<b>25</b>
<b>Section 48</b>	Notification and time limit	<b>25</b>
<b>Section 49</b>	Total asbestos exclusion	<b>26</b>
<b>Section 50</b>	Law and jurisdiction	<b>26</b>
<b>Section 51</b>	Marine Insurance Act	<b>26</b>
<b>Section 52</b>	Sanctions limitation and exclusion clause	<b>26</b>





<b>PART 4</b>	ADDITIONAL COVER AND EXTENSION CLAUSES	<b>27</b>
<b>Clause 1</b>	Specialist Operations clause	<b>27</b>
<b>Clause 2</b>	Dutch Crew clause	<b>27</b>
<b>Clause 3</b>	Claims control clause	<b>27</b>
<b>PART 5</b>	DEFINITIONS	<b>28</b>



## PART 1

### PROTECTION & INDEMNITY (CLASS 1)

The Company shall indemnify the Assured against the Legal Liabilities, costs and expenses under this Class of Insurance, which are incurred in respect of and only in connection with the Operation of the Insured Vessel, arising from Events occurring during the Period of Insurance, as set out in sections 1 to 22 below.

#### Section 1

#### Illness, Injury and Loss of Life (Crew)

- 1.1 Liability to pay damages or compensation for injury, illness or death, as well as resulting hospital and medical expenses when such liability arises during employment on the Insured Vessel.
- The Cover shall extend to the Assured's liability for funeral expenses, including costs for sending home of the coffin or ashes, and Personal Effects of a deceased member of the Crew.
- 1.2 Share catchers
- If Persons are working as employees, under an employment contract which provides for a share of the catch, then they are treated as an ordinary member of the Crew.
- If they are self-employed, either as individuals or in a Company name, they can be covered as ordinary members of the Crew when the contract between the Assured and the share catcher has been prior written approved by the Company.
- 1.3 Owner / Crew member
- If a captain or Crew member is owner or part-owner of the Insured Vessel, the liability of the Assured as a consequence of the actions or omissions of the owner and/or part-owner shall be determined as if the captain or Crew member is not the owner and/or part-owner.
- Liability to Persons engaged with the handling of Cargo of the Insured Vessel shall be limited from the time of receipt of that Cargo at the port of shipment till delivery of that Cargo at the port of discharge.
- 1.4 *Exclusions and Limitations*
- 1.4.1 Where the liability arises pursuant to the terms of a contract of employment and this contract is not approved in writing by the Company, cover under this section is to be limited to the following maximums:
- 60 days in respect of sick wages each Crew member; or
  - USD 80,000.- in respect of death/disability payments each Crew member; or
  - USD 40,000.- in respect of medical expenses payment each Crew member.

#### Section 2

#### Repatriation

- 2.1 Liability to pay repatriation expenses incurred under statutory obligation or contract of service or employment in respect of a member of the Crew.
- 2.2 The Company shall indemnify the Assured against liability for costs of repatriation under a statutory obligation, including the Maritime Labour Convention 2006 or equivalent domestic legislation by a State Party to the Convention.
- 2.3 *Exclusions and Limitations*
- There shall be no recovery when the expenses result from termination of a contract of service or employment, any breach by the Assured of any contract, agreement or statute or the sale of the Insured Vessel.



## Section 3

### Substitutes and Crew unemployment

- 3.1 Liability to pay expenses necessarily incurred in sending a substitute or in securing or engaging and subsequently repatriating a substitute to replace a member of the Crew, who shall have died or been left behind in consequence of illness, injury, desertion or any other cause, where such expenses could not be reasonably avoided.
- Wages shall only be recoverable as part of the said expenses when payable to a substitute engaged abroad while awaiting or during repatriation.
- 3.2 Liability to pay wages to a member of the Crew during unemployment in consequence of the wreck or total loss of the Insured Vessel, not exceeding 120 days. This cover will include a contribution by the Company to the accommodation and any other subsistence or expenses whatsoever of a member of the Crew, for this same period.
- 3.2.1 Cover under this sub-section 3.2 is limited solely to a member of the Crew identified in the Crew list of the Insured Vessel at the time of the wreck or total loss and to no other Person.

## Section 4

### Personal Effects

- Liability to pay the loss of or damage to Personal Effects belonging to a member of the Crew on board of the Insured Vessel during her Operation.
- 4.1 *Exclusions and Limitations*
- 4.1.1 No payment shall be made for theft or pilferage of Crew's Personal Effects and there shall be no recovery in respect of cash, cheques, precious or rare metals or stones, diamonds, artworks, antiques, valuables or objects of a rare or precious nature.
- 4.1.2 Any item with a value in excess of USD 2,500.-, unless agreed by the Company in writing.

## Section 5

### Diversion expenses

- 5.1 Liability to pay the costs of port charges, bunkers, insurance, stores, provisions and Crew wages, but excluding loss of profit, hire, freight or otherwise incurred by the Assured in deviating the Insured Vessel to land or to obtain medical attention for a sick or injured member of the Crew.
- 5.2 Any claim for costs and expenses in respect of bunkers, stores, Crew wages, insurance and port charges shall be limited to the Assured's net loss.

## Section 6

### Illness, injury and loss of life (Persons other than Crew)

- 6.1 Liability to pay damages or compensation for illness, personal injury or death of any Person, other than an employee of the Assured/Co-assured(s), including hospital, medical or funeral expenses incurred in relation to such illness, injury or death where such liability arises on board the Insured Vessel or during her Operation.
- 6.2 *Exclusions and Limitations*
- 6.2.1 Cover under this section is limited to liabilities arising out of a negligent act or omission on board or in relation to the Insured Vessel.
- 6.2.2 Liability to Persons engaged with the handling of Cargo shall be limited from the time of receipt of that Cargo at the port of shipment till delivery of that Cargo at the port of discharge.
- 6.2.3 No claim shall be recoverable under this section where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, unless those terms were previously approved by the Company in writing in accordance with section 8 (Contracts and Indemnities).



## Section 7

### Stowaways, refugees or Persons rescued at sea

- 7.1 Costs and expenses other than the costs of diversion of the Insured Vessel, necessarily incurred by the Assured in meeting its legal obligations in respect of stowaways, Persons rescued at sea, or refugees, including the costs of maintaining, landing and where necessary repatriating such Persons, but only to the extent as such sums are not recoverable under the Hull Policies or from Cargo owners or their insurers.
- 7.2 Any claim for costs and expenses in respect of bunkers, stores, Crew wages, insurance and port charges shall be limited to the Assured's net loss.

## Section 8

### Contracts and indemnities

Liability for loss of life, illness or personal injury, or for loss of or damage to property under the terms of any contract or indemnity made or given by the Assured in respect of facilities or services rendered or to be rendered to the Insured Vessel during her Operation, but only after prior approval of the Company in writing at terms and conditions to be agreed.

This is including contracts for Guard Ship Duties.

## Section 9

### Cargo liabilities

Liabilities to catch and Cargo are excluded from cover. However this insurance cover can be extended to include Cargo liability at terms and conditions to be agreed.

## Section 10

### Collision with other ships and non-contact damage

- 10.1 Liability to pay costs and damages to any other Person arising out of the collision of the Insured Vessel and another Vessel, but only to the extent that such liabilities are not recoverable under the collision liability clause contained in the Hull Policies and provided that it has been agreed in writing between the Company and the Assured prior to inception what proportion of the Insured Vessel's collision liability is covered under this section.
- 10.2 If a claim arises under this section in respect of a collision involving two Vessels belonging wholly or partly to the same owner, the Assured shall be entitled to recover from the Company, and the Company shall have the same rights, as if the Vessels had belonged to different owners.
- 10.3 In any instance in which both Vessels involved in a collision are to blame and the liability of either or both Vessels becomes limited by law, any recovery of the Assured from the Company will be settled on the principle of single liability. In all other instances, a claim for recovery by the Assured from the Company under this section shall be settled on the principle of cross liabilities, as if the owner of each Vessel had been compelled to pay the other owner such proportion of the latter's damages or as may have been properly allowed in ascertaining the balance payable by or to the former.
- 10.4 Liability to pay for loss of or physical damage to any other ship or Cargo or other property therein caused by the wash of the Insured Vessel.





- 10.5 *Exclusions and Limitations*
- 10.5.1 There shall be no recovery from the Company of any Deductible applicable under the Hull Policies.
- 10.5.2 Recovery from the Company under this section shall be limited to the excess, if any, of the amount which would have been recoverable under the Hull Policies if that Vessel had been insured at a value which at the discretion of the Company would have been her full market value.
- Section 11** **Damage to property (including fixed and floating objects)**
- 11.1 Liability to pay damages or compensation for any loss of or damage to any property (including infringement of rights in connection with that property) whether on land or water and whether fixed or moveable, not being another ship or Cargo and incurred during the Operation of the Insured Vessel. Including liability to third party fishing nets.
- 11.2 *Exclusions and Limitations*
- 11.2.1 No claim shall be recoverable under this section where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, unless those terms were previously approved by the Company in writing.
- 11.2.2 No claim shall be recoverable under this section in respect of loss of or damage to property that is owned, leased or otherwise within the possession, custody or control of the Assured.
- Section 12** **Wreck removal**
- 12.1 Liability for the costs and expenses of raising, removing, destroying, lighting or marking the wreck of an Insured Vessel or of any Cargo, equipment or property which is or was carried aboard such Vessel, but always provided that the Assured is obliged by law to perform such Operations or bear such expenses.
- 12.2 *Exclusions and Limitations*
- 12.2.1 In respect of a recovery from the Company under this section the value of the wreck and anything else salvaged shall be deducted and set off against the recoverable costs and expenses;
- 12.2.2 The Assured shall not have transferred its interest in the wreck prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to liability, save by abandonment with the Company's approval in writing;
- 12.2.3 The occurrence or Event giving rise to the wreck of the Insured Vessel arose during the Period of Insurance of the Insured Vessel.
- Section 13** **Quarantine expenses**
- Liability to pay damages or compensation and/or additional expenses incurred by the Assured as a direct consequence of an outbreak of a contagious or infectious disease on the Insured Vessel during her Operation, including quarantine and disinfection expenses and the net loss to the Assured in respect of bunkers, insurance, wages, stores, provisions and port charges.
- Section 14** **Towage**
- 14.1 *Towage of the Insured Vessel.*
- 14.1.1 Liability under the terms of a contract for the customary towage of the Insured Vessel for the purpose of entering or leaving a port or maneuvering within the port during the ordinary course of trading.



- 14.1.2 Liability in the ordinary course of trading if the Insured Vessel is habitually towed from port to port or from place to place.
- 14.1.3 Liability under the terms of a contract for towage of an Insured Vessel other than customary towage, but only if and to the extent that cover for such liability has been agreed by the Company in writing.

14.2 *Towage by the Insured Vessel.*

Liability arising from the towage of another ship or object is only recoverable from the Company, if agreed by the Company in writing.

## Section 15

### Pollution risks

- 15.1 The liabilities, losses, damages, costs and expenses set out below under (a) to (d) when and to the extent that they are caused by or incurred in consequence of the accidental or threatened accidental discharge or escape from the Insured Vessel, of oil or any other substance incurred during her Operation:
  - a. Liability for loss, damage or contamination.
  - b. The costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken.
  - c. The costs of any measures reasonably taken to prevent an imminent danger of the accidental discharge or escape from the Insured Vessel of oil or any hazardous substance which may cause pollution.
  - d. The costs or liabilities incurred as a result of compliance with any order or direction given by any government or authority for the purpose of preventing or reducing pollution or the risk of pollution, provided always that such costs or liabilities are not recoverable under any other insurance.

15.2 *Exclusions and Limitations*

- 15.2.1 No claim shall be recoverable under this section where the Assured is solely held liable as owner of the Cargo.
- 15.2.2 Any Certificate of Insurance or confirmation of cover pursuant to this policy shall not be deemed to be evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or State law and may not be shown or tendered to the United States Coast Guard or any federal or State agency as evidence of financial responsibility or evidence of insurance. The Company does not consent to be a guarantor.
- 15.2.3 In respect of recovery from the Company under this section the value of any property that is or may be deemed to be a hazardous substance which may cause pollution and in respect of which the Assured has obtained any proceeds of sale or other financial recovery whatsoever shall be deducted from and set off against the Company's liability to pay.

## Section 16

### Special compensation for salvors

- 16.1 Liability to pay special compensation to a salvor in respect of the Insured Vessel under the provisions of Article 14 of the International Convention on Salvage 1989, or under a Lloyd's Open Form of salvage agreement, or any standard form of salvage agreement approved by the Company, or under the Special Compensation P&I Club's (SCOPIC) clause.
- 16.2 *Exclusions and Limitations*
  - 16.2.1 No claim shall be recoverable under this section insofar as such special compensation is payable by any third party also having an interest in property which is the subject of salvage services.



- 16.2.2 No claim shall be recoverable from the Company if the Company has not been notified of the salvage requiring Event by the Assured within 24 hours from the time in which they gained knowledge or could have been reasonably expected to gain knowledge.
- 16.2.3 In respect of a recovery from the Company under this section the value of the wreck or of any related appurtenances, equipment, Cargo, bunkers and apparel in respect of which the Assured has obtained any proceeds of sale or other financial recovery whatsoever shall be deducted from and set-off against the Company's liability to pay.

## Section 17

### General average

- 17.1 *Unrecoverable general average contributions – Cargo.*
- The proportion of general average expenditure (including salvage) and special charges which the Assured is entitled to claim from Cargo interests or from some other party to the maritime adventure, but which are not legally recoverable solely by reason of a breach of the contract of carriage.
- 17.2 *Ship's proportion of general average – Hull.*
- Ship's proportion of general average expenditure (including salvage) and sue and labour expenses which are not recoverable under the Hull Policies and Excess Liabilities by reason of the value of the Insured Vessel being assessed for contribution to general average or salvage at a sound value in excess of the insured value under such policies.
- If the amount insured under the Hull Policies is less than the proper value, then the proper value shall be determined by the Company in their sole discretion and the Assured shall only be entitled to recover the excess of the amount which would have been recoverable under the Hull Policies if the Vessel had been insured at the proper value.

## Section 18

### Sue & labour and legal costs

- 18.1 Costs, including legal costs, and expenses reasonably incurred by the Assured, on the occurrence of an Event or matter liable to give rise to a claim, in avoiding or seeking to avoid or minimize any liability or expenditure or loss against which it is insured by the Company, provided that no such costs or expenses shall be recoverable unless either they have been incurred with the Company's prior agreement or the Company determines that such costs or expenses were reasonably incurred.
- 18.2 Unless otherwise agreed the costs and expenses incurred under section 18.1 shall bear the same Deductible as the liability or expenditure so avoided or reduced would have borne.
- 18.3 *Exclusions and Limitations*
- There shall be no recovery from the Company in respect of costs and expenses:
- Which are claimable in General Average.
  - Which result from the Insured Vessel being overloaded or improperly stowed.
  - Which are incurred in order to make the Insured Vessel seaworthy to receive the Cargo.
  - Which form part of the daily running of the Insured Vessel.
  - For work which could have been carried out by the Crew or by reasonable use of the Insured Vessel and her equipment.

## Section 19

### Fines

- 19.1 Liability for fines imposed by any court, tribunal, or authority of competent jurisdiction upon the Assured or upon any Person for whom the Assured is legally liable to reimburse, for any of the following:
- In respect of accidental pollution by oil or other substance.
  - Breach of immigration laws or regulations.



- c. Any act, neglect or default, other than those specified above, of any servant or agent of the Assured in the course of their duties in respect of the Insured Vessel.

## 19.2 *Exclusions and Limitations*

There shall be no recovery from the Company in respect of:

- 19.2.1 Overloading of the Insured Vessel.
- 19.2.2 The presence on board the Insured Vessel of a greater number of Passengers than is legally permitted.
- 19.2.3 Contravention of any law, regulation or requirement in respect of fishing.
- 19.2.4 Entry of the Insured Vessel into prohibited waters.
- 19.2.5 Disregarding of routing regulations.
- 19.2.6 Criminal activity of which the Assured had actual or constructive knowledge, recklessly disregarded or failed to take reasonable steps to prevent.
- 19.2.7 Failure to maintain the Insured Vessel's lifesaving and/or navigational equipment and/or to keep prescribed certificates on board.
- 19.2.8 Landing of a member of the Crew, stowaway or refugee without permission of the necessary authorities.
- 19.2.9 Inspection fees, including follow-up survey fees or fines of any sort arising out of or relating to a Port State Control detention or other order.
- 19.2.10 Infringement of MARPOL regulations where the ship's oily water separator or similar pollution prevention device has been bypassed or rendered inoperable.

## **Section 20**

### **Enquiry expenses**

Expenses reasonably incurred at the discretion of the Company by the Assured in defending itself and/or protecting its interests before a formal enquiry into a casualty involving the Insured Vessel during her Operation.

## **Section 21**

### **Life salvage**

Sums which are legally payable to third parties by reason of their having saved, or attempted to save, the life of any Person on or from the Insured Vessel, but only to the extent as such sums are not recoverable under the Hull Policies or from Cargo owners or their insurers.

## **Section 22**

### **Risks incidental to shipowning**

The Company may cover, in its absolute discretion, the Assured's liabilities, losses or expenses to third parties, being parties other than the Assured, Joint [or Co-] Assured or Associated Persons, which are incidental to the business of ship owning and which are not specified or expressly excluded in this Policy of Insurance, but only to such extent that the Company may decide on any request under this section in its sole discretion.



## PART 2

### DEFENCE COVER FOR LEGAL COSTS (CLASS 2)

The standard cover is set out in section 23 below and is subject always to the terms and conditions of this policy and the provisions of the General Terms & Conditions mentioned in part 3 and the provisions of section 24 below. The Company shall indemnify the Assured against the reasonable and necessarily legal costs and expenses, which are incurred in relation to the Operation of the Insured Vessel, arising from Events occurring during the Period of Insurance.

The Company has the liberty to exclude, limit, modify or otherwise alter the standard cover by special terms, which have been agreed between the Company and the Assured and if so agreed any special terms will appear on the Certificate of Insurance.

#### Section 23

##### Risks covered

- 23.1 The reasonable and necessary legal costs and expenses incurred in establishing or resisting claims and disputes, including any such costs and expenses which the Assured may become liable to pay to any other party, arising in respect of:
  - 23.1.1 Hire or off-hire, freight, deadfreight, laytime, demurrage, despatch or other claim or dispute relating to the Charter Party in respect of the Insured Vessel.
  - 23.1.2 Supplies to the Insured Vessel.
  - 23.1.3 Charges, disbursements and accounts received from agents, stevedores, customs, brokers, harbour authorities or other servants of the Assured.
  - 23.1.4 Loss of, damage to or detention of the Insured Vessel.
  - 23.1.5 General or particular average contributions or charges.
  - 23.1.6 Salvage or towage services rendered to the Insured Vessel.
  - 23.1.7 Representation of the Assured at official investigations or other inquiries in relation to the Insured Vessel.
  - 23.1.8 Actions by, or against Passengers intended to be or being or having been carried on the Insured Vessel, provided the carriage of Passengers was approved by the Company.
  - 23.1.9 Actions by, or against, Crew members, or their personal representatives, dependents or stowaways.
  - 23.1.10 Actions by, or on behalf of, a State or any public body against the Assured or the Insured Vessel, but not taxes or dues payable in countries where the ship is registered or where the Assured is resident or where the Assured has a permanent place of business.
  - 23.1.11 Amounts due from, or to, insurers, other than the Company.
  - 23.1.12 Sale and purchase of the Insured Vessel.
  - 23.1.13 Actions by, or against builders and/or repairers of the Insured Vessel.
  - 23.1.14 Any other issue or matter in connection with the Insured Vessel.

Any claim under this section must have arisen from occurrences or circumstances, which have taken place after the Attachment Date under this policy and must be notified to the Company within the Period of Insurance.

#### Section 24

##### Exclusions and limitations

- 24.1 There will be no recovery under this insurance, if:
  - 24.1.1 The claim, liability or dispute would or could have been covered under the Assured's Protection & Indemnity cover.
  - 24.1.2 There is no reasonable relationship between the amount in dispute or the prospects of successfully obtaining payment (due to financial position of the other party or otherwise) and the costs which are likely to be incurred.





- 24.1.3 The claim or position adopted by the Assured is tainted with illegality or serious impropriety, or is based on conduct or matters which give rise to an exclusion of cover under either this or any other Policy of Insurance concluded between the Assured and the Company, including the Company's General Terms and Conditions incorporated therein.
- 24.2 Any recovery under this Class of Insurance shall be subject always to the following:
  - 24.2.1 The Company shall be entitled in its absolute discretion to support the Assured in connection with any claim or dispute referred to in section 23 to such stage or extent and in such manner and on such terms as the Company may think fit, including but not limited to a term that the amount that the Assured will be reimbursed by the Company shall be capped at a particular amount or alternatively that the Assured shall not be reimbursed in respect of any specified amount or proportion of the costs and expenses incurred or to be incurred.
  - 24.2.2 The Company shall be entitled at any time in its absolute discretion to discontinue its support or to refuse further support in connection with any claim or dispute referred to in section 23, notwithstanding any previous decision by the Company to support the same.
  - 24.2.3 Notwithstanding section 34.8 of part 3 of this insurance, the Company shall have an absolute discretion as to the conduct of any claim or dispute referred to in section 23 and may at any time direct an Assured and its appointed lawyers, surveyors or other Persons to take whatever course in connection therewith as the Company may at its sole discretion require and upon such terms as the Company may deem appropriate and to continue or discontinue any legal proceedings.
  - 24.2.4 In the Event of a failure by the Assured to act as directed by the Company whether under this sub-section 24.2. or howsoever, the Assured shall not be entitled to be reimbursed by the Company in respect of any legal costs and expenses so incurred unless and insofar as the Company shall, in its absolute discretion, otherwise determine.
- 24.3 The Company shall be entitled either directly on its own behalf or with the full cooperation of the Assured to take all such steps as it deems appropriate to satisfy itself that the legal costs and expenses incurred in respect of this part 2 are reasonable. The Company shall have full authority and right to make enquiry of any appointed lawyers and to negotiate with them, to require a full schedule of costs and disbursements and to tax or assess the same as the Company in its sole discretion shall consider appropriate whether formally or otherwise and the Assured shall provide all consents as may be necessary in this regard.
- 24.4 Where a dispute falls within this Policy, the Assured shall not settle or compromise the dispute or make any admissions without the prior approval of the Company, failing which the Company may in its absolute discretion decline cover and/or require reimbursement from the Assured forth with of any legal costs and/or expenses that it has already incurred in respect of the dispute. If a claim by the Assured has been compromised or settled on terms that either are inclusive of legal costs or make no provision as to costs, the Company shall in its absolute discretion be entitled to determine what part of any sum thus received by the Assured shall be deemed attributable to legal costs, and require that part to be paid forthwith to the Company to the extent that the Company has already incurred such costs.



## PART 3

### GENERAL TERMS AND CONDITIONS

#### Section 25

##### Application of terms

The general terms and conditions are applicable to all policies we issue and should be read in conjunction with the terms and conditions of Class 1 and Class 2 mentioned in this policy wording. The terms and conditions of Class 1 and Class 2 shall prevail the General Terms and Conditions. And all terms appearing in the Certificate of Insurance shall prevail above all others.

#### Section 26

##### Application for insurance

All information provided by the client shall form the basis of the contract of insurance and any application must be in the form as provide by the Company.

#### Section 27

##### Certificate of Insurance

- 27.1 When the application for insurance is accepted by the Company, a Certificate of Insurance will be issued by the Company evidencing the terms and conditions of the contract of insurance between the Company and the Assured, which shall also state:
- 27.1.1 Name of Assured on whose behalf the Insured Vessel is insured, the name of the Ship Manager of the Insured Vessel and name of any Co-assured.
  - 27.1.2 The Class of Insurance and any special terms and/or warranties.
  - 27.1.3 The name and main details of the Insured Vessel(s).
  - 27.1.4 The Attachment Date of the Insured Vessel(s) and the Period of Insurance.
  - 27.1.5 The maximum amount insured.
  - 27.1.6 The applicable Deductibles.
- 27.2 If at any time during the Period of Insurance the terms relating to any Insured Vessel vary the Company will issue an endorsement stating the terms and effective date of such variation.
- Any change of information related to the Insured Vessel mentioned in the Certificate of Insurance or information that will influence the insurance risk shall be notified to the Company forthwith.
- 27.3 Every Certificate of Insurance issued by the Company shall be conclusive evidence as to the terms of the contract of insurance or as to the variation of such terms as the case may be.

#### Section 28

##### Exclusions and Limitations

- 28.1 The Assured shall not be entitled to recover under any part or Class of Insurance, if:
- 28.1.1 The Assured has failed to exercise reasonable care in the chartering, ownership, Operation or management of the Insured Vessel.
  - 28.1.2 The Assured has failed to promptly provide the Company or its nominated representative with any information or documentation relating to any claim or dispute under this policy.
  - 28.1.3 The claim or dispute is between Joint Assureds or between Associated Persons.
  - 28.1.4 The claim arises due to the fact that the Insured Vessel is carrying illegal goods, contraband, blockade running or the Assured recklessly or intentionally employed or caused the Insured Vessel to be employed in an unlawful or unduly hazardous or improper trade or voyage.
  - 28.1.5 The liabilities, costs, losses or expenses are caused by:
    - a. War, civil war, revolution, rebellion, insurrection, terrorist act or civil strife arising therefrom, or any hostile act by or against a belligerent power;



- b. capture, seizure, arrest, restraint or detention (barratry, piracy excepted) and the consequences thereof or any attempt thereat;
  - c. any weapons of war, unless by reason of transport on the insured Vessel;
  - d. nuclear risks;
  - e. ionising radiations from or contamination by radioactivity from or nuclear fuel or from any nuclear waste or from combustion or nuclear fuel;
  - f. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - g. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - h. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - i. any chemical, biological, bio-chemical or electromagnetic weapon;
  - j. Cargoes that are not carried in accordance with the specific international guidelines applicable including, but not limited to, the IMDG, IBC or IMSBC Code; or which are carried on Vessels that do not comply with the requirements as set for the carriage of such Cargoes;
  - k. wilful misconduct on the part of the Assured, such misconduct being an act intentionally done, or a deliberate omission by the Assured, with knowledge that the performance of omission will probably result in injury, or an act done or omitted in such way as to allow inference of a reckless disregard of the probable consequences.
- 28.1.6 The Insured Vessel has been, or is intended to be, employed in trades or areas other than those agreed with the Company.
- 28.1.7 The liability is imposed on the Assured as punitive or exemplary damages, howsoever described.
- 28.1.8 The claim, liability or expenses are covered under any other policy.
- 28.1.9 The claim is in respect of liability, losses, costs and expenses incurred during the course of performing Specialist Operations, to the extent that these arise as a consequence of:
- a. Claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any part for whose benefit the work has been performed or not) in respect of the specialist nature of the Operations; or
  - b. 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 defect in the Assured's work, products or services; or
  - c. any loss of or damage to the contract work including, but not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the ship is working, or to be used up or consumed in the completion of such project.
- This exclusion shall not apply to liabilities, losses, costs and expenses incurred by the Assured in respect of:
- i. loss of life, injury or illness of Crew and other personnel on board the Insured Vessel; or
  - ii. the wreck removal of the Insured Vessel; or
  - iii. oil pollution from the Insured Vessel; but only to the extent that such liabilities, losses, costs and expenses are covered by the Company in accordance with the policy wording.



- 28.1.10 The claim is arising out of the carriage of Passengers, unless agreed by the Company in writing prior to attachment.
- 28.1.11 The liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, unless those terms were previously approved by the Company in writing.
- 28.1.12 Illegal fishing  
Excluding claims and/or liability arising out of illegal fishing.
- 28.2 Computer harm
  - 28.2.1 Any incident or claim resulting from direct or indirect use or Operation, as a mean of inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system shall not be covered.
  - 28.2.2 Where this section is endorsed on policies to include Owners War Protection and Indemnity Cover, section 28.2.1 shall not exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic computer system in the launch and/or guidance and or firing mechanism of any weapon or missile.
- 28.3 Hull Policies  
Any liability cost or expense covered under the Insured Vessel's Hull policy shall not be recoverable nor the Deductible provided under the Insured Vessel's Hull policy shall be recoverable.
- 28.4 Coronavirus Limitation – [LMA 5395] (amended)
  - 28.4.1 This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.
  - 28.4.2 This insurance excludes coverage for:
    - 28.4.2.1 subject only to section 28.4.3, any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
      - a. Coronavirus disease (COVID-19);
      - b. Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or (SARS-CoV-2); or
      - c. any mutation or variation of SARS-CoV-2; or from any fear or threat of a), b) or c) above;
    - 28.4.2.2 subject only to section 28.4.3, any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;
    - 28.4.2.3 any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.
  - 28.4.3 The exclusions under section 28.4.2.1 and 28.4.2.2 above, only apply to any loss, damage, liability, cost or expense of the Assured which exceed(s) USD 10 million per Event.
  - 28.4.4 Section 28.4.3 does not apply to any loss, damage, liability, cost or expense of the Assured relating to Passengers and to Persons (other than Crew) on board of the Insured Vessel, unless otherwise agreed by the Company in writing.
  - 28.4.5 All other terms, conditions and limitations of the insurance remain the same.



## Section 29

### Payments to the Company

- 29.1 Section 53 of the Marine Insurance Act shall not unless otherwise agreed apply.
- 29.2 The Assured shall pay the premium strictly as required by the Company in the Certificate of Insurance or as the Company shall specify from time to time. Time shall be of the essence as regards any due date as hereinafter defined.
- 29.2.1 If the Certificate of Insurance or other written notification by the Company requires payment to be made in full by a given date or within the period there set out this shall be the due date by which the Assured must pay.
- 29.2.2 The Certificate of Insurance or other written notification by the Company requires payment to be made in instalments by a series of dates or periods as there set out, then each date or period shall count as a due date by which the Assured must pay although it is expressly agreed that the instalment payments do not render the policy severable.
- 29.3 The Company may require the Assured to pay all or any part of any premium due in such currency as the Company may specify.
- 29.4 No claim of any kind whatsoever by the Assured against the Company shall constitute any right of set-off against the premiums or other sums due to the Company or shall entitle the Assured to withhold or delay payment of any premiums or other sums due under this policy on the due date.
- 29.5 Where the Assured has failed to pay, either in whole or in part, any premium by a due date notwithstanding that, in relation to instalment payments, the Assured may have paid any prior amount(s) by the due date(s), the Company shall have the right to serve a notice upon the Assured requiring him to pay the premium by any date specified in such notice, not being less than seven days from the date on which notice is given.
- If the Assured fails to make such payment in full on or before the date so specified, this insurance shall be cancelled forthwith without further notice of any other formality.
- The effect of such cancellation shall be as set out in section 31.1 below.
- Notwithstanding that the insurance has been cancelled by virtue of this section, the Assured shall be liable for all or any amounts which have fallen due under this policy prior to such cancellation.
- 29.6 The Company shall be entitled, once premiums and other sums have become due and payable, to commence an action against the Assured or any other liable Person, for the recovery of these amounts.

## Section 30

### Cesser of Insurance

- 30.1 The Assured shall cease to be insured by the Company in respect of all Insured Vessels upon the happening of any of the following:
- 30.1.1 If there is a change of management or ownership of the Insured Vessel.
- 30.1.2 If the Assured is served in accordance with section 29.5 with a notice by the Company requiring him to pay any amount due to the Company and he fails to pay such amount on or before the date specified in such notice.
- 30.1.3 Where the Assured is an individual, upon his death or if a receiving order shall be made against him or if he shall become bankrupt or make any composition or arrangement with his creditors generally or if he shall become incapable by reason of mental disorder of managing and administering his property and affairs.
- 30.1.4 Where the Assured is a corporation, upon the passing of any resolution for voluntary winding up (other than voluntary winding up for the purposes of Company or group reorganisation) or upon an order being made for compulsory winding up or upon dissolution or upon a receiver or manager of all or part of the corporation's business or undertaking being appointed or upon possession being taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the charge.





- 30.2 In respect of the Insured Vessel:
  - 30.2.1 If the Insured Vessel becomes a total loss or is accepted under the Hull or War Risks Policies as being a constructive, compromised or arranged total loss. The Company will be entitled to receive full annual premium in case the Insured Vessel becomes a total loss or is accepted under the Hull or War Risks Policies as being a constructive, compromised or arranged total loss.
  - 30.2.2 If the Insured Vessel is missing for 10 days from the date she was last heard of, or upon her being posted at Lloyd's as missing, whichever shall be the earlier.
  - 30.2.3 If the Insured Vessel is requisitioned by a State or government authority.

## Section 31

### Effect of Cesser of Insurance

- 31.1 If the cesser of the insurance occurs because of a cancellation for failure to pay premiums, the Assured shall cease to be insured as from the Attachment Date and the Company shall not be liable for any claims of whatsoever nature in respect of any Insured Vessel under this policy, whether the incident giving rise to such claim occurred before or after the cesser of this insurance and notwithstanding the Company may have admitted liability for or appointed lawyers, surveyors or any other Person to deal with any claims or the Company has posted or promised security.
 

The Assured must in all cases make alternative arrangements for the defence or prosecution of any claims and for the provision of substitute security and do all things necessary to take over and handle any claims as prudent uninsured.
- 31.2 If the cesser of insurance occurs for any other reason, the Company shall remain liable for all claims under this policy arising from any incident which occurred before the cesser but shall be under no liability in respect of any claim arising out of any occurrence or Event after the cesser.

## Section 32

### Fleet Insurance

If it is agreed between the Assureds and the Company that the Insured Vessels are subject to Fleet Insurance then the debts of any one Assured in respect of any such Insured Vessel shall be treated as a debt to the Company of all other Assureds whose vessels are or were insured as part of the same fleet and the Company shall be entitled to act as if all the Vessels forming part of the fleet were entered by the same Assured.

## Section 33

### Double insurance

- 33.1 There shall be no recovery from the Company of any claim in respect of liabilities or expenses which are recoverable under any other insurance effected by the Assured.
- 33.2 The Company shall not be liable for any franchise, Deductible or deduction of a similar nature borne by the Assured under such other insurance.

## Section 34

### Claims

- 34.1 Upon the occurrence of any casualty, Event or matter liable to give rise to a claim by the Assured against the Company, it should be the duty of the Assured and his agents to take and continue to take all such steps as may be reasonable for the purpose of averting or minimising any expense or liability in respect of which he may be insured by the Company. If the Assured commits any breach of this obligation the Company may reject any claim by him.
- 34.2 It is a condition precedent to the Company's liability hereunder that the Assured shall give prompt notice in writing to the Company of any claim, dispute, matter or Event which has arisen or has occurred and which is liable to give rise to a claim under this policy, and shall provide the Company with all relevant facts of which the Assured has knowledge at the time of any notification.



- 34.3 If the Assured makes any request for payment under this policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known to be so) or where the Assured colludes with a third party with a view to making a fraudulent claim hereunder then this policy shall be rendered automatically void and the Assured will forfeit all benefit under it and it shall be of no further effect. The Company shall be entitled to retain all and any premium already paid and to obtain a full indemnity from the Assured in respect of any costs and disbursements incurred by the Company in relation to the claim and in relation to the investigation of the Assured's conduct.
- 34.4 If the Assured becomes insolvent during the course of any claim to which the Company has given support, the Company shall thereupon reserve the right to withdraw that support forthwith.
- 34.5 The Assured must at all times promptly provide the Company of any documents, reports, evidence or other information relevant to any claim, dispute, matter or Event which has led or which is liable to lead to a claim under this policy, and which are in the possession or power of the Assured or his agents or otherwise within his knowledge.
- 34.6 When so requested by the Company, the Assured shall promptly produce, or cause his agents promptly to produce, all such documents or information of whatsoever nature which are or may be relevant to the Assured's claim or intended claim.
- 34.7 The Assured shall permit the Company or his appointed agent or servant to interview any servant or agent or other Person who may have been working for the Assured at the material time or at any time thereafter or whom the Company consider likely to have any direct or indirect knowledge of the matter giving rise to a claim under this policy.
- 34.8 Any lawyer, surveyor or other expert or adviser shall be selected by the Company. The Company may, at its sole discretion, approve or decline any suggestions of the Assured in this regard. A lawyer, surveyor, expert or other adviser so selected shall be appointed and employed solely on the basis:
- 34.8.1 That they are employed by the Assured who shall be deemed their principal.
  - 34.8.2 That they have standing instructions from the Assured at all times to give advice and report to the Company directly without prior reference to the Assured and shall produce to the Company any and all relevant documents or information obtained by them whether from the Assured or howsoever and whether or not such advice, reports, documents or information would otherwise be the subject of legal or any form of privilege as if they had been appointed to act at all times and had at all times been acting on behalf of the Company and the Company may at any time whatsoever rely upon such advice, reports and documentation or information as it in its absolute discretion deems fit, including but not limited to, the provision of further support and on coverage under the policy.
  - 34.8.3 That notwithstanding section 34.8.2 above, any reports or advices given pursuant to this section shall not bind the Company to any course of action.
  - 34.8.4 That they shall provide costs and disbursement estimates to the Company at the Company's request. If so advised by the Company in writing, no legal costs and expenses shall be incurred by them without the Company's express prior approval.
- 34.9 The Company is under no obligation to provide bail or other security on behalf of the Assured, but from time to time the Company may in its sole discretion decide to provide bail or other security on such terms and in such form as the Company in its sole discretion may consider appropriate.



- 34.10 Where legal steps or other proceedings are undertaken by lawyers or other parties appointed by the Assured or its agents, the Company has the discretion to decline to pay for such legal services. The Company furthermore has the right to control or direct the conduct of handling of any case or legal and other proceedings relating to any matter in respect whereof legal and other costs are covered and to require the Assured to settle, compromise or otherwise dispose of the case or legal and other proceedings in such manner and upon such terms as the Company deems necessary. The Company shall be under no liability to reimburse an Assured for costs incurred before the Company has been notified of a claim under the cover.
- 34.11 The provision by the Company of bail or other security, or otherwise acting on behalf of the Assured, shall not constitute an admission of liability by the Company for the claim in respect of which the bail or other security is given.
- 34.12 The provision by the Company of bail or other security is always subject to payment to the Company of the applicable Deductible(s) and all outstanding premiums.
- 34.13 It is a condition precedent to the Assured's right of recovery under this policy with regard to any claim by the Assured in respect of any loss, expense or liability, that the Assured shall first have discharged any loss, expense or liability.
- 34.14 Where the Company has indemnified the Assured for any claim under this policy, the Company shall be entitled to any recovery from a third party in respect of that claim and the Assured shall, upon first request of the Company, provide all documents to enable the Company to exercise the Assured's rights of recovery.
- 34.15 Where the Assured as a consequence of an Event which is covered by the Company obtains extra revenue, saves expenses or avoids liability or loss which otherwise would have been incurred and which would not have been covered by the Company, the Company shall be entitled to recover from the Assured or retain from any sum which would otherwise be payable to the Assured, an amount equivalent to the benefit obtained by the Assured.
- 34.16 Notwithstanding section 34.13, where the Assured has failed to discharge a Legal Liability to pay damages or compensation for personal injury, illness or death of a Crew member, or costs of repatriation under the Maritime Labour Convention 2006 or any materially similar enactment, the Company shall discharge or pay such claim on the Assured's behalf directly to such Crew member or dependent thereof, provided always that:
- a. The Crew member or dependent has no enforceable right of recovery against any other party and would otherwise be uncompensated,
  - b. the amount payable by the Company shall under no circumstances exceed the amount which the Assured would otherwise have been able to recover from the Company under the policy and the Assured's terms of cover as per this Certificate of Insurance, and
  - c. any payment in respect of costs of repatriation made under this provision shall be done by the Company as agent of the Assured only and the Assured shall be liable to reimburse the Company for the full amount of such payment.

**Section 35**

**Maximum insured amount**

The maximum liability of the Company under this policy in respect of each accident or occurrence relating to the Insured Vessel and falling within the Period of Insurance shall be limited to the amount(s) specified in the Certificate of Insurance.

**Section 36**

**Deductibles**

- 36.1 Any claim recoverable under this policy shall be limited to the excess of the Deductibles specified in the Certificate of Insurance.
- 36.2 The Assured shall pay the Deductible on or before the date specified by the Company.



36.3 If the Assured does not pay the Deductible, the Company shall have the right to serve a notice upon the Assured with seven (7) days to pay the Deductible. If the Assured fails to make such payment in full on or before the date so specified, the insurance of the Assured shall be cancelled forthwith without further notice or formality. Notwithstanding that the insurance has been cancelled by virtue of this clause, the Assured shall be liable for all or any amounts which have fallen due under this policy prior to such cancellation.

36.4 The Company shall be entitled, once Deductibles have become due and payable, to commence an action against the Assured or any other Person liable, to recover any unpaid Deductible.

**Section 37**

**Joint Assureds and Co-assureds**

37.1 The Company may accept an Insured Vessel owned by more than one party or managed by another Company than the Assured, in which case each party shall be a Joint Assured.

37.1.1 Joint Assureds shall be jointly and severally liable to pay all amounts due to the Company.

37.1.2 If an application is made by two or more Vessels forming part of a fleet through a Ship Manager with a view to obtaining terms which would not have been available had the Vessels been offered for insurance separately, such insurance may be accepted on the basis that the Ship Manager shall sign the appropriate Application Form and be treated as a Joint Assured and shall together with the Assured be jointly liable as Assured.

37.1.3 Any payment by the Company to the Assured or any one of the Joint Assureds, shall be deemed to be complete payment to the Assured and to all Joint Assureds jointly and shall fully discharge the obligations of the Company in respect of that payment.

37.1.4 The contents of any communication between the Company and the Assured, or any Joint Assured or any Co-assured, shall be deemed to be within the knowledge of the Assured and all Joint Assureds and Co-assureds.

37.1.5 Any failure by the Assured, or any Joint Assured, or any Co-assured to comply with any of the obligations under this Policy of Insurance, shall be deemed to be a failure of the Assured and all Joint Assureds and Co-assureds.

37.1.6 Any conduct or omission (including misrepresentation or non-disclosure) by the Assured, or any Joint Assured or any Co-assured, which would have entitled the Company to reject or reduce any claims shall be deemed to have been the failure of the Assured and all Joint Assureds and Co-assureds.

37.1.7 The Company shall not cover any liability, loss, expense or costs in respect of any dispute between the Assured and any Joint Assured and any Co-assured, or between Joint Assureds or between Co-assureds or between Joint Assureds and Co-assureds arising out of or relating to the subject matter of this Policy.

37.1.8 The total liability of the Company in respect of any one Event, to the Assured, and to any Joint Assured or Co-assured shall not exceed such sum as would have been recoverable from the Company only by the Assured.

37.1.9 In the Event that the total liability of the Company is less than the total sum claimed by the Assured and by any Joint Assured or Co-assured, the Company shall be entitled to apportion payment in proportion to the respective amounts claimed.

37.2 The Company may agree to extend the Policy of Insurance to a Co-assured named in the Certificate of Insurance.

37.2.1 In respect of a Co-assured the Company shall only be liable to the Co-assured to the extent that it would have been liable to the Assured had the claim in question been brought and enforced against the Assured.

37.2.2 A Co-assured shall not be liable for amounts due to the Company by the Assured.



## Section 38

### Disputes between Assureds

In the Event of a dispute between Assureds insured with the Company, the Company may insist that the dispute in question shall be submitted to the Company and/or to a legal, technical or other expert appointed by the Company, for an opinion prior to the commencement of court proceedings or arbitration. Any such opinion may not be referred to in any subsequent proceedings, but may be taken into account by the Company in determining to what extent the Company shall cover the costs of either Assured.

## Section 39

### Interest and set off

- 39.1 In no case whatsoever shall interest be paid on any amount due from the Company.
- 39.2 The Company shall be entitled to set off any amount due from the Assured against any amount due to the Assured.

## Section 40

### Documentation

It is warranted that the Insured Vessel, its Crew and its Cargo shall, at all times, be properly documented, unless otherwise agreed in writing between the Assured and the Company. Should the Insured Vessel at any time to the knowledge of the Assured or any of its officers, or should any of them be reckless in relation thereto, carry false papers relating to the Operation of the Vessel, the qualifications, number or competence of the Crew, or as to the nature or condition of the Cargo then this policy shall be rendered automatically void and the Assured will forfeit all benefit under it and it shall be of no further effect.

## Section 41

### Flag state & statutory regulations

- 41.1 It is warranted that the Insured Vessel is registered in a particular country and sails under a particular flag and/or management and shall remain so during the entire Period of Insurance.
- 41.2 It is warranted that the Assured shall comply with all statutory regulations, laws, and directions relating to the construction, adaptation, condition, fitment and equipment of the Insured Vessel throughout the entire Period of Insurance.
- 41.3 It is warranted that the Assured shall maintain the validity of all statutory or other certificates as are issued by or on behalf of the Insured Vessel's Flag State in relation to the International Safety Management (ISM) Code and the International Ship and Port Facility Security (ISPS) Code throughout the entire Period of Insurance.
- 41.4 It is warranted that the Insured Vessel is to be crewed and manned in accordance with the statutory regulations, laws and directions applying to the Insured Vessel by virtue of its registry or flag and shall comply with the statutory regulations, laws or decrees relating to crewing and manning in each port which the Insured Vessel visits, whether or not in the course of its employment.

## Section 42

### Classification

- 42.1 It is warranted that:
  - 42.1.1 Either the Insured Vessel is and shall remain throughout the Period of Insurance fully classed with a Classification Society approved by the Company, and that any change of Classification Society shall forthwith be notified to the Company in writing. The Assured shall fully and timeously comply with all rules, recommendations and requirements of the Classification Society and will promptly report to the Classification Society and the Company any incident or condition in connection with the Insured Vessel.
  - 42.1.2 Or in case the Vessel is not classed, the Vessel to be classed or surveyed in accordance with statutory regulations and certified to carry out their fishing duties and all necessary permits are to be obtained.
- 42.2 The Assured irrevocably authorizes the Company to inspect and copy information relating to the maintenance of classification either in the Assured's possession or in the possession of the Classification Society and the Assured will at the request of the Company confirm in writing that the Company is entitled to inspect and copy such records of the Classification Society for whatever purpose the Company may deem necessary.





- 42.3 It is warranted that during the Period of Insurance the Insured Vessel shall be classed and maintained in class or fully in compliance with Statutory regulations without any extensions or postponements from the Classification Society or Statutory Body of their survey dates. It is further warranted that any recommendations by the Classification Society or Statutory Body in relation to the Insured Vessel will be complied with immediately.

**Section 43**

**Condition, other surveys and inspections**

The provisions of this section shall not derogate from the warranties of the Assured in relation to those matters set out in sections 40, 41 and 42. This section contains the entitlement of the Company to review the condition of the Insured Vessel prior to inception and throughout the Period of Insurance and in appropriate circumstances to amend the insurance coverage provided.

- 43.1 The Assured shall strictly comply with any survey warranty set out in the Certificate of Insurance relating to the Insured Vessel.

The Company may, as a condition precedent to the inception of the Policy of Insurance or on a held covered basis or on such other terms as it in its sole discretion may decide, require the Insured Vessel to be surveyed by a Company approved surveyor on a date and at a place satisfactory to the Company, but at the Assured's expense. Unless and until any repairs or other action have been carried out to the satisfaction of the Company and within the time prescribed by the approved surveyor, the Policy of Insurance shall not be in full force and effect or shall be restricted to such special terms as the Company may, in its discretion, agree.

- 43.2 The Assured shall provide the Company with all information, documents and photographic or other evidence as to the condition, maintenance and Operation of the Insured Vessel, including her whereabouts, throughout the entire Period of Insurance as the Company or its approved Surveyor(s) may reasonably request.

It is a continuing obligation upon the Assured promptly to notify and to provide the Company with all relevant documentation concerning any incident or matter that may affect the Insured Vessel's condition during the Period of Insurance including, but not limited to, intervention by Port State Control, a casualty, a direction or other order by a State or port regulatory authority that requires repairs, improvement or some remedial step to the Insured Vessel.

- 43.3 The Assured shall permit the Company, at any time, to carry out a survey of the Insured Vessel by a surveyor or other expert appointed by the Company but at the Assured's expense on a date and at a place satisfactory to the Company. In the light of the surveyor's recommendations following such survey the Company shall be entitled:
- 43.3.1 To terminate the Policy of Insurance immediately on provision to the Assured of the surveyor's findings, when the Assured shall cease to be insured. The Company shall, tender an appropriate pro-rata per day return as soon as reasonably practicable.
  - 43.3.2 To impose conditions and restrictions or otherwise vary the Policy of Insurance as the Company may, in its sole discretion, deem appropriate including, without limitation, the exclusion of all or part of the perils insured against in Class of Insurance 1, on provision to the Assured of the surveyor's findings. Any condition, restriction, variation or exclusion shall remain in full force and effect unless and until the Assured has complied with the recommendations of the survey as to repairs or other action to be taken within such time as may be specified by the Company to the satisfaction of the Company and its surveyor.
  - 43.3.3 Hold the Assured decline to accept any condition, restriction, variation or exclusion imposed by the Company pursuant to section 43.3.2 above ("the amended terms") then it shall have the option of terminating the Policy of Insurance within 7 days of its receipt of the amended terms when the Company shall tender an appropriate pro-rata per day return as soon as reasonably practicable.



- 43.3.4 The Company's Condition Survey Guidelines, as from time to time amended, and the Company's P&I Risk Assessment Reports insofar as they relate to the Insured Vessel, shall be patent to the Assured as the basis of the Company's assessments pursuant to sections 43.3.1 and 43.3.2.

## Section 44

### Assignment

No insurance provided by the Company and no interest in any contract between the Company and the Assured may be assigned without the written consent of the Company, who shall have the right in its sole discretion to give or refuse such consent without stating any reason or to give consent upon any such terms or conditions as the Company may think fit. The Company shall be entitled, before paying any claim to an assignee of the Assured, to deduct or retain such amount as the Company may then estimate to be sufficient to discharge any liabilities of the Assured to the Company, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

## Section 45

### Forbearance and waiver

No act, omission, course of dealing, forbearance, delay or indulgence by the Company, whether by its officers, servants, agents or otherwise, shall be treated as a waiver of any of his rights in respect of any of the terms and conditions in this policy.

## Section 46

### Admission and settlement

The Assured shall make no admission of liability nor settle any claim or dispute or proceedings instituted by or against it without prior written approval of the Company. If the Assured admits liability or settles the claim or dispute without such prior written approval or refuses to settle the claim, notwithstanding that the Company shall have required it to do so, the Company shall not be liable to indemnify the Assured and the Assured will be liable to refund the Company all or part of any costs paid by the Company either to the Assured or to lawyers, surveyors or other Persons.

## Section 47

### Subrogation

The Company shall be subrogated to all the rights which the Assured may have against any other Person or entity, in respect of any payment or promise of payment made in accordance with this policy, to the extent of such payment or that promise of payment, and the Assured shall, upon the request of the Company, execute all documents necessary to secure to the Company such rights.

The Company shall have the right to sue in the name of the Assured, and the Assured shall execute all papers and documents in connection therewith, as requested by the Company, and shall lend all assistance to the prosecution of any suit. The balance of any amount recovered after full reimbursement of the Company for its loss and all expenses incurred shall be paid to the Assured. Compliance with this requirement may, in the Company's discretion, be made a condition of the payment of a loss.

## Section 48

### Notification and time limit

Without prejudice to the duty of prompt notification contained in section 34.2, the Assured's claim against the Company shall be extinguished and the Company shall be under no further liability in respect thereof, if an Assured:

- a. fails to notify the Company of any casualty, Event or claim referred to in section 34.2 within one year after he has knowledge thereof or ought to have had knowledge thereof or;
- b. fails to submit a claim to the Company for reimbursement of any liabilities, costs or expenses within one year after discharging the same.



## Section 49

### Total asbestos exclusion

There shall be no recovery from the Company in respect of any liabilities, costs and expenses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## Section 50

### Law and jurisdiction

- 50.1 This policy shall be governed by and construed in accordance with English Law.
- 50.2 The High Court in London shall have exclusive jurisdiction to hear and determine any claim or dispute under this policy.
- 50.3 The Insurance provided by the Company shall not, nor is it intended to, confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.

## Section 51

### Marine Insurance Act

This policy and all contracts of insurance made by the Company shall be subject to and incorporate the provisions of the Marine Insurance Act, and any statutory modifications thereof except insofar as such Act or modifications may have been excluded by this policy or by any terms of such contracts.

## Section 52

### Sanctions limitation and exclusion clause

There shall be no recovery in respect of any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs and expenses would expose the Company to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organization.



## Part 4

### ADDITIONAL COVER AND EXTENSION CLAUSES

In addition to the risks covered under part 1 of this policy wording, the Protection and Indemnity cover can be extended with the following optional clauses at terms and conditions to be approved and confirmed by the Company in writing prior to commencement of such risk. The Company has the liberty to exclude, limit, modify or otherwise alter the standard cover by special terms, which have been agreed between the Company and the Assured and if so agreed any special terms will appear on the Certificate of Insurance.

#### Clause 1

##### **Specialist Operations clause**

Notwithstanding the exclusion in section 28.1.9 of the General Terms and Conditions of this policy, cover is extended to include claims in respect of the specialist nature of the Operations as described in section 28.1.9. a.

#### Clause 2

##### **Dutch Crew clause**

Excluding all claims arising from loss of life, personal injury or illness, or loss of Personal Effects of any Crew member where such liability arises or the costs or expenses are incurred under the terms of a Crew contract or other contract of service or employment, which follows or goes beyond the Collective Labour Agreements and which are capable of being covered by the Dutch Social Insurance Institutions such as “Zee – risico 1967” and/or “Het Noorden” and/or “UWV” on the widest conditions of cover available therefrom.

The Assured's right of recovery to remain fully intact with regard to recourse actions, and claims for special damages, as well as in respect of the liability for costs and expenses not normally covered by the Dutch Social Insurance Institutions such as extraordinary funeral and repatriation expenses of dead bodies, substitution and diversion, in accordance with the applicable Policy of Insurance.

A contract of employment or other contract of service or employment drafted in Accordance with the Collective Labour Agreement shall be deemed to be a contract “seen and approved” by the Company.

#### Clause 3

##### **Claims control clause**

Any accident or occurrence in relation to an Insured Vessel likely to lead to a claim hereunder shall be notified immediately in writing to the Company, who will have 100% control over claims handling without interference by other parties.



## PART 5

### DEFINITIONS

<b>Application Form</b>	An application for insurance, duly signed by the Assured, in the standard format stipulated by the Company, providing information material to the risk to be insured and which shall be attached and form part of the Policy of Insurance.
<b>Associated Person</b>	A Company or other legal entity which controls or is controlled by or is under common control with the Assured.
<b>Assured</b>	The Person insured under the Policy of Insurance and who is stated to be the Assured in the Certificate of Insurance.
<b>Attachment Date</b>	The first day on which the insurance commences.
<b>Cargo</b>	Goods which are the subject of a contract of carriage and are to be, are, or were carried on the Insured Vessel, other than containers leased and/or owned by the Assured.
<b>Certificate of Insurance</b>	The document issued by the Company stating the details of risks attached and which is evidence of the contract of insurance including the endorsements provided as per part 3, section 27.2) under the Policy of Insurance.
<b>Charter Party</b>	A time Charter Party, a voyage Charter Party, including contracts of affreightment and booking notes or a space Charter Party.
<b>Class of Insurance</b>	Any Class of Insurance which is referred to in the Policy of insurance.
<b>Co-assured</b>	Any Person or Company named in the Certificate of Insurance, who is covered on the basis of 'misdirected arrow' only.
<b>Company</b>	The carriers as mentioned in the Certificate of Insurance under the Security heading.
<b>Crew</b>	Any Person (including the Master) employed or engaged to serve on board the Insured Vessel under Articles of Agreement or other Crew agreement or contract of service of or employment, including a substitute for such Person.
<b>Deductible</b>	The proportion, percentage or the limited sum of money to be borne by the Assured in respect of any claim.
<b>Event</b>	Any Event, including any occurrence or occurrences arising out of any such Event unless the Company decides to treat each occurrence as a separate Event. An Event shall deemed to have taken place at the time of the first occurrence which results in a claim or claims.
<b>Fleet Insurance</b>	Coverage of two or more Vessels by one or more Assureds on the basis that the Insured Vessels will be treated as a fleet of Vessels, which will be subject to a combined loss record.
<b>Hague Visby Rules</b>	The International Convention for the Unification of Certain Rules Relating to Bills of Lading signed in Brussels on 25th August 1924, as amended by the Protocol to that Convention signed in Brussels on 23rd February 1968.
<b>Hamburg Rules</b>	The United Nations Convention on the Carriage of Goods by Sea, 1978.
<b>Hull Policies</b>	The insurance policy or policies effected on the hull and machinery of the Insured Vessel, including any interest, increased value, excess liability, war & strikes risks and other total loss policies.
<b>Insured Vessel</b>	The Vessel which name appears in the Certificate of Insurance.
<b>Joint Assured</b>	Where the Certificate of Insurance names more than one Person as the Assured, any of those so named.
<b>Legal Liability</b>	Liability arising out of a final and unappealable judgement or award from a competent court, tribunal or other judicial body.
<b>Marine Insurance Act</b>	The Marine Insurance Act of 1906 of England and Wales.
<b>Operation</b>	All functions performed by the Insured Vessel whilst trading or in ballast including repairs at sea, at an anchorage or on a berth.





<b>Passenger</b>	Any Person who is carried in the ship under a contract of carriage, or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of the goods.
<b>Period of Insurance</b>	Twelve months as from the Attachment Date of insurance of the Insured Vessel or such lesser period as the Company shall agree.
<b>Person</b>	A natural Person, an incorporated or unincorporated body or a combination of both.
<b>Personal Effects</b>	Personal property including clothes, documents, navigation and other technical instruments and tools but excluding valuables and any other articles which, in the opinion of the Company, are not reasonably required by a Crew member.
<b>Policy of Insurance</b>	The Company's Marine Liability Policy for Ship Owners, consisting of the General Terms and Conditions, together with those terms and conditions specified in the separate Classes of Insurance and the Certificate of Insurance.
<b>Ship Manager</b>	A Ship Manager or other managing agent acting on behalf of the owner of the Insured Vessel.
<b>Specialist Operations</b>	Specialist Operations are considered to be salvage, fire fighting, exploration, surveying, drilling, production, and associated services in respect of oil, gas or minerals, oil storage, underwater Operations by a submarine or other submersible, commercial diving and underwater surveying, construction, including pile driving, blasting, and the transport and construction of offshore installations, dredging and the removal and discharge of dredging or other spoil, cable or pipeline laying or recovery, including preparatory surveying, laying or recovery Operations, maintenance, waste incineration or disposal, pollution control, professional oil spill response and tank cleaning (other than on the Insured Vessel), search and rescue at sea, research at sea, leisure, accommodation and catering services on board a permanently moored Vessel.
<b>Vessel</b>	Any ship, boat, hovercraft or other description of Vessel of structure (including any ship, boat, hovercraft or other Vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.

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