



STEAMSHIP MUTUAL

Non Poolable Covers



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Introduction

Members of the Club are insured for protection and indemnity (P&I) risks in accordance with the standard terms of entry, set out in the Rules. These reflect the terms of the International Group's Pooling Agreement, which, amongst other things, makes provision for what claims may be pooled amongst the Group Clubs, and what liabilities and expenses cannot be pooled and are thus excluded from Group arrangements. The Pooling Agreement encompasses risks that are common to the majority of shipowners. Its scope of cover has evolved over the years, and continues to evolve, to meet the changing and developing needs of the industry.



Generally speaking, risks are excluded under the Pooling Agreement if, for instance, they are considered not to be sufficiently “mainstream” to warrant mutual cover (e.g. certain offshore activities); or if they involve particularly onerous contractual terms that a Member may be required to agree for commercial reasons. These claims are thus excluded under the normal terms of Club entry and under the rules of the Club. Nevertheless they represent risks for which many Members require cover.

The Club is able to provide such extended cover for a wide range of non-poolable liabilities and costs, with limits available up to US\$1 billion. This includes cover for contractual indemnities, risks relating to non-eligible persons, specialist operations, offshore operations and non-poolable cargo liabilities. The scope of coverage is flexible and can be individually tailored to accommodate an individual Member’s requirements. The Club will always assist Members in trying to provide solutions for new and uncommon risks, as they arise.



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In Brief

These covers (available with limits up to US\$1 billion) encompass the full range of P&I risks as set out in the Rules, when they would not otherwise be covered because of policy restrictions/exclusions under the Rules. In other words, extended covers include the usual P&I risks when caused by or relating to an activity, event or transaction that would result in a limit upon or exclusion from standard cover. As and when different needs arise we can also provide further extended covers which cater for the Member's requirements.

Covers Available:

Cargo

- Ad valorem bills of lading
- Ante/post-dated bills
- Bullion and cash
- Carriage on more onerous terms than Hague or Hague-Visby Rules/COGSA including waiver of normal defences and/or limitation rights
- Consortium risks on non-standard terms
- Delay beyond agreed delivery date
- Delivery at non-contractual ports
- Delivery without original bills of lading
- Deviation (geographical)
- Dry docking with cargo on-board
- General average on non-standard terms
- Liabilities arising before or after sea carriage including warehousing, caused by events off the vessel
- Liabilities for shoreside losses other than to cargo itself (for example to third parties)
- Liabilities as cargo owners/shippers
- Livestock on special terms
- Non-contractual discharge/mis-delivery of cargo
- On-deck carriage with under-deck bills of lading
- Other liabilities arising before or after sea carriage including warehousing, when not related to sea carriage
- Through transport, multi modal, combined transport on non- standard terms.

Note: Mis-delivery claims can arise in a number of different circumstances, and if the Member, without intending any breach, discharges cargo into the wrong hands or at the wrong place, extended cover is available. Members can also be covered for liabilities that may arise if they unintentionally issue incorrect documentation (e.g. ante-dated bills of lading).

Co-Assureds - Status and Eligibility

- Cover for unconnected companies which are not directly involved in the operation of the vessel e.g unrelated charterers, shippers, ports and terminals, agents, customers and other independent third parties.

Note: A Member may be required to co-insure his contracting party. The Club can provide such insurance, "naming and waiving" the other party. This amounts to a form of co-insurance and it may be suitable for a Member who does not wish to accept the risk that the alternative (an indemnity from his contractual counterpart) may be unenforceable.

The International Group's Pooling Agreement contains quite complex conditions and exclusions insofar as co-assurance is concerned, and the availability of these extended covers addresses many of these restrictions.

Crew and Other Personnel On-Board

- Crew only cover
- Concessionaires
- Liabilities for crew who are not serving on or attached to a vessel (for example if they are on leave and not otherwise engaged in vessel duties relating to or arising from vessel operations/crew employment)
- Liabilities on-board prior to delivery, including prolonged familiarisation, and after the vessel's sale
- Licensees, contractors, non-marine personnel under special contracts
- Non-standard crew contracts
- Property of crew.

Note: The International Group can pool claims for injury, illness or death of crew who are placed on the vessel prior to its delivery and before full P&I cover attaches. However, liability for injury or loss or harm caused by the pre-delivery crew to others or to property on board is not poolable, and extended cover is available for this risk.



“Cover continues to evolve, to meet the changing and developing needs of the industry.”

Diving

- Excluded diving operations
- ROVs and mini submarines.

Heavy Lift

- Coverage under terms otherwise than on knock for knock or other poolable conditions.

Indemnities

- Acceptance of liability for a third party's actions and/or for the consequences of their negligence
- Surrender of defence, limitation and other rights, including for offshore activities.

Note: This cover includes P&I liabilities for which the member is required to accept responsibility under particularly onerous contractual terms (i.e terms which impose significantly greater exposure than would otherwise arise at law or under approved contracts).



Passengers

- Air travel to reach the port of embarkation or to return home after disembarkation
- Athens convention (PLR) – War Risks
- Doctors negligence/malpractice
- Extended non-standard passenger ticket terms
- Hotel accommodation and related risks pre/post embarkation
- Shore excursions and tour operators' liabilities (separately ticketed)
- Shoreside recreation and activities at Member owned property and facilities.

Note: Some cruise operators provide extensive off vessel entertainment for their passengers. These activities, whilst generally not poolable, can be insured by the Club.

The Athens Convention (PLR) requires that owners are insured for poolable and non-poolable risks and the Club can provide cover for both.

Pollution

- Clean up organisations– agreements with response contractors that are non-poolable because of unacceptable contractual terms.

Specialist Operations / Non Standard Offshore Activities

- Accommodation of non marine personnel
- Blasting
- Core sampling
- Dredging/depositing spoil
- Drilling
- Exploration
- Maintenance and repair
- Pile driving
- Pipe/cable laying
- Power generation
- Sub sea construction
- Waste disposal
- Well intervention.



Note: This list covers a large range of activities, and tailored cover is available for these and other additional risks.

These covers are available to Members including operators of specialist craft in the offshore, marine energy and construction industries- AHVs, DSVs, PSVs, FSVs, MPSVs pipe-lay vessels, etc.

Vessels which are built for oil and gas exploration and production are not insured under the Pooling Agreement and are not normally eligible for these extended covers.

Towage – Non Standard Terms

- Towage by or of an entered vessel on less favourable terms than required for pooling. e.g. contracts which do not contain a suitable knock for knock provision.

Wreck Removal

- In accordance with contract terms imposing liability for wreck removal when not compulsory under law.

Limits of Liability

Limits are available up to US\$1 billion, including fees, costs and expenses. Separate limits for different headings of cover can be provided under the same policy by agreement.

Premium

- Fixed, with no liability for additional calls
- Flexible rating methods, as suited to the nature of the cover
- Can be written as individual covers, or as open covers with declarations in arrears if required.

Claims

Our claims teams have extensive experience in handling all types of claims and are able to assist Members not only in response to incidents/casualties but also in advising how to reduce or minimise exposure.

Notes

Terms are written pursuant to the Club's Class 1 P&I Rule 4.

The War Risks Extension and Bio-Chem covers that are included under the Club's Class 1 P&I Rules do not apply to these Cover Extensions, although War Risks P&I can be reinstated by agreement.

Other Covers (see related brochures)

- Charterers' covers, including extended liabilities
- War Risks and Kidnap & Ransom
- Extended liabilities in respect of yachts
- Fixed premium covers at lower limits for non-mutual entries
- Crew illness and medical expenses package provided and underwritten by Allianz Worldwide Care.

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