Steamship Mutual

War Risks 2026/27

STEAMSHIP MUTUAL

UNDERWRITING ASSOCIATION LIMITED

WAR RISKS RULES

(Effective on and from noon Greenwich Mean Time on the 20 day of February 2026)

These Rules are subject to the Memorandum and Articles of Association of the Steamship Mutual Underwriting Association Limited, hereinafter referred to as "the Association".

DEFINITIONS In these Rules the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them in the second column thereof, if not inconsistent with the subject or context:-

Additional Premiums	The sums which may be or become payable by an Insured Owner to the Association as referred to in Rule 25;
Additional Premium Areas	The Additional Premium Areas as described in Rule 19;
The Association	Steamship Mutual Underwriting Association Limited save that referenced to the Association in Rule 4 Part D (q) shall be treated as references to the Steamship Mutual Underwriting Association Limited, the Managers as defined below, Steamship Mutual Underwriting Association (Europe) Limited, Steamship Mutual Underwriting Association (Bermuda) Limited, The Steamship Mutual Trust, and Steamship Mutual (Emergency) Limited, and in each case their respective branch offices and subsidiaries;
British Ship	A ship registered in the United Kingdom, the Isle of Man, any of the Channel Islands or any British colony;
Certificate of Entry	The document bearing the heading "Certificate of Entry" together with any endorsement slip which may be issued to Insured Owners;
Cover afforded by the Association	The cover afforded by the Association as described in Rules 1 (1) and 1 (11);
The Directors	The Board of Directors for the time being of the Association;
Effects	Clothes, personal possessions, documents, navigational and other technical instruments and tools but does not include cash or valuables;
Entered Ship	A ship entered in the Association for insurance;
General Premium Notice	The notice which may be given by the Secretary of State as described in Rule 5 Part A (2);
Insured Owner	An Owner (as defined below) by whom or on whose behalf a ship has been entered in the Association irrespective of whether, at any subsequent time, the insurance of the Owner or of the Entered Ship shall have been

	terminated and irrespective of whether, at any subsequent time, the Owner shall have ceased to be a Member;
Insured Value	The value as described in Rules 1 (2) and 1 (3);
IOPC Supplementary Fund	The fund established by the Protocol of 2003 supplementing the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage 1992;
The Managers	The Managers for the time being of the Association;
Member	A Member for the time being of the Association;
Memorandum and Articles	The Memorandum and Articles of Association of the Steamship Mutual Underwriting Association Company Act dated 16 February 2001 and every modification thereof for the time being in force;
Owner	In relation to an Entered Ship or a ship which is intended or desired to be entered in the Association, owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager, builder of such ship, or insurer other than the Association as defined by Rule 12 (1);
Policy Year	A year from noon G.M.T. on any 20th February until noon G.M.T. on the next following 20th February or until such other time as the Directors, in the exercise of their powers under Appendix A Paragraph (5)(a), shall determine;
Premium	A Premium which is fixed in amount and is not an Additional Premium or a K.E.R. Premium;
Premium Period	The Premium Period as described in Appendix A Paragraph (1);
K.E.R. Premiums	The King's Enemy Risks Premiums as described in Appendix A paragraph (2);
King's Enemy	The risks specified in Rule 2 Part A as defined Risk or Risks therein;
The Reinsurance Agreement	The Agreement in writing in force at noon G.M.T. on the 23 December 1966 between the Secretary of State and the Association, and any amendment, modification or replacement thereof;
These Rules	These Rules as originally framed or as from time to time altered, abrogated or added to and for the time being in force;
Secretary of State	The Secretary of State for Transport or such other Minister of the Government of the United Kingdom as shall from time to time exercise the powers conferred upon the Minister of Transport by the Marine and Aviation Insurance (War Risks) Act 1952 or powers connected therewith;
Ship	In the context of an Entered Ship or a ship which is intended or desired to be entered in the Association (but in no other context), a ship, boat, hovercraft or any other description of vessel or 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;

Special Premium Notice The Notice which may be given by the Secretary of State as described in Rule 19 (1);

Successors In relation to all the persons hereinbefore specified in connection with "Owner" and "Insured Owner" and in relation to any other person whatsoever by whom or on whose behalf a Ship shall have been entered in the Association, shall include their heirs, executors, administrators, personal representatives, assigns (when permitted under these Rules), receiver, administrative receiver, curator or other person authorised to act on behalf of one who becomes incapable by reason of mental disorder of managing his property or affairs, trustee in bankruptcy, liquidator, administrator and other successors whatsoever;

Sum Insured The sum as described in Rule 1(4);

In Writing Written, printed or lithographed, or visibly expressed in all or any of those or any other modes of representing or reproducing words.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

1 Introductory

(1) The cover afforded by the Association in respect of an Entered Ship consists of the following:-

Under Rule 2, Parts:-

A King's Enemy Risks;

B Insurance of Hull, Machinery, etc. (Non-King's Enemy Risks);

C Detention or Diversion Expenses;

D Protection and Indemnity Cover;

E Sue and Labour;

F Discretionary Claims;

G Optional Additional Insurance.

Under Rule 3:-

Loss of freight, disbursements and/or Increased Value, Premiums and/or other interests.

(2) For all the purposes of Rule 2 Part A, Appendix A, and the other provisions of the Rules which relate thereto, the Insured Value of an Entered Ship shall (unless the Owner or Insured Owner and the Managers agree a different Insured Value) be the total marine value, that is to say the total sum for which she is insured for total loss under marine policies, unless, and for as long as, any of the provisions of Rule 11 shall apply.

(3) For all the purposes of Rule 2 Parts B, C, D, E, F, G and the provisions of the Rules which relate thereto, the value for which an Entered Ship is insured by the Association is the amount for which she i s insured for total loss in respect of her hull, machinery, materials and all other parts and equipment thereof which is agreed between the Insured Owner and the Association and which is set out in the Certificate of Entry. Where only a part or percentage of such Insured Value is to be insured by the Association, that part or percentage shall be stated as such in the Certificate of Entry.

(4) For all the purposes of Rule 3, Appendix C and the other provisions of the Rules which relate to thereto, the sum insured shall be the sum insured for the corresponding risk or risks under the Entered Ship's marine policies, which is agreed between the Insured Owner and the Managers and which is set out in the Certificate of Entry.

PROVIDED ALWAYS that:-

(a) the sum to be insured under each category of Rule 3 risk shall be specified in any application for insurance;

(b) in no case shall the total sum insured for Rule 3 risks exceed 50% of the Insured Value as provided for in Rule 1(3).

(5) **(a)** Subject to Rule 1 (5)(b), the risks insured by the Association are only such risks as are set out in Rules 2 and 3;

(b) the Managers may in any particular case agree in writing with an Insured Owner that the risks insured and/or the cover for his Ship shall be modified so that the risks are and/or the cover is less but never more extensive than is provided for in these Rules.

(6) The risks specified in Rules 2 and 3 are always subject to the warranties, conditions, exceptions, limitations and other terms set out in Rule 4 and elsewhere in these Rules.

(7) The cover afforded by the Association is subject to the provisions relating to the service of a General Premium Notice set out in Rule 5. Such Rule provides for the modification or termination of cover upon the service of a General Premium Notice. Appendix A contains provisions as regards the assessment and payment of K.E.R. Premiums following the service of a General Premium Notice and also provisions for the reinstatement of cover.

(8) Rule 2 Part A (the King's Enemy Risks) and Rule 2 Part B (insurance of hull, machinery, etc. (non-King's Enemy Risks)) incorporate the terms as to the measure of indemnity or otherwise affecting the recoverability of losses which are set out in Appendix B.

(9) Rule 3 (freight, disbursements and/or Increased Values, Premiums and/or other interests) incorporates similar terms as to the recoverability of losses which are set out in Appendix C.

(10) An Insured Owner is only insured against losses, liabilities, costs or expenses which arise out of events occurring during the period of entry of a Ship in the Association.

(11) The cover provided by the Association as set out in these Rules is solely for the benefit of the Insured Owner, any Joint Insured Owner to the extent allowed by Rule 10, and any assignee under an assignment made with the Managers' consent in accordance with Rule 14. It is not intended that rights should be acquired by any other party through the operation of the Contracts (Rights of Third Parties) Act 1999 or similar legislation.

(12) Headings and references to headings in the Rules are for ease of reference only and do not form part of the Rules.

2 Part A King's Enemy Risks

This Rule applies only to ships registered in the UK, the Isle of Man, any of the Channel Islands or any British overseas territory. It provides those ships with cover for certain risks arising out of hostilities or war involving the UK, known as "King's Enemy Risks". The insured perils are defined by UK statute, the Marine and Aviation Insurance (War Risks) Act 1952, and set out in Rule 2 Part A (2). The risks covered are: hull risks, detention, collision liability, wreck liability and risks and risks of requisitioned or chartered ships. The cover the Association provides under this Rule is reinsured by the UK Government.

(1) An Insured Owner who has entered his Ship for insurance under Rule 2 is insured against the losses, liabilities, costs and expenses caused by any of the following risks (hereunder called "the King's Enemy Risks") which are specified in Rules 2 Part A (2) to 2 Part A (7).

PROVIDED ALWAYS that:-

(i) the losses, liabilities, costs or expenses caused by the risks specified in Rules 2 Part A (2) to 2 Part A (7) must have arisen out of war or other hostilities involving the United Kingdom; and

(ii) the King's Enemy Risks shall not extend to cover any risks which are not war risks as defined by Section 10(1) of the Marine and Aviation Insurance (War Risks) Act 1952.

Loss of or Damage to an Entered Ship

(2) Loss, whether partial or total, of the Entered Ship's hull, materials, machinery and all other parts and equipment thereof when caused by any of the following risks:-

(a) war or any hostile act by or against a belligerent power;

(b) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;

(c) mines, torpedoes, bombs or other weapons of war, including derelict mines, torpedoes, bombs or other derelict weapons of war.

Detention Following Capture, Seizure, Arrest, Restraint or Detainment

(3) In the event of the Entered Ship being captured, seized, arrested, restrained or detained, the Insured Owner shall be entitled to recover from the Association:-

(a) the daily running expenses of the Entered Ship during the period of the detention, save for the first seven days thereof;

(b) the expenses, other than the expenses insured by Rule 2 Part A (3)(a), incurred in respect of the capture, seizure, arrest, restraint or detainment and the recapture, release and restoration of the Entered Ship, including claims for damage to property arising in respect of the Entered Ship during the period of capture, seizure, arrest, restraint or detainment which are recoverable in law from the Insured Owner;

(c) if the detention of an Entered Ship should last for a continuous period exceeding 90 days, in addition to any sums recoverable under the Rules 2 Part A (3)(a) and 2 Part A (3)(b), a sum calculated at the rate of 10 per cent per annum of the Insured Value of the Entered Ship as specified in the Certificate of Entry and applied pro rata to the whole of the detention.

PROVIDED ALWAYS that:-

unless the Directors in their discretion otherwise determine, the Insured Owner shall give credit against the said amount payable under Rule 2 Part A (3)(c) for any claim paid or payable by the Association for damage received by the Entered Ship during such period.

(4) The sums recoverable under Rule 2 Part A (3) shall be limited as follows:-

(a) no sum shall be recoverable, in an Insured Owner's claim for detention of an Entered Ship, in respect of any period during which that Entered Ship is:-

(i) delayed solely because a decision on the part of the Insured Owner, his servants or agents, is awaited on the disposal, repair or movement of the Entered Ship, or

(ii) awaiting repairs or is being repaired,

irrespective of whether the need for such decision or repairs has been created by damage caused to the Entered Ship by any of the risks specified in Rule 2 Part A or otherwise howsoever;

(b) if the Insured Owner shall have received any hire or other contractual reward payable on a time basis (whether under a demise or time charter party or otherwise howsoever) for the period in respect of which a claim is made hereunder, he shall give credit for such hire or other reward in making his claim under Rules 2 Part A (3)(a) and 2 Part A (3)(c) and if he shall have any right to receive such hire or other reward but shall not have received the same he shall assign his rights therein to the Association;

(c) unless the Directors in their discretion otherwise determine, no sum shall be recoverable from the Association in respect of any period after the Entered Ship has become or been accepted as an actual or constructive total loss (whether under the terms of a policy or contract against marine risks or under the cover specified in these Rules), or after the Association has accepted

notice of abandonment or after the Association has notified the Insured Owner in writing, whether or not he has given any notice of abandonment, that the Association has decided to treat the Entered Ship as a constructive total loss.

Collision Liability

(5) Any losses, liabilities, costs and expenses incurred by an Insured Owner by way of damages for:-

(a) loss of or damage to any other ship or property on any other ship;

(b) delay to or loss of use of any such other ship or property thereon;

(c) salvage of, or salvage under contract of, any such other ship or property thereon and general average expenditure incurred by such other ship.

PROVIDED ALWAYS that:-

(i) such losses, liabilities, costs or expenses arose in consequence of the Entered Ship coming into collision with any other ship; and

(ii) such losses, liabilities, costs or expenses arose from one or more of the risks referred to in Rule 2 Part A (2).

Wreck Liability

(6) Any losses, liabilities, costs and expenses incurred by an Insured Owner:-

(a) relating to the raising, removal, destruction, lighting or marking of an Entered Ship, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Insured Owner;

(b) arising as the result of any such raising, removal, destruction, lighting or marking of the wreck of an Entered Ship as is referred to in Rule 2 Part A (6)(a) or any attempt thereat;

(c) arising as the result of the presence or involuntary shifting of the wreck of the Entered Ship or as the result of the Insured Owner's failure to raise, remove, destroy, light or mark such wreck, including liability arising from the discharge or escape from such wreck of oil or any other substance.

PROVIDED ALWAYS that:-

such losses, liabilities, costs or expenses arose in consequence of the Entered Ship becoming a wreck as the result of a casualty or event occurring during the period of that Ship's entry in the Association and the Entered Ship became a wreck as the result of one or more of the risks referred to in Rule 2 Part A (2).

Requisitioned and Chartered Ships

(7) If the Secretary of State and the Insured Owner so desire, an Entered Ship which is requisitioned or chartered on behalf of the Government of the United Kingdom shall be insured against the losses, liabilities, costs and expenses caused by the following risks:-

(a) the risks specified in rules 2 Part A (2) to 2 Part A (6);

(b) civil war, revolution, rebellion, or civil strife arising therefrom;

(c) piracy;

(d) any liability to pay a contribution in general average or salvage on the net hire or freight at risk receivable by the Insured Owner under any charterparty under which the Entered Ship is running whilst on requisition and/or charter but only where the liability to contribute in general average or salvage arises out of one or more of the risks listed or referred to in Rules 2 Part A (7)(a) to 2 Part A (7)(c).

PROVIDED ALWAYS that:

(i) if the said Entered Ship is a British Ship, the provisions of Rule 2 Part A (1)(i) shall not apply to any insurance provided under Rule 2 Part A (7);

(ii) if the said Entered Ship is not a British Ship, the provisions of Rule 2 Part A (1)(i) shall not apply during the continuance of any war or other hostilities involving the United Kingdom to any insurance provided under Rule 2 Part A (7);

(iii) no sum shall be recoverable under Rule 2 Part A (7) to the extent that the losses, liabilities, costs or expenses incurred thereunder are recoverable from the Government of the United Kingdom under the terms of the requisition or the charterparty by which the Entered Ship is engaged, or by the terms of any statute.

Sue And Labour

(8) Extraordinary costs and expenses reasonably incurred on or after the occurrence of any casualty, event or matter liable to give rise to a claim upon the Association within any of Rules 2 Part A (2) to 2 Part A (7) and incurred solely for the purpose of avoiding or minimising any losses, liabilities, costs or expenses against which the Insured Owner is insured under any such Rule.

PROVIDED ALWAYS that:-

the following costs or expenses shall not be recoverable whether as sue and labour expenses or otherwise howsoever:-

(i) any fines, penalties or other impositions such as are specified in Rule 4 Part E (4);

(ii) any other sum of money paid in consideration of the release of an Entered Ship from any capture, seizure, arrest, detainment, confiscation or expropriation.

Part B Insurance of Hull, Machinery, etc. (Non-King's Enemy Risks)

2 Loss, whether partial or total of the Entered Ship's hull, materials, machinery and all other parts and equipment thereof (including cash for wages or disbursements, up to such limit as the Directors may from time to time determine) when caused by any of the following risks:-

(a) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

(b) capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;

(c) mines, torpedoes, bombs or other weapons of war, including derelict mines, torpedoes, bombs or other derelict weapons of war;

(d) strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(e) any terrorist or any person coming from outside the Entered Ship acting maliciously or from a political motive;

(f) piracy, barratry or violent theft by persons coming from outside the Entered Ship PROVIDED ALWAYS that any loss caused by an act of barratry shall be recoverable only insofar as such an act would also constitute an act of terrorism or the act of a person acting from a political motive;

(g) confiscation or expropriation.

PROVIDED ALWAYS that:-

there shall be no insurance under Rule 2 Part B for any losses, liabilities, costs or expenses for which an Insured Owner is insured by Rule 2 Part A.

Part C Detention or Diversion Expenses

(1) This Part of the cover insures an Insured Owner against loss sustained through the detention or diversion of an Entered Ship caused:-

(a) by war, civil war, warlike operations, revolution, rebellion, insurrection, civil strife, any hostile act by or against a belligerent power or by conditions brought about as a result of any of the foregoing;

(b) as a result of compliance with orders, prohibitions or directions by the Directors or by any Department of the Government of the United Kingdom or any other Government having the right to give such orders or any British Military or Naval Authority given in order to avoid loss of or damage to the Entered Ship by any of the risks referred to in Rule 2 Part A or Part B;

(c) by any Government or department or agency thereof or by the armed forces of any Government or by any persons acting or purporting to act on behalf of any Government or any department or agency thereof where the detention or diversion is considered by the Directors in their discretion to have been caused, instigated, incited or encouraged by such Government or department or agency in furtherance of its political aims;

(d) by any group of persons which in pursuit of its political aims maintains an armed force;

(e) by terrorists, pirates, bandits or rioters;

(f) in order to avoid loss of or damage to the Entered Ship by any of the risks insured under Rule 2 Part A or Part B but only where and to the extent that the Directors in their discretion determine that the loss should be recoverable from the Association.

PROVIDED ALWAYS that:-

(i) a loss caused by strikers, locked-out workmen or persons taking part in labour disturbances, or as a result of strikes, lock-outs or labour disturbances, or in order to avoid loss of or damage to the Entered Ship by any of the said risks, shall not be insured under this Rule 2 Part C;

(ii) there shall be no recovery under Rule 2 Part C if the Insured Owner intended to detain or divert the Entered Ship before the commencement of loading cargo or passengers for, or clearing in ballast on, the voyage during which the detention or diversion shall have occurred;

(iii) in the case of Rule 2 Part C (1)(b) the orders, prohibitions or directions were given after the commencement of the voyage.

(2) The sums recoverable from the Association in respect of a loss specified in Rule 2 Part C (1) shall be as set out in Rules 2 Part C (3) to 2 Part C (5).

(3) In the event of the detention or diversion of an Entered Ship in any of the cases referred to in Rule 2 Part C (1), the Insured Owner shall be entitled, subject to Rule 2 Part C (5), to recover:-

(a) in the case of the detention of the Entered Ship, the daily running expenses of the Entered Ship during the period of the detention;

(b) in the case of the diversion of the Entered Ship, the net extra running expenses of the Entered Ship incurred by the Insured Owner in consequence of the diversion over and above those which would have been incurred but for the same.

PROVIDED ALWAYS that:-

(i) no sum shall be recoverable from the Association under Rule 2 Part C in respect of loss of profit or in respect of the amortization of the capital cost of the Entered Ship or in respect of the depreciation thereof, or in respect of any payments of principal or interest made under any mortgage or other financial arrangements concluded in connection with the Entered Ship;

(ii) from each claim there shall be deducted a sum equivalent to seven days' daily running expenses of the Entered Ship or, in the case of a claim for net extra expenses only, a sum equivalent to the net extra expenses for seven days; and

(iii) no expenses shall be recoverable under Rule 2 Part C to the extent that they have either been paid or are recoverable under Rule 2 Part A (3).

(4) In the event of the detention of an Entered Ship by any of the causes referred to in Rules 2 Part C (1)(a), 2 Part C (1)(c), 2 Part C (1)(d) or 2 Part C (1)(e) and lasting for a continuous period exceeding 90 days, the Insured Owner shall be entitled, subject to Rule 2 Part C (5) to recover from the Association in respect of such detention, in addition to any sums recoverable under Rule 2 Part C (3), a sum calculated at the rate of 10 per cent per annum of the Insured Value of the Entered Ship as specified in the Certificate of Entry and applied pro rata to the whole of the detention.

PROVIDED ALWAYS that:-

(i) unless the Directors in their discretion otherwise determine, the Insured Owner shall give credit against the said amount for any claim paid or payable by the Association for damage received by the Entered Ship during such period;

(ii) the Insured Owner shall give credit for any sum recoverable under Rule 2 Part A (3)(c).

(5) The sums recoverable by an Insured Owner under Rules 2 Part C (3) and 2 Part C (4) shall be limited as follows:-

(a) no sum shall be recoverable, in an Insured Owner's claim for detention of an Entered Ship, in respect of any period during which that Ship is:-

(i) delayed solely because a decision on the part of the Insured Owner, his servants or agents, is awaited on the disposal, repair or movement of the Entered Ship, or

(ii) awaiting repairs or is being repaired,

irrespective of whether the need for such decision or repairs has been created by damage caused to the Entered Ship by any of the risks specified in Rule 2 Part B or otherwise howsoever;

(b) if the Insured Owner shall have received any hire or other contractual reward payable on a time basis (whether under a demise or time charterparty or otherwise howsoever) for the period in respect of which a claim is made under Rule 2 Part C (3) and Rule 2 Part C (4), he shall give credit for such hire or other reward in making his claim under Rule 2 Part C (3)(a) and 2 Part C (4) and if he shall have any right to receive such hire or other reward but shall not have received the same he shall assign his rights therein to the Association;

(c) unless the Directors in their discretion otherwise determine, no sum shall be recoverable from the Association in respect of any period after the Entered Ship has become or been accepted as an actual or constructive total loss (whether under the terms of a policy or contract against marine risks or under the cover specified in these Rules), or after the Association has accepted notice of abandonment or after the Association has notified the Insured Owner in writing, whether or not he has given any notice of abandonment, that the Association has decided to treat the Entered Ship as a constructive total loss.

Part D Protection and Indemnity Cover

(1) An Insured Owner who has entered his Ship for insurance under Rule 2 hereof is insured against the Protection and Indemnity losses, liabilities, costs and expenses specified in Appendix D Paragraphs (1) to (13).

PROVIDED ALWAYS that:-

the liabilities, costs or expenses referred to in each Paragraph (save in Paragraphs (4)(b), (5) and (11)) 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:-

(i) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power or any act of terrorism;

(ii) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted), and the consequences thereof or any attempt thereat;

(iii) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save for those liabilities, costs and expenses which arise solely by reason of:

(a) the transport of any such weapons whether on board the Entered Ship or not; or

(b) 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.

(iv) 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 (10) to the extent that they arise out of delay to the Entered Ship or her cargo;

(v) any terrorist or any person acting maliciously, or from a political motive;

(vi) piracy or violent theft by persons coming from outside the Entered Ship;

(vii) confiscation or expropriation.

(2) Except as provided in 2 Part D (3) there shall be no recovery of the liabilities, costs or expenses referred to in Appendix D paragraphs (1) to (9) and (11) to (13) inclusive which arise solely out of the terms of any agreement, contract or indemnity unless the terms of such agreement, contract or indemnity have been approved by the

Managers in writing. In giving such approval the Managers may impose any terms or conditions as they may think fit, including the imposition of a premium.

(3) There shall be no recovery of the liabilities, costs or expenses referred to in Appendix D paragraphs (1), (2), (3) and (4)(a) which arise out of the terms of any crew agreement, save agreements approved by the Department of Transport of the United Kingdom or any other successor department or body, or other contract of service or employment unless the terms of such crew agreement or contract of service or employment have been approved by the Managers in accordance with the provisions of Rule 2 Part D (2).

(4) The maximum recovery from the Association for claims under Rule 2 Part D in respect of any one accident shall be limited to whichever is the higher of the following:-

(a) such limit of liability as may have been specified in or endorsed on the Certificate of Entry; or

(b) such limit of liability as shall have been determined by the Directors before or at the beginning of any policy year and notified by the Managers to the Insured Owner.

(5) Different limits of liability may be specified for different classes or types of risk whether by the Certificate of Entry or by the Directors.

(6) If no other limit shall have been so fixed, the limit of liability for the purposes of Rule 2 Part D shall be the sum or sums for which the Association is reinsured in respect of the relevant claim otherwise than by virtue of a pooling agreement made with other like Associations.

(7) Such limit or limits shall be independent of and in addition to the sums insured for the purposes of the risks specified in Rule 2 Parts A and B.

(8) Unless the Directors otherwise determine, it shall be a condition precedent of an Insured Owner's right of recovery from the Association in respect of each of the liabilities and expenses enumerated in Rule 2 Part D that the Insured Owner shall first have paid the same.

Part E Sue and Labour

(1) Rule 2 Part E does not apply to the King's Enemy Risks.

(2) Extraordinary costs and expenses (not being the running expenses of the Entered Ship referred to in Rule 2 Part C (3) or the liabilities and expenses referred to in Appendix D paragraphs (1) to (13)) reasonably incurred on or after the occurrence of any casualty, event or matter liable to give rise to a claim upon the Association and incurred solely for the purpose of avoiding or minimising any losses, liabilities, costs or expenses against which the Insured Owner is insured by the Association.

PROVIDED ALWAYS that:-

unless the Directors in their discretion shall otherwise determine, the following shall not be recoverable whether as sue and labour expenses or otherwise howsoever:-

(i) any fines, penalties or other impositions such as are specified in Rule 4 Part E (4);

(ii) any other sum of money paid in consideration of the release of an Entered Ship from any capture, seizure, arrest, detainment, confiscation or expropriation.

Part F Discretionary Claims

Losses, liabilities, costs and expenses not otherwise recoverable under these Rules which the Directors may decide to be within the scope of the Association. Claims under Rule 2 Part F shall be recoverable to such extent only as the Directors may determine.

Part G Optional Additional Insurance

(1) If and to the extent that the Certificate of Entry expressly so provides (but not otherwise), the Insured Owner of an Entered Ship may be insured against any risks in respect of which the Directors have authorised provision of insurance by the Association.

(2) The terms and conditions of any optional additional insurance provided by the Association under Rule 2 Part G shall be such as have been agreed in writing by the Managers and recorded in the Certificate of Entry.

3 Freight, Disbursements and/or Increased Value, Premiums, and/or Other Interests

An Insured Owner who has entered his Ship for insurance under this Rule is insured against loss of Freight, Disbursements and/or Increased Value, Premiums and/or other interests when the loss has been caused by any of the following risks:-

(a) war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;

(b) capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;

(c) mines, torpedoes, bombs or other weapons of war including derelict mines, torpedoes, bombs or other derelict weapons of war;

(d) strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;

(e) any terrorist or any person acting maliciously or from a political motive;

(f) piracy or violent theft by persons coming from outside the Entered Ship;

(g) confiscation or expropriation.

PROVIDED ALWAYS that:-

there shall be no insurance under Rule 3 for any loss, liabilities, costs or expenses for which an Insured Owner is insured under Rule 2 Part A.

4 Warranties, Conditions, Exceptions and Limitations

This Rule is divided into the following parts:-

A Terms applicable only to Rule 2 Part A;

B Terms applicable only to Rule 2 Parts A and B;

C Terms applicable only to Rule 3;

D Terms applicable to Rule 2 Parts B, C, D, E, F and G and Rule 3 and Rule 4 Part (A) (2);

E General terms applicable to each and every risk insured by the Association in accordance with these Rules.

Part A Terms Applicable Only to Rule 2 Part A

(1) Acceptance by the Secretary of State:-

(a) where a Ship, other than a British Ship, is, or is to be, entered for insurance against the King's Enemy Risks, the Owner or Insured Owner shall produce to the Managers a Certificate from the Secretary of State that the Ship, or Entered Ship, is accepted by him for reinsurance under the Reinsurance Agreement. In such event the insurance of the Entered Ship by the Association for the King's Enemy Risks shall commence from, and continue during, such a time as the conditions stipulated in such Certificate shall have arisen or have otherwise been complied with;

(b) if, having given such a Certificate, the Secretary of State shall subsequently give notice to the Association that he withdraws his acceptance of an Entered Ship for reinsurance under the Reinsurance Agreement:-

(i) before the service of a General Premium Notice, the Association shall not thereafter insure the Entered Ship against the King's Enemy Risks;

PROVIDED ALWAYS that:-

if at the time that the Secretary of State gives such notice of withdrawal the Entered Ship is within an area specified by a Special Premium Notice, and is being insured by the Association against the King's Enemy Risks at an Additional Premium, the insurance against the King's Enemy Risks provided by these Rules shall continue only until the end of the current period for which the Entered Ship is being given insurance at an Additional Premium, and shall then terminate; save that in all cases such insurance shall not terminate in less than seven days.

(ii) after the service of a General Premium Notice, the insurance against the King's Enemy Risks provided by these Rules shall continue only until the end of the Premium Period in which it is given, or at the end of any subsequent Premium Period as the Secretary of State may require, and shall then terminate; save that in all cases such insurance shall not terminate in less than seven days.

(2) Notwithstanding the provisions of Rule 4 Part A (1), any Ship which is not accepted by the Secretary of State for reinsurance under the

Reinsurance Agreement may be insured by the Association against the King's Enemy Risks upon terms which provide that such Ship is not reinsured under the Reinsurance Agreement and upon such other additional warranties, conditions, exceptions, limitations, or other terms as the Managers may agree with the Insured Owner.

Part B Terms Applicable Only to Rule 2 Parts A and B

The Association shall not be liable for any losses, liabilities, costs or expenses covered by the Standard Form of English Marine Policy with the Institute Time Clauses – Hulls (edition of 1.10.83 or any subsequent edition or amendment thereof current at the date of the casualty) attached and with the War Exclusion Clause, the Strikes Exclusion Clause, the Malicious Acts Exclusion Clause and the Violent Theft, Piracy and Barratry Exclusion Clause inserted therein or which would have been covered thereby if the Entered Ship had been insured under such a policy. A loss shall be deemed to be so insured notwithstanding that it is excluded in whole or in part by any deductible or franchise specified in such a policy.

Part C Terms Applicable Only to Rule 3

(1) The Association shall not be liable for any claim based upon loss of or frustration of any voyage arising from any of the risks set out in Rule 3 or otherwise.

(2) The Association shall not be liable for any claim consequent on loss of time arising from the risks set out in Rule 3 or otherwise.

(3) The Association shall not be liable for any losses, liabilities, costs or expenses covered by the Standard Form of English Marine Policy with the Institute Time Clauses – Freight (edition of 1.10.89 or any subsequent edition or amendment thereof current at the date of the casualty) attached and with the War Exclusion Clause, the Strikes Exclusion Clause and the Malicious Acts Exclusion Clause inserted therein or which would have been covered thereby if the Entered Ship had been insured under such a policy. A loss shall be deemed to be so insured notwithstanding that it is excluded in whole or in part by any deductible or franchise specified in such a policy.

PROVIDED ALWAYS that:-

losses, liabilities, costs or expenses caused by piracy or violent theft by persons coming from outside the Entered Ship shall be recoverable under Rule 3 notwithstanding that they are also covered by the Standard Form of English Marine Policy with the Institute Time Clauses – Freight (edition of 1.10.89 or any subsequent edition or amendment thereof current at the date of the casualty) attached.

(4) The Association shall not be liable for any claim for loss of freight where such loss is due to any regulation, restriction or impediment affecting the transfer of any currency or the value thereof or to any other order, regulation, enactment or law whatsoever or to anything done or purporting to be done thereunder by any de jure or de facto authority, unless such order, regulation, enactment or law is imposed after the contract of affreightment has been made and in time of war, hostilities, warlike operations, civil commotions, civil war, rebellion or revolution affecting the country or any part thereof in which such order, regulation, enactment or law is imposed.

Part D Terms Applicable to Rule 2 Parts B, C, D, E, F and G and Rule 3 and Rule 4 Part A(2)

(1) The breach of any one of the warranties contained in Rule 4 Part D (2) shall suspend the insurance given by Rule 2 Parts B, C, D, E, F and G and Rule 3 and by reason of an Entered Ship being accepted under Rule 4 Part A (2) during the continuation of such breach

PROVIDED ALWAYS that:-

the breach of any one or more of these warranties shall not operate to suspend such insurance if the Insured Owner shall prove that such breach happened without the fault or privity of the Insured Owner or the managers of the Entered Ship, or was committed in order to avoid loss by the risks hereby insured.

Warranties

(2) **(a)** the Entered Ship shall, at all times, be properly documented and shall not carry false papers;

(b) the Entered Ship shall not enter or attempt to leave any port which is known to be known to be blockaded;

(c) the Entered Ship shall, so far as possible, comply with all orders given by the Government of the country where the Entered Ship is owned, registered or managed.

Exclusion of Certain Nuclear Risks

(3) The Association shall not be liable for any losses, liabilities, costs or expenses directly or indirectly caused by or arising from:-

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, with the exception of 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,

PROVIDED ALWAYS that:-

this exclusion shall not apply to any claim in respect of losses, liabilities, costs or expenses arising out of or in consequence of the emission of ionising radiations from, or the radioactive, toxic, explosive or other hazardous or contaminating properties of “excepted matter” as defined under the Nuclear Installations Act 1965 or any amendments thereto or regulations made thereunder, being carried as cargo in the Entered Ship.

Exclusion of Five Powers War Risks

(4) The Association shall not be liable for any losses, liabilities, costs or expenses arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

The United Kingdom
The United States of America
France
The Russian Federation
The People's Republic of China

Imprudent Conduct

(5) If any act or omission shall be committed on board or in connection with the Entered Ship which ought reasonably to be anticipated as being of such nature as to render the Entered Ship liable to any loss or damage, or to capture, seizure, arrest, restraint, detainment, confiscation or expropriation, and if such act or omission shall cause or in any way contribute to such loss or damage or to such capture, seizure, arrest, restraint, detainment, confiscation or expropriation, then the Association shall not be liable for the loss of or damage to, or detention of the Entered Ship nor for any losses, liabilities, costs or expenses resulting therefrom.

PROVIDED ALWAYS that:-

(i) Rule 4 Part D (5) shall not apply if the relevant act or omission shall have been committed with the agreement of the Managers or if the Insured Owner shall prove that such act or omission occurred without the fault or privity of the Insured Owner or the managers of the Entered Ship; and

(ii) the Directors may allow a claim either in whole or in part, which would otherwise be excluded by the provisions of Rule 4 Part D (5) if in all the circumstances the Directors shall in their discretion see fit.

Exclusion of Certain Pollution Hazards

(6) The Association shall not be liable for any losses, liabilities, costs or expenses arising from compliance with any order or direction given or any measures taken by any Government or other Authority for the purposes of preventing or mitigating a pollution hazard or threat thereof, unless such hazard or threat has been caused by damage to the Entered Ship arising as a result of a risk specified in Rule 2 Part B or Rule 3.

Exclusion of Chemical, Biological, Bio-Chemical and Electromagnetic Weapons and Computer Viruses

(7) The Association shall not be liable for any losses, liabilities, costs or expenses directly or indirectly caused by or contributed to by or arising from:

(a) Any chemical, biological, biochemical or electromagnetic weapon;

(b) (i) Liabilities, costs and expenses directly or indirectly caused or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

(ii) This exclusion shall not operate to exclude liabilities, costs and expenses which would otherwise be recoverable hereunder (but only to the extent that the Member is insured in respect of

such liabilities, costs and expenses under any other Rule or the terms of entry agreed) arising from:

a. the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

b. the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

(iii) This exclusion shall also operate to exclude liabilities, costs and expenses for which the Member may be insured under Rule 2 Part A

Notice of Cancellation and Automatic Termination of Cover

(8) **(a)** Cover provided by Rule 2 Parts B, C, D, E, F and G, by Rule 3 and by reason of an Entered Ship being accepted under Rule 4 Part A (2) may be cancelled by the Association giving seven days' notice (such cancellation becoming effective on the expiry of seven days from midnight of the day on which the notice of cancellation is issued by the Association). Cover will, however, be reinstated subject to agreement between the Association and the Insured Owner prior to the expiry of such notice of cancellation as to new rates of Premium and/or conditions and/or warranties;

(b) whether or not notice of cancellation has been given under Rule 4 Part D (8)(a), cover is provided by Rule 2 Parts B, C, D, E, F and G, by Rule 3 and by reason of an Entered Ship being accepted under Rule 4 Part A (2) shall terminate at the expiry of the periods set out in Rules 5 Part A (4)(a) to 5 Part A (4)(d) upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:-

The United Kingdom — The United States of America
France — The Russian Federation
The People's Republic of China;

(c) cover provided by Rule 2 Parts B, C, D, E, F and G, by Rule 3 and by reason of an Entered Ship being accepted under Rule 4 Part A (2) shall not become effective if, subsequent to acceptance by the Association and prior to the intended time of attachment of risk, there has occurred any event which would have terminated cover under provisions of Rule 4 Part D (8)(b).

Part E General Terms Applicable to Each and Every Risk Insured by the Association

(1) The breach of any one of the warranties contained in Rule 4 Part E (2), shall suspend the insurance given by these Rules during the continuance of such breach.

PROVIDED ALWAYS that:-

the breach of any one or more of these warranties shall not operate to suspend such insurance if the Insured Owner shall prove that such breach happened without the fault or privity of the Insured Owner or the managers of the Entered Ship, or was committed in order to avoid loss by the risks hereby insured.

Warranties

(2) **(a)** Where a Ship is entered in the Association on the basis that she is registered in a particular country and sails under a particular flag, and that she is entitled to be so registered and to remain so registered in that country and to sail under that flag, she shall remain continually so registered in that country and continually sail under that flag unless otherwise agreed by the Managers in writing;

(b) the Entered Ship shall, so far as possible, comply with all orders given by or on behalf of Her Majesty's Government of the United Kingdom and, subject to those orders, comply with all orders, prohibitions and directions made under Rule 18, irrespective of whether such orders, prohibitions and directions were made before or after the date of entry of the Entered Ship;

(c) The Insured Owner must at all times maintain the validity of any statutory certificates as are required and issued by or on behalf of the state of the Entered Ship's flag in relation to the International Ship & Port Facility Security Code unless otherwise agreed by the Managers in writing.

PROVIDED ALWAYS that:-

the Directors may authorise payment of a claim, either in whole or in part, which would otherwise be excluded by the provisions of this Rule 4 Part E (2)(c), if in all the circumstances the Directors shall in their sole discretion see fit.

183 Day Rule

(3) **(a)** In the event of the detention of an Entered Ship which is caused by capture, seizure, arrest, restraint, detainment, confiscation or expropriation, no claim for an actual or constructive total loss shall arise before the expiry of a period of 183 days (or such shorter period as the Directors may in their discretion decide) from the commencement of such detention;

(b) if, as a result of such detention, the Insured Owner loses the free use and disposal of the Entered Ship for a continuous period of 12 months, then, for the purpose of ascertaining whether the Entered Ship is an actual or constructive total loss, the Insured Owner shall be deemed to have been deprived of the possession of the Entered Ship without any likelihood of recovery.

Fines, Penalties etc.

(4) The Association shall not be liable for any losses, liabilities, costs or expenses arising from capture, seizure, arrest, restraint, detainment, confiscation or expropriation or the consequences thereof where such capture, seizure, arrest, restraint, detainment, confiscation or expropriation is not the consequence of hostilities or warlike operations and has been made by or on behalf of any state or public authority on the ground of any alleged contravention of the laws of any state or in order to enforce or secure payment of a fine, penalty or other imposition in respect of such contravention.

PROVIDED ALWAYS that:-

the Directors may allow a claim, either in whole or in part, which would otherwise be excluded by the provisions of Rule 4 Part E (4), if in all

the circumstances the Directors shall in their discretion see fit being of the opinion that the dominant motive of those detaining the Entered Ship is her capture, seizure, arrest, restraint, detainment, confiscation or expropriation.

Seizure by a Country Where the Entered Ship is Owned, Registered or Managed

(5) The Association shall not be liable for any losses, liabilities, costs or expenses arising from capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the order of the Government or any public or local authority of the country where the Entered Ship is owned, registered or managed.

Requisition

(6) The Association shall not be liable for any losses, liabilities, costs or expenses arising from the requisition, whether for title or use, of the Entered Ship.

PROVIDED ALWAYS that:-

if the Insured Owner shall continue to have an insurable interest in the Entered Ship after the date of such requisition and if the Insured Owner shall thereafter sustain some further losses, liabilities, costs or expenses (such loss or damage not being the direct consequence of the requisition and not being proximately caused thereby) then nothing herein contained shall prevent recovery by the Insured Owner of such further losses, liabilities, costs or expenses.

Ordinary Judicial Process

(7) The Association shall not be liable for any losses, liabilities, costs or expenses arising from the operation of ordinary judicial process or any action taken for the purpose of obtaining security.

Exclusion of Sums Insurable Under P & I Club Rules

(8) The Association shall not be liable for any losses, liabilities, costs or expenses which would be insurable under the Rules of the Association Class 1 – Protection and Indemnity, which are current at the date of the event or casualty giving rise to the same, irrespective of whether the Entered Ship is in fact entered in such Association, nor for any losses, liabilities, costs or expenses which would be so insurable:-

(a) if the Rules of that Association did not include the Rule in respect of double insurance; and

(b) if the Entered Ship were not insured by the Association against the risks set out in these Rules.

Double Insurance

(9) The Association shall not be liable for any losses, liabilities, costs or expenses recoverable under any other insurance on the subject matter insured by the Association or which would have been so recoverable:-

(a) apart from any term in such other insurance excluding or limiting liability on the grounds of double insurance; and

(b) if the Entered Ship were not insured by the Association against the risks set out in these Rules.

PROVIDED ALWAYS that:-

(i) with the approval of the Managers an Insured Owner may be insured by special agreement with the Association made either directly with himself or with the other insurers upon the terms that

certain losses, liabilities, costs and expenses shall be borne by the Association notwithstanding such other insurance, protection or indemnity;

(ii) this exclusion shall not apply to claims arising under Rules 2 Part B (f), and 3 (f) which shall (subject to Section 80 of the Marine Insurance Act 1906) be recoverable under these Rules notwithstanding any other insurance, protection or indemnity.

Partial Insurance

(10) (a) For the purposes of Rule 2 Part A the Insured Value shall be the full Insured Value of the Entered Ship;

(b) for the purposes of Rule 2 Parts B, C, D, E and G and Rule 3 where only a part or a percentage of the Insured Value is insured by the Association, the Insured Owner shall be his own insurer in respect of the uninsured balance. Without prejudice to the generality of the foregoing, the Insured Owner shall, unless the entry of the ship has been accepted on special terms which otherwise provide or unless the Directors in their discretion shall otherwise determine, only be entitled to recover from the Association such proportion of any claims arising under these Parts as the amount insured with the Association bears to the Insured Value.

Obligation to Sue and Labour

(11) Upon the occurrence of any casualty, event or matter liable to give rise to a claim by an Insured Owner upon the Association, it shall be the duty of the Insured Owner and his agents to take and to continue to take all such steps as may be reasonable for the purpose of averting or minimising any expense or liability in respect whereof he may be insured by the Association. In the event that an Insured Owner commits any breach of this obligation, the Directors may in their discretion reject any claim by the Insured Owner against the Association arising out of the casualty, event or matter, or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

Obligations With Regard to Claims

(12) (a) An Insured Owner must promptly notify the Managers of every casualty, event or claim upon him which is liable to give rise to a claim upon the Association, and of every event or matter which is liable to cause the Insured Owner to incur losses, liabilities, costs or expenses for which he may be insured by the Association;

(b) an Insured Owner must promptly notify the Managers of every survey or opportunity for survey in connection with a matter referred to in Rule 4 Part E (12)(a);

(c) an Insured Owner must at all times promptly notify the Managers of any information, documents or reports in his or his agents' possession, power or knowledge relevant to such casualty, event or matter as is referred to in Rule 4 Part E (12)(a) and shall further, whenever so requested by the Managers, promptly produce to the Association and/or allow the Association or its agents to inspect, copy or photograph, all relevant documents of whatsoever nature in his or his agents' possession or power and shall further permit the Association or its agents to interview any

servant, agent or other person who may have been employed by the Insured Owner at the material time or at any time thereafter or whom the Association may consider likely to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to the Insured Owner in connection therewith;

(d) an Insured Owner shall not settle or admit liability for any claim for which he may be insured by the Association without the prior written consent of the Managers;

(e) in the event that an Insured Owner commits any breach of his obligations referred to in Rules 4 Part E (12)(a) to 4 Part E (12)(d), the Directors may in their discretion reject any claim by the Insured Owner against the Association arising out of the casualty, event or matter, or reduce the sum payable by the Association in respect thereof by such amount as they may determine.

The Association's Right of Set-Off

(13) Without prejudice to anything elsewhere contained in these Rules, the Association shall be entitled to set off any amount due from an Insured Owner against any amount due to such Insured Owner from the Association.

Time Bar

(14) In the event that:-

(a) an Insured Owner fails to notify the Managers of any casualty, event or claim referred to in Rule 4 Part E (12) within one year after he has knowledge thereof; or

(b) an Insured Owner fails to submit a claim to the Managers for reimbursement of any losses, liabilities, costs or expenses within one year after discharging or settling the same;

the Insured Owner's claim against the Association shall be discharged and the Association shall be under no further liability in respect thereof unless the Directors in their discretion shall otherwise determine.

Piracy, Barratry and Violent Theft – Limitation of Amount Recoverable

(15) Any claim for losses, liabilities, costs or expenses arising from piracy, barratry, or violent theft by persons coming from outside the Entered Ship shall be subject to such deductible as the Directors shall have determined before the beginning of the Policy Year during which the claim arises.

Coronavirus Exclusion

(16) This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

(a) This insurance excludes coverage for:

(i) 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

(c) any mutation or variation of SARS-CoV-2;

or from any fear or threat of (a), (b) or (c) above;

(ii) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;

(iii) 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 from any fear or threat thereof.

Communicable Disease Exclusion

(17) 1 Notwithstanding any provision to the contrary in this (re) insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.

2.1 "Communicable Disease Loss" shall mean, damage, liability, or expertise of whatsoever nature, proximately caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

a) a Communicable Disease, and/or

b) the fear or threat, whether actual or perceived of a Communicable Disease, and/or

c) any recommendation, decision or measure made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or

d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

2.2 Without prejudice to the effect of Clause 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo, loading or discharge rother customary use shall not constitute excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.

2.3 Without prejudice to the effect of Clause 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded

Circumstance solely by reason of that diversion having been made for the reason set out in 2.1 (c) above.

3 "Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

(a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any or the foregoing, whether deemed living or not, and

(b) the method of transmission, whether direct to indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and

(c) the disease, substance or agent any, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporary or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

4.1 The Infected Individual Exception shall apply (1) the actions or decision or any individual infected or allegedly infected with a Communicable Disease caused or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.

4.2 Where those conditions are met, the fact of possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss other recoverable hereon provided always that there shall be no cover for loss, damage, liability or expense arising from any increase in the spread, incidence, severity, or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual's actions or decisions.

4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.

5 Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

Sanctions and Reinsurance

(18) i Where:

a The provision of insurance to a Member or any other entity insured under that Member's entry or of any ship or any voyage or carriage is or becomes prohibited, unlawful or sanctionable; or

b The ownership, management, operation, charter and/or employment of a ship may howsoever expose the Member entering such ship and/or the Association and/ or any other Member of the Association to the risk of being or becoming subject to any sanction, prohibition or adverse action of whatsoever nature by any State or International Organisation.

The insurance by the Association of that Member or entity or ship or voyage or carriage shall cease from the date when such insurance or ownership, management, operation, charter and/or employment becomes prohibited, unlawful or sanctionable, or in the opinion of the Managers the risk thereof arises.

When the risk of any such sanction, prohibition or adverse action ceases, insurance by the Association may be reinstated on such terms and conditions and from such date and time as the Managers determine in their discretion.

ii No claims, liabilities, costs or expenses shall be paid or recoverable from the Association where such payment or recovery is prohibited or would constitute a sanctionable activity or in the opinion of the Managers may expose the Association to the risk of being or becoming subject to any sanction, prohibition or adverse action other than, where permitted, payment into a designated account in which event the Association's liability shall be discharged by and to the extent of such payment.

iii In the event of cesser of insurance of a Member or of a ship pursuant to this Rule, the Member shall remain liable for premium and any other sums due, and such cesser shall be without prejudice to any other rights available to the Association under the Rules and/ or otherwise.

iv To the extent that the cover provided hereunder is reinsured by the Association:

(a) the Member shall only be entitled to recover from the Association the net amount actually recovered under such reinsurance.

(b) the Association shall have no liability in respect of liabilities, costs and expenses to the extent that such liabilities, costs and expenses are not recovered under such reinsurance because of a shortfall in recovery from such parties or reinsurers thereunder by reason of a sanction, prohibition or adverse action against them by a State or International Organisation or other competent authority or the risk thereof if payment were to be made by such parties or reinsurers. If the Association has indemnified the Member and there is subsequently a shortfall in recovery from such reinsurers by reason of a sanction, prohibition or adverse action against

them by an State or International Organisation or the risk thereof if the payment were to be made by such reinsurers the Member shall repay to the Association on demand the amount of any shortfall as certified by the Managers.

Automatic Identification System (AIS) Operation

(19) 1 As required by Chapter V, Regulation 19 of the International Convention for the Safety of Life at Sea (SOLAS) 1974 as amended and any modification thereof, the vessel's AIS shall, in so far as the Assured can control the matter: (a) always be in operation when the vessel is underway or at anchor; (b) be in operation in accordance with the requirements of the port, when in port.

2 In the event of breach of clauses (1), Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence during the period of breach, unless the Assured satisfies Underwriters that the AIS was switched off because the Master believed that the continual operation of the AIS might have compromised the safety or security of the vessel, or that the AIS was not in operation for reasons beyond the control of the Assured.

3 The Assured shall, if requested by the Underwriters, permit the inspection of the vessel's AIS installation, maintenance and operational records as well as the vessel's log book.

5 General Premium Notice

This Rule is divided into the following parts:-

A Modification or Termination of cover upon the giving of a General Premium Notice.

B Reinstatement of cover as regards risks other than the King's Enemy Risks.

Part A Modification or Termination of Cover Upon the Giving of a General Premium Notice

(1) Rules 5 Part A (2) to 5 Part A (5) are applicable to each and every risk insured by the Association.

(2) If it shall appear to the Secretary of State that British Ships or other ships accepted by him for reinsurance are, or may be exposed to the King's Enemy Risks generally (and not in a particular area or areas) he may serve upon the Association a General Premium Notice requiring the payment of Premiums. If such a notice shall be served the Managers shall give notice thereof to all the Insured Owners and the cover provided by these Rules shall be modified or automatically terminated in accordance with the provisions of Rules 5 Part A (3) and 5 Part A (4).

(3) The cover provided by these Rules against the King's Enemy Risks shall continue save only that, after the expiry of the periods stipulated in Rule 5 Part A (4), it shall be modified so that K.E.R. Premiums and other payments are payable in respect of Premium Periods in accordance with the provisions of Appendix A.

(4) The cover provided by Rule 2 Parts B, C, D, E, F and G and Rule 3 shall continue until the expiry of the following periods when it shall

automatically terminate. If on the day that a General Premium Notice is served:-

(a) an Entered Ship is on a voyage to a friendly port, until three clear days after her arrival at that friendly port, or

(b) an Entered Ship is on a voyage to a hostile port, or to a friendly port which during the voyage becomes a hostile port, until three clear days after her arrival at a friendly port, or

(c) an Entered Ship is within a hostile port, or a port which becomes a hostile port within three clear days of arrival until three clear days after her arrival at a friendly port, or

(d) in respect of any other Entered Ship, for three clear days.

(5) For the purposes of Rule 5 Part A (4) friendly port shall mean a port which is not a hostile port.

Part B Reinstatement of Cover as Regards Risks Other than the King's Enemy Risks

(1) Rules 5 Part B (2) to 5 Part B (4) are applicable to each and every risk insured by the Association other than the King's Enemy Risks.

(2) At any time after a General Premium Notice has been served the Directors may, in their discretion, offer to reinstate the cover or part thereof to any Insured Owner whose cover has terminated or will terminate under the provisions of Rule 5 Part A (4).

(3) Such offer may:-

(a) offer to insure the Insured Owner against any or all of the risks set out in Rule 2 (other than Rule 2 Part A) or Rule 3, or such Part or Parts thereof as the offer shall describe;

(b) stipulate that the insurance shall be subject to any additional warranties, conditions, exceptions, limitations, or other terms, to those which are set out in these Rules;

(c) require that Premiums shall be payable by the Insured Owner;

(d) provide that such insurance is offered for a policy year or for any shorter period;

(e) provide that such insurance shall cease upon the expiry of the period for which it is given unless it is renewed in response to any subsequent offer which the Directors may make under Rules 5 Part B (2) and 5 Part B (3).

(4) If any Insured Owner shall accept such offer, the insurance of the Entered Ship shall be reinstated on the terms which have been agreed and, where not inconsistent with such terms, on the provisions of these Rules.

6 Insured Owners and Successors Bound by Rules

(1) All policies or contracts of insurance effected by the Association shall, save and insofar as they contain any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these Rules.

(2) An Owner or other person (including an insurer to be reinsured under Rule 12) by whom or on whose behalf an application is made for insurance or reinsurance by the Association shall be deemed to have agreed not only on his own behalf but also on behalf of his successors and each of them that both he and they will in every respect be subject to and bound by the provisions of these Rules and by any policy or contract of insurance with the Association.

7 Applications for Insurance

(1) Any Owner who desires to be insured by the Association shall make application for such insurance in such form as may from time to time be required by the Managers.

(2) The Managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for insurance whether or not the Owner is a Member of the Association.

8 Entry

(1) An Owner who wishes to enter any Ship for insurance in the Association shall apply for such entry in such form and in such manner as the Managers may from time to time require.

(2) An Owner who so applies for insurance or negotiates any changes to or renewal thereof shall make to the Association a fair presentation of the risk in compliance with Part 2 of the English Insurance Act 2015, including disclosure:

(a) of every material circumstance which the Owner knows or ought to know; or

(b) providing sufficient information to place the Association on notice of the need to make further enquiry for the purposes of revealing those circumstances; and

(c) in which every material representation as to a matter of fact is substantially correct, and every representation as to a matter of expectation or belief is made in good faith;

save that Section 8 of the Act shall have no application and Rule 8 (5) (b) shall apply irrespective of whether any breach of the duty of fair presentation is innocent, deliberate or reckless.

(3) Before any application for entry is accepted, the Managers shall agree in writing the terms and conditions that are to apply to the entry, including those concerning premiums, date of commencement and scope of cover and the other terms and conditions on which the ship is to be accepted.

(4) The provisions of this Rule apply throughout the period of entry of the Ship in the Association and the Member shall immediately disclose to the Association any material change in any material particulars and information or any material alteration in the risk relating to such entry.

(5) **(a)** If the Managers determine that the nature of the risk has materially changed since the ship was entered; or

(b) If the Member fails to comply with the obligations under sub-paragraphs (2) or (4) of this Rule,

the Managers shall be entitled, without prejudice to any other right or remedy of the Association, in their absolute discretion by notice in writing to:

(i) terminate the entry of such ship or Member from the commencement of the Policy Year or such later date as they may decide, or

(ii) amend or vary the terms of such entry as they think fit.

(6) The Managers shall be at liberty, without giving any reason, to refuse any application for entry of a ship in the Association from any Owner whether or not that Owner is already a Member of the Association.

9 Certificates of Entry and Endorsement Slips

(1) As soon as reasonably practicable after the acceptance of an application for entry of a Ship for insurance in the Association, the Managers shall issue to the Member in respect of such Ship a Certificate of Entry in such form as they may from time to time determine which may include, among other things:

(a) the names of the Members on whose behalf the Ship has been entered and their interest in that Ship;

(b) the date of the commencement of the period of insurance; and

(c) the terms and conditions, including any limitations to cover, on which the ship has been accepted for insurance.

(2) If at any time there shall be a variation in the terms of entry relating to an entered Ship, the Managers shall, as soon as reasonably practicable thereafter, issue to the Member in respect of such a Ship an endorsement slip, in such form as they may from time to time determine, stating the terms of such variation and the date from which such variation is to be effective.

(3) Every Certificate of Entry and every endorsement slip issued as aforesaid shall be conclusive evidence and binding for all purposes as to the commencement of the period of insurance, as to the terms and conditions on which the ship has been entered for insurance, and as to the terms of any variation and the date from which such variation is to be effective; provided that in the event that any Certificate of Entry or any endorsement slip shall in the opinion of the Managers contain any error or omission, the Managers may in their discretion issue a new Certificate of Entry or a new endorsement slip which shall be conclusive evidence and binding as aforesaid.

Insurance Act 2015 Excluded provisions – Effect

(4) To the extent that these Rules and any Certificate of Entry or other policy document issued hereunder are subject to the English Insurance Act 2015, from its entry into force, the following Sections of the Act shall be excluded and have no application save to the extent provided in the case of Section 13A with the effects as set out in sub-paragraphs (a) – (e) below:

(a) Section 10 – All warranties must be strictly complied with and in the event of breach, the Association's liability is discharged from

the date of such breach irrespective of whether such breach is subsequently remedied.

(b) Section 11 – The Association shall be entitled to exercise any rights provided in these Rules arising in consequence of the Member's non-compliance with the applicable terms of entry and the Rules tending to reduce the risk of loss of a particular kind, or at a particular location or time. The Association shall be so entitled notwithstanding that such non-compliance could not have increased the risk for the loss which actually occurred in the circumstances in which it occurred.

(c) Section 13 – In the event that a fraudulent claim is made by any party insured hereunder the Association shall be entitled to terminate the policy in respect of all parties insured pursuant to that entry or any of them as the Managers so decide in their absolute discretion.

(d) Section 13A – No claim shall be brought against the Association for breach of the implied term that the Association will pay to the Member any sums due in respect of a claim within a reasonable time save where or to the extent that any breach is deliberate or reckless.

(e) Section 14 – The contract evidenced by these Rules and the Certificate of Entry requires the Member and the Association to observe the duty of utmost good faith and non-observance by one party shall entitle the other to avoid the policy.

10 Joint Insured Owners

If a Ship shall be entered in the names of more than one Insured Owner, they shall be collectively referred to as Joint Insured Owners and:-

(a) unless otherwise agreed in writing with the Managers, all Joint Insured Owners shall be jointly and severally liable to the Association to pay all Additional Premiums, Premiums, K.E.R. Premiums, or other sums due to the Association in respect of such entry;

(b) if, at the time of entry, the Joint Insured Owners shall have directed that all payments of any sums payable by the Association shall be paid to one of the Joint Insured Owners or to some other party, payment of such sums by the Association in the manner directed shall be a complete discharge of the Association's liabilities to all Joint Insured Owners. If no such directions shall have been given, payment by the Association, in its discretion, to any one of the Joint Insured Owners shall operate as a similar complete discharge of its liabilities to all Joint Insured Owners;

(c) failure by any Joint Insured Owner to comply with the requirements of Rule 8 shall be deemed to have been the failure of all the Joint Insured Owners;

(d) conduct of any Joint Insured Owner which would have entitled the Association to decline to indemnify him shall be deemed to be the conduct of all Joint Insured Owners;

(e) unless the Managers have otherwise agreed in writing, the contents of any communication from or on behalf of the Association to any Joint Insured Owner shall be deemed to be within the knowledge of all the Joint Insured Owners, and any communication from any Joint Insured Owner to the Association shall be deemed to have been made with the full approval and authority of all the Joint Insured Owners;

(f) no disputes of whatever nature or howsoever arising between Joint Insured Owners shall be the subject of any insurance given by the Association or form the basis of any recovery from it;

(g) where any claims shall be pursued against any one of the Joint Insured Owners for which he is insured by the Association, he shall be deemed for all the purposes of this insurance to have the same rights to limit his liability as if he were the registered Owner of the Entered Ship.

11 Special Powers

(1) The Secretary of State may, in accordance with his powers under the Reinsurance Agreement, require that the Insured Value of an Entered Ship for insurance against the King's Enemy Risks shall be altered to such sum as he may determine. In the event of such determination the Managers shall give notice to the Insured Owner that the Insured Value of that Entered Ship for insurance against the King's Enemy Risks shall, subject only to the provisions of Rule 11 (2), be such figure as the Secretary of State determines.

(2) If an Insured Owner shall not agree to such determination by the Secretary of State he may, within 28 days of the receipt of notice from the Managers, require that any dispute on the proper value of an Entered Ship for insurance against the King's Enemy Risks shall be submitted to arbitration in accordance with the terms of the Reinsurance Agreement. The Insured Owner may require that the Association shall agree to the appointment of a sole arbitrator of his choice or, as the case may be, shall appoint an arbitrator of his choice (such arbitrators to be experienced in the valuation of ships for war risks purposes) and may, if he wishes, present his case to the arbitrator, arbitrators or umpire. The award of an arbitrator, arbitrators or umpire shall be conclusive and binding as regards the Insured Value of an Entered Ship for insurance against the King's Enemy Risks for all the purposes of these Rules.

(3) If it shall appear to the Secretary of State that a substantial increase of the King's Enemy Risks has occurred or is likely to occur, he may determine that the Insured Values of all ships which are entered in the Association for insurance against the King's Enemy Risks shall not be further changed without his consent. In the event of such

determination, the Managers shall give notice to all the Insured Owners of such determination.

(4) If the Secretary of State shall serve a General Premium Notice upon the Association, the Insured Values of all Entered Ships, which are insured by the Association in currencies other than sterling, shall, for the purpose of insurance against the King's Enemy Risks, be converted into sterling and such Entered Ships shall thereafter be insured by the Association in that currency. This conversion shall be effected by using the average of the daily rates of exchange for the previous 90 days based on the average daily rate supplied by the Bank of England.

12 Reinsurance

(1) The Directors may, in their discretion, accept applications for reinsurance (other than for the King's Enemy Risks which are reinsured by the Secretary of State) by the Association of any Ship or other interest insured by another insurer against war risks. If such an application should be accepted, each Ship so reinsured shall be deemed for all the purposes of these Rules to be an Entered Ship. In the absence of written agreement to the contrary, the insurer of such Entered Ship shall (subject to the provisions of Rule 13 (2)) have the same rights and be under the same obligations for all the purposes of these Rules as though he were the Insured Owner of the Entered Ship.

(2) The Directors may, in their discretion, reinsure all or any part of the risks insured or reinsured by the Association, whether or not such risks are in relation to all the Ships entered in the Association, or to any one particular Entered Ship, or to any number of Entered Ships, with such reinsurers and on such terms as they consider appropriate.

13 Membership

(1) If the Managers accept an application from an Owner who is not already a Member for a Ship to be entered in the Association, such Owner shall, as from the date of acceptance of such entry, be and become a Member and his name shall be entered in the Register of Members.

(2) Whenever the Directors accept an application for reinsurance in accordance with the provisions of Rule 12 (1) they may, in their discretion, accept the insurer reinsured by the Association, or the Owner of any Ship insured by such insurer or both such insurer or such Owner, as a Member or Members.

(3) An Insured Owner, or an insurer or the Owner of any Ship insured by him who shall have been accepted as a Member under the provisions of Rule 13 (2), shall cease to be a Member if for any reason whatever he shall cease to have any Ships entered in the Association for insurance, or reinsurance, as the case may be, or after any of the provisions of Rule 28 (1) shall apply.

14 Assignment

(1) No insurance given by the Association and no interest under these Rules or under any policy or contract between the Association and any Insured Owner may be assigned without the written consent of the Managers who shall have the right in their discretion to give or refuse such consent without stating any reason or to give such consent upon

any such terms or conditions as they may think fit. Any purported assignment made without such consent or without there being due compliance with any such terms and conditions as the Managers may impose shall, unless the Managers in their discretion otherwise determine, be unenforceable against the Association.

(2) Whether or not the Managers shall expressly so stipulate as a condition for giving their consent to any assignment, the Association shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the Managers may then estimate to be sufficient to discharge any liabilities of the assignor to the Association, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

15 Period of Insurance

Subject as otherwise provided in these Rules, the insurance by the Association of an Entered Ship shall commence at the time and date specified in the Certificate of Entry and shall continue until noon G.M.T. on the 20th February next ensuing, and thereafter, unless terminated in accordance with these Rules, from policy year to policy year.

16 Variation of Contract

(1) If before the end of any policy year these Rules shall have been altered in any respect which affects the terms and conditions of the policy or contract of insurance between the Insured Owner and the Association, then such alteration shall be binding upon the Insured Owner and for all purposes take effect as from the commencement of the next ensuing policy year.

(2) If the Managers shall have given notice not later than noon G.M.T. on the 20th January in any policy year that for the next ensuing Policy year they require some change to be made in the terms or conditions of entry, including, but not limited to, the application of a deductible to claims arising under the cover afforded by Rule 2 Parts B, C, D, E and G by Rule 3, by Rule 4 Part A (2) or by any one or more or any part of them, unless the claim results from an actual total loss or a constructive total loss, then the insurance for the Entered Ship for the next ensuing policy year shall continue upon the existing terms varied in accordance with the terms of the said notice, unless the Insured Owner shall notify the Managers in writing before noon G.M.T. on the 20th February next following the date of the said notice that he is not willing to accept such terms, whereupon the insurance of the Entered Ship shall cease at the end of the policy year during which the said notice was given by the Managers.

17 Notice of Termination

(1) The insurance of any Entered Ship may be terminated in the following manner:-

(a) the Managers in their discretion and without giving any reason may give a written notice of termination to any Insured Owner not later than noon G.M.T. on the 20th January in any year;

(b) an Insured Owner in his discretion and without giving any reason may give a written notice of termination to the Association not later than noon G.M.T. on the 20th January in any year.

(2) If a notice shall have been given pursuant to Rule 17 (1), the period of insurance shall terminate at noon G.M.T. on the 20th February immediately following such notice. Save with the agreement of the Managers, an Entered Ship may not be withdrawn from the Association nor may any notice of termination be given at any other time.

18 Orders, Prohibitions and Directions

(1) The Directors shall at all times have power to give any or all Insured Owners such orders, prohibitions or directions as the Directors in their discretion may see fit as regards routes, trading areas, ports, stoppages, convoys, cargoes, methods of loading or discharging cargoes, modes of management or of navigation of Entered Ships and manning or equipment, including orders to an Insured Owner that an Entered Ship shall not proceed to or remain at any port, place, country, zone or area or that an Entered Ship shall depart therefrom, or prohibitions to an Insured Owner against an Entered Ship proceeding to or remaining at or in any port, place, country, zone or area.

(2) Any of the orders, prohibitions or directions referred to in Rule 18 (1) may be so given that they apply to any one or more Entered Ships or class of Entered Ships or generally to all Entered Ships and so that they remain in force for any one or more specified occasions or for a specified period or until further notice, in which latter event they shall remain in force until revoked by the Directors even if the period extends beyond the then current policy year and into any one or more future policy years. Any orders, prohibitions or directions so given shall be binding upon any Insured Owner who shall have entered or shall thereafter enter a Ship for insurance in the Association at any time while the same remain in force.

(3) Notwithstanding any order, prohibition or direction made by the Directors, an Entered Ship may be specially insured on the terms that a specific order, prohibition or direction shall not apply and that failure to comply therewith shall not be deemed a breach of warranty and shall not suspend the cover. An Entered Ship may be specially so insured on terms that an Additional Premium is payable by the Insured Owner to the Association and/or on terms that, while the Entered Ship is in a port, place, country, zone or area subject to such order, prohibition or direction, the Insured Owner shall only be insured against certain specified or restricted risks and/or on such other terms as the Managers may think fit.

(4) No Entered Ship shall be deemed to be insured on the special terms referred to in Rule 18 (3) hereof unless the exemption from the particular order, prohibition or direction is specified in writing by the Managers. If any such exemption shall be specified in writing, the said exemption shall apply to the order, prohibition or direction referred to therein and not to any other order, prohibition or direction given by the Directors.

19 Constitution of Additional Premium Areas

(1) If it shall appear to the Secretary of State that British Ships or other ships accepted by him for reinsurance are, or may be exposed to King's Enemy Risks in a particular area or areas, he may, under the

terms of the Reinsurance Agreement, serve on the Association a notice (hereinafter called a “Special Premium Notice”) defining the area or areas to which it applies.

(2) If a Special Premium Notice shall have been served as aforesaid, the Managers as soon as practicable thereafter shall notify the Insured Owners of the receipt of such notice and the area or areas to which it applies. On the expiry of a period of seven days from the date of the notice given by the Managers, unless an Insured Owner shall have exercised the option referred to in Rule 19 (5), each Insured Owner’s terms of entry shall be deemed to contain and shall contain a term that until further notice the area or areas so specified shall constitute an Additional Premium Area or Areas in respect of the King's Enemy Risks with the consequences set out in Rule 25.

(3) At any time or times whether before or during the currency of any policy year the Directors may, in respect of the risks other than the King's Enemy Risks, determine:-

(a) that any ports, places, countries, zones or areas (whether of land or sea) shall be Additional Premium Areas;

(b) that any special terms, conditions, exceptions or limitations of or to the Association’s cover shall apply while an Entered Ship shall be or remain in any one or more of such Additional Premium Areas.

(4) The Managers shall notify the Insured Owners of all decisions made by the Directors pursuant to Rule 19 (3). On the expiry of a period of seven days from the date of the notice given by the Managers, unless an Insured Owner shall have exercised the option referred to in Rule 19 (5), each Insured Owner’s terms of entry shall be deemed to contain and shall contain a term that until further notice the area or areas so mentioned shall constitute an Additional Premium Area or Areas in respect of the risks insured by the Association other than the King's Enemy Risks, with the consequences set out in Rule 25.

(5) If the Managers shall give any such notice to the Insured Owners as is mentioned in Rules 19 (2) or 19 (4), an Insured Owner, at any time within the next ensuing period of seven days, but not at any time thereafter, shall have the option by giving notice in writing to the Managers to cancel any one or more of his entries with the Association. In the event of such option being exercised, the entry or entries so specified shall terminate at the expiry of the said period of seven days and that Insured Owner shall only be liable to pay Premium to the Association pro rata for the proportion of the relevant policy year during which he was insured by the Association.

(6) Whenever an application is made by an Owner or other person for the entry of any Ship for insurance or reinsurance in the Association, and whenever negotiations take place as to the terms on which the insurance of an Entered Ship is to continue for the next following

policy year, such application or negotiations shall proceed on the basis that, if the application be accepted or if the insurance continue for the next following policy year, the terms of entry shall be deemed to contain a provision that the Association's current Additional Premium Areas and all current special terms, conditions, exceptions or limitations applicable thereto, whether or not they shall have been notified to the Owner, shall apply to the insurance of the Entered Ship.

(7) If at any time during the currency of any policy year the Managers shall notify the Insured Owners that any Additional Premium Area or Areas or one or more parts thereof shall cease to be Additional Premium Areas or that any special terms, conditions, exceptions or limitations shall cease to apply, then such Area or Areas or part thereof or such special terms, conditions, exceptions or limitations (as the case may be) shall thereupon cease to form part of the terms of entry of the Insured Owners.

20 Maximum Amounts Insured

The maximum amounts for which any one Entered Ship or the interests therein may be insured by the Association shall be determined from time to time by the Directors.

21 Safe Ports and Places of Safety

The Directors may in their discretion determine for all the purposes of these Rules what is and what is not a safe port or place of safety and the date which is to be deemed that of the declaration of war or the outbreak of or cessation of hostilities.

22 Membership of Organisations

The Directors may cause the Association to become affiliated to, support, sponsor and/or sustain other organisations or bodies concerned with the provision of war risks insurance for ships which are eligible for entry in the Association and for this purpose may authorise the payment by the Association to such organisations or bodies of such sums as the Directors may think fit.

23 Sums Payable by Insured Owners

(1) The Association shall be entitled to require payment of Additional Premiums, Premiums and K.E.R. Premiums in accordance with the cover which is required by the Insured Owner.

(2) Every Insured Owner shall be obliged to pay Premium levied in accordance with Rules 24 and 27.

(3) Where an Insured Owner desires cover to be maintained whilst the Entered Ship is within any Additional Premium Area as specified in Rule 19, he shall be required to pay an Additional Premium as provided by Rule 25.

(4) Where an Insured Owner desires to obtain cover under the provisions of Rule 2 Part D (2), and 5 Part B (where reinstatement of cover is offered on the basis that a Premium shall be paid) or 18 (3), he shall be required to pay a Premium as provided by those Rules.

(5) After the service of a General Premium Notice, the Insured Owners, who have or continue to have Ships entered in the Association for King's Enemy Risks where those risks are reinsured by the Government of the United Kingdom (that is to say British Ships and

other ships to which the provisions of Rule 4 Part A (1) apply), shall be required to pay K.E.R. Premiums as provided by Appendix A paragraph (2).

24 Premium

Save where Additional Premium or K.E.R. Premium is payable and save as provided in Rule 5 Part B, this insurance is on a fixed premium basis. Unless otherwise agreed, the agreed premium shall be payable by the Insured Owner on or prior to the inception of cover.

If an Entered Ship shall proceed to or be or remain in any Additional Premium Area the provisions of Rule 25 shall have effect.

25 Additional Premiums

(1) The Insured Owner shall pay to the Association an Additional Premium or Premiums as follows:-

(a) if by virtue of a Special Premium Notice, the area is an Additional Premium Area in respect of King's Enemy Risks, an Additional Premium or Premiums at such rate or rates, and for such period or periods, as the Secretary of State shall from time to time determine;

(b) if, by virtue of a decision of the Directors, the area is an Additional Premium Area in respect of risks other than the King's Enemy Risks, an Additional Premium or Premiums at such rate or rates, and for such period or periods, as shall be agreed with the Managers.

(2) The Insured Owner shall continue to be insured while the Entered Ship proceeds to or is or remains within such area.

(3) It is a condition of the insurance afforded by the Association that the Insured Owner shall ensure that the Association is given written notice before the Entered Ship proceeds into the Additional Premium Area. If this condition is not fulfilled then:-

(a) if, by virtue of a Special Premium Notice, the area is an Additional Premium Area in respect of the King's Enemy Risks, the Insured Owner shall not be entitled to any recovery from the Association in respect of any claim arising from any of the King's Enemy Risks and arising out of events occurring in the Additional Premium Area;

(b) if, by virtue of a decision of the Directors, the area is an Additional Premium Area in respect of the risks other than the King's Enemy Risks, the Insured Owner shall not be entitled to any recovery from the Association in respect of any claim arising from any risks other than the King's Enemy Risks and arising out of events occurring in the Additional Premium Area;

(c) if the area is an Additional Premium Area in respect of both the King's Enemy and the non-King's Enemy Risks, an Insured Owner shall not be entitled to any recovery from the Association in respect of any claim arising out of events occurring in the Additional Premium Area.

PROVIDED ALWAYS that:-

the Directors may in their discretion decide to allow recovery from the Association which would otherwise be excluded by Rule 25 (3) either in whole or in part. Where the Directors do not exercise their discretion to allow recovery as aforesaid, the Association shall return to the Insured Owner any Additional Premium which may have been paid pursuant to Rule 25 (1).

(4) The terms of the insurance of the Entered Ship during such period as is referred to in Rule 25 (2) shall be those current for the Entered Ship for the relevant policy year.

PROVIDED ALWAYS that:-

if, in respect of risks other than King's Enemy Risks, the Managers shall specify that any special terms, conditions, exceptions or limitations shall apply whilst an Entered Ship shall be or remain in any Additional Premium Area, then the terms shall be those which are current for the relevant policy year as modified by such special terms, conditions, exceptions or limitations.

(5) An Insured Owner shall be entitled to give written notice to the Association at any time before the Entered Ship enters an Additional Premium Area stating that he desires the cover of the Entered Ship to be suspended or restricted while the Entered Ship is within the said area.

PROVIDED ALWAYS that:-

if the Entered Ship is mortgaged, an Insured Owner shall not be entitled to give any such notice unless he shall have obtained and produced to the Association the written consent of his mortgagees to the suspension or restriction of the cover.

(6) If, where permitted by Rule 25 (5), an Insured Owner gives notice in writing that he desires the cover of the Entered Ship to be suspended, then:-

(a) the cover afforded by the Association in respect of the Entered Ship so specified shall be suspended and the Insured Owner shall remain uninsured in respect of such Entered Ship during the period while the Entered Ship is and remains in the Additional Premium Area, and

(b) the Insured Owner shall be under no liability to pay an Additional Premium in accordance with Rule 25 (1) but shall not be entitled to any return of Premiums paid or payable in respect of the Entered Ship unless the Directors in their discretion otherwise determine.

(7) Unless the Insured Owner gives notice of suspension before the Ship enters the designated Additional Premium Area, the cover of the Entered Ship shall not be suspended but the provisions of Rules 25 (1), 25 (2), 25 (3) and 25 (4) shall be applicable.

(8) If, where permitted by Rule 25 (5), an Insured Owner gives notice in writing that he desires the cover of the Entered Ship to be restricted, then:-

(a) at any time before the Entered Ship enters an Additional Premium Area, the Insured Owner and the Managers may agree in writing the terms of the cover which shall be applicable to the Entered Ship while within such Additional Premium Area and the amount of the Premium payable to the Association for such a period;

(b) in the event that no such agreement in writing shall be reached between the Insured Owner and the Managers as is referred to in Rule 25 (8)(a) before the Entered Ship enters the Additional Premium Area then the cover of the Entered Ship shall not be restricted but the provisions of Rules 25 (1), 25 (2), 25 (3) and 25 (4) shall be applicable.

26 Laid-Up Returns

(1) The Directors may in their discretion direct that returns of Premium or allowances against the same be paid or allowed to Insured Owners whose Entered Ships are laid up and unemployed (otherwise than for the purpose of repair or maintenance) in any safe port or place outside any Additional Premium Area.

(2) The Directors may in their discretion determine from time to time:

(a) the minimum period for which an Entered Ship must be so laid up;

(b) the percentage of the Premium to be returned to such Insured Owner;

(c) the period for which such a return shall be allowed.

(3) If the Directors shall make a direction in accordance with Rule 26 (1), a return shall be made to such Insured Owner consisting of the percentage of the Premium so directed on a pro-rata basis, commencing at noon G.M.T. on the day on which the Entered Ship was laid up and ending at noon G.M.T. on the day on which that Entered Ship ceased to be laid up.

(4) PROVIDED ALWAYS that:-

(a) the Directors may in their discretion determine that a return may be made in respect of ships unemployed and laid up (other than for the purpose of repair or maintenance) in any one or more current Additional Premium Areas or part thereof;

(b) no return shall be made in respect of a ship which is unemployed and laid up in circumstances which give rise to a claim on the Association;

(c) if an Insured Owner fails to notify the Managers of his intention to claim such a return within three months of the end of the Policy Year during which such claim arose, he shall be deemed to have waived such claim.

27 Provisions as to Payment

(1) If any Premium or any other sum due from any Insured Owner to the Association is not paid by such Insured Owner on or before the date specified for payment thereof, the Insured Owner shall, without prejudice to the rights of the Association under any other provision of these Rules, pay interest on the amount overdue from the date on which the amount became due until the date of payment at such

rate of interest as the Directors may from time to time determine. The Directors may in any case waive payment of such interest in whole or in part.

(2) No claim of any kind whatsoever by an Insured Owner against the Association shall constitute any set off against the Premiums or other sums due by an Insured Owner to the Association or shall entitle an Insured Owner to withhold or delay payment of any such sum whether or not any set off has in the Managers' discretion been allowed at any time in the past.

28 Cesser of Insurance

Without prejudice to the generality of these Rules:-

(1) An Insured Owner shall cease to be insured by the Association in respect of any and all Ships entered by him or on his behalf upon the occurring of any of the following events or circumstances:-

(a) where the Insured Owner is an individual;

(i) upon his death, or

(ii) if a receiving order is made against him, or he makes any composition or arrangement with his creditors generally in order to avoid or prevent the making of such receiving order, or

(iii) if he becomes bankrupt, or

(iv) if he becomes incapable by reason of mental disorder of managing or administering his property and affairs;

(b) where the Insured Owner is a corporation;

(i) upon the passing of any resolution for its voluntary winding up (other than voluntary winding up for the purposes of company or group reorganisation), or

(ii) upon an order being made for its compulsory winding up or an administration order being made, or

(iii) upon its dissolution, or

(iv) upon a receiver or an administrative receiver or manager being appointed of all or part of its business or undertaking, or

(v) upon possession being taken of any of its property by or on behalf of a secured party, or

(vi) upon its commencing proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or to reorganise its affairs.

(2) Unless otherwise agreed in writing by the Managers, an Insured Owner shall cease to be insured by the Association in respect of a Ship entered by him or on his behalf upon the occurring of any of the following events or circumstances in relation to such Entered Ship:-

(a) the Insured Owner parting with or assigning the whole or any part of his interest in the Entered Ship whether by bill of sale or other

formal document or agreement or in any other way whatsoever, or

(b) the managers of the Entered Ship being changed by the appointment of new managers.

(3) Unless otherwise agreed in writing by the Managers, an Insured Owner shall cease to be insured by the Association in respect of a Ship entered by him or on his behalf upon the occurring of whichever shall be the earliest of the following events or circumstances in relation to such Entered Ship:-

(a) the Entered Ship being missing for ten days from the date when she was last heard of;

(b) the Entered Ship being posted at Lloyd's as missing;

(c) the Entered Ship becoming an actual total loss;

(d) acceptance by hull underwriters or by the Association that the Entered Ship is a constructive total loss;

(e) payment to the Insured Owner of the Entered Ship by marine underwriters or by the Association of an unrepaired damage claim which exceeds the market value of the Entered Ship, without commitment, immediately prior to the casualty which gave rise to such claim;

(f) a compromise settlement with marine underwriters or with the Association on the basis of which the Entered Ship is considered or deemed to be an actual or constructive total loss;

(g) a decision by the Association that the Entered Ship is to be considered or deemed to be an actual or constructive total loss or otherwise commercially lost.

PROVIDED ALWAYS that:-

(i) notwithstanding cesser of the insurance under Rule 28(3) consequent upon actual total loss, constructive total loss or other loss of the Entered Ship, the Association shall, subject always to the Rules and to the terms and conditions of the entry of the Entered Ship in the Association, remain liable in respect of claims which are within the scope of those terms and conditions and which flow directly from the casualty which has given rise to that actual total loss or constructive total loss or other loss;

(ii) the Managers may, as a condition of agreement that the insurance of the Entered Ship shall continue after the occurring of any of the events or circumstances listed in Rules 28(2) and 28(3), impose such terms and conditions as they think fit for the continuation of the insurance.

(4) By notice given by the Managers

(a) Where:

(i) the Insured Owner has failed to comply with the obligations set out in Rule 8 (2) and (4);

(ii) in the opinion of the Managers, there has been a material alteration of risk;

(iii) the Entered Ship ceases to be classed, or ceases to comply with all rules, recommendations and requirements of the Classification Society relating to the Entered Ship unless not required to do so under the terms of the Certificate of Entry;

(iv) the Entered Ship fails to comply with the statutory requirements of the Flag State or no longer possesses valid statutory certificates;

(v) the Insured Owner fails to make the Entered Ship available for survey when requested by the Managers;

(vi) the Insured Owner fails to comply, in the opinion of the Managers, with recommendations for repair within the time specified;

(vii) the condition of the Entered Ship as surveyed in the opinion of the Managers so requires;

the Managers may terminate the insurance of the Entered Ship by written notice forthwith or from a time and date specified in such notice or, in the Managers' absolute discretion:

a determine that there shall be no right to recover claims during the period in which their Entered Ship ceases to be classed or the Entered Ship or the Insured Owner is non-compliant or the Entered Ship's condition so requires;

b exclude cover for claims arising out of or contributed to by such non-compliance or condition or reduce recovery to the extent of such contribution;

c vary the terms and conditions of this insurance whether as to premium and/or the exclusion or limitation of covered risks save that where the Insured Owner does not accept such variation, it may terminate this insurance by notice in writing to the Managers given within 7 days of being notified of the variation.

(b) The Managers may by 30 days' notice in writing to the Insured Owner at any time terminate the insurance of the Entered Ship.

29 Cancellation for Non-Payment

Without prejudice to the generality of these Rules:-

(1) Where the Association has required an Insured Owner to pay under the terms of entry and these Rules any Premium, Additional Premium, or interest, and the Insured Owner has not paid the same in full within the time permitted by the Association, the Managers may give the Insured Owner notice in writing:-

(a) requiring him to pay such amount by any date specified in such notice, not being less than fourteen days from the date on which the notice is given; and

(b) informing him that if he fails to pay such amount in full on or before the date so specified, his insurance in respect of the Entered Ship or Ships relating to which payment of that amount was required, and also, if the Managers so specify, his insurance in respect of any and all other Ships entered in the Association by him or on his behalf, shall be cancelled forthwith without any further notice or formality.

(2) If an Insured Owner fails to comply with the requirements set out in any notice issued by the Managers in accordance with Rule 29 (1), that Insured Owner's insurance shall be cancelled as specified in such notice, notwithstanding that the amount payable by the Insured Owner to the Association, as referred to in the notice, related only to one, or to more than one but not to all, of the Entered Ships in respect of which the Insured Owner's insurance is cancelled.

(3) Cancellation as provided in Rule 29 shall operate independently of and separately from any cancellation which may be effected or which may occur by virtue of any other provisions of these Rules.

(4) An Insured Owner's insurance may be cancelled as provided in Rule 29 irrespective of whether that insurance is current on the date of the cancellation or has ceased by virtue of the provisions of Rule 28 or has ceased, been terminated or cancelled in accordance with any other provisions of these Rules.

PROVIDED ALWAYS that:-

if after the issue of a General Premium Notice the Insured Owner shall have failed to pay when due and demanded by the Managers any K.E.R. Premiums levied under the provisions of paragraph (2) of Appendix A to these Rules, the provisions of paragraph (4) of the said Appendix shall apply.

30 Effects of Cesser and Cancellation of Insurance

(1) When an Insured Owner's insurance ceases under or by reason of the operation of any of these Rules other than Rule 29 such Insured Owner and his successors shall be and remain liable for all Premiums, Additional Premiums, and any other sums whatsoever payable in respect of the policy year in which the insurance ceases, and in respect of previous policy years, unless and to the extent that:-

(a) Rule 32 is applicable;

(b) subject to Rule 30 (2) and to the other provisions of these Rules and to the terms of entry in the Association of the Entered Ship or Ships in respect of which insurance has ceased, the Association shall remain liable in respect of such Entered Ship or (as the case may be) Ships for all claims under these Rules arising out of any event which has occurred prior to the time of cessation of the insurance, but shall not otherwise be under any liability whatsoever by reason of anything occurring after such time.

(2) When an Insured Owner's insurance is cancelled in accordance with Rule 29 (which time is hereinafter in Rule 30 referred to as "the date of cancellation") then:-

(a) such Insured Owner and his successors shall be and remain liable for all Premiums, Additional Premiums and other sums payable in respect of the policy year in which the date of cancellation occurs pro rata only for the period up to the date of cancellation or such earlier date as the Managers in their discretion decide and stipulate in writing, and in respect of previous policy years; and

(b) the Association shall with effect from the date of cancellation cease to be liable for any claims of whatsoever kind under these Rules in respect of any and all Ships entered in the Association by or on behalf of such Insured Owner irrespective of whether:-

(i) such claims have occurred or arisen or may arise by reason of any event which has occurred at any time prior to the date of cancellation, including during previous policy years;

(ii) such claims arise by reason of any event occurring after the date of cancellation;

(iii) the Association may have admitted liability for or appointed lawyers, surveyors or any other person to deal with such claims;

(iv) the Association at the date of or prior to the date of cancellation knew that such claims might or would arise;

and as from the date of cancellation any liability of the Association for such claims shall terminate retrospectively and the Association shall be under no liability to such Insured Owner for any such claims or on any account whatsoever.

(3) PROVIDED ALWAYS that:-

the Directors may in their discretion and upon such terms as they think fit, including but not restricted to terms as to payment of Premiums, Additional Premiums or other sums, agree to pay either in whole or in part any claim in respect of any Ship entered by an Insured Owner for which the Association is under no liability by virtue of Rule 30, whether such claim has arisen before or arises after the date of cessation or the date of cancellation, as the case may be, or remit wholly or partly any payment of Premiums, Additional Premiums or other sums paid or payable to the Association.

31 Sums Due to the Association for the Purpose of Application of the Rules on Cesser of Insurance

(1) For the purpose of determining whether any (and if so, what) sum is due for the purposes of Rule 30 (1) or otherwise under these Rules, no account shall be taken of any amount due or alleged to be due by the Association to the Insured Owner on any ground whatever, and no set off of any kind, including set off which might otherwise have arisen by reason of the bankruptcy, winding up or administration of the Insured Owner, shall be allowed against such sum (whether or not any set off against Premiums has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by the

Managers as due, and required by the Managers to be paid, may in the Managers' discretion in itself have already allowed for a set off or credit in favour of the Insured Owner.

(2) Without prejudice to the generality of Rule 38, no act, omission, course of dealing, forbearance, delay or indulgence of any kind by or on behalf of the Association nor the granting of time, nor the acceptance by the Association (whether express or implied) of liability for, or the recognition of, any claim, and whether occurring before or after any date of cessation as hereinbefore referred to shall derogate from the effect of Rules 28 to 31 (1) inclusive or be treated as any waiver of any of the Association's rights thereunder.

32 Calculation of Premiums After Cesser of Insurance

If any of the events specified in Rule 28 (2) shall occur in relation to an Entered Ship then in every such case, provided the Insured Owner gives notice in writing of such event to the Managers within one month after the date thereof, the Insured Owner shall be liable to pay Premiums in respect of such Ship for the relevant policy year on a pro rata basis, namely the proportion of such Premiums applicable to the period beginning at the commencement of that policy year (or in the case of a Ship entered during that policy year, the date of entry) and ending at noon G. M.T. on the date of the happening of such event.

33 Claims Handling

The Insured Owner shall permit the Association to investigate and/or handle any incident or matter which will or may result in a claim insured by the Association. Irrespective of whether a claim is handled by the Association, the Insured Owner will co- operate fully in the handling of such a claim and, in particular:

(a) obtain the Association's prior approval before instructing lawyers, experts or other third party provider of services;

(b) keep the Association fully informed as to the matter and instruct any lawyers or other professionals to do the same;

(c) take all reasonable steps to collect and preserve evidence, and provide information or documentation promptly when requested;

(d) use its best endeavours to make witnesses available to be interviewed, provide statements or to give evidence;

(e) comply with any direction of the Managers as to the initiation of proceedings, handling, settlement or discontinuance of any claim.

(f) no claim shall be abandoned, settled or discontinued nor any liability admitted nor any other material step taken whatsoever which may affect any claim upon the Association by or on behalf of the Insured Owner without the prior consent in writing of the Managers.

34 Powers of the Managers Relating to the Handling and Settlement of Claims

(1) The Managers shall have the right if they so decide to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss or damage in respect whereof the Insured Owner is or may be insured in whole or in part, and to require the Insured Owner to settle, compromise or otherwise dispose of such claim or

proceedings in such manner and upon such terms as the Managers see fit.

(2) If the Insured Owner does not settle, compromise or dispose of a claim or of proceedings after being required to do so by the Managers in accordance with Rule 34 (1) any eventual recovery by the Insured Owner from the Association in respect of such claim or proceedings shall be limited to the amount he would have recovered if he had acted as required by the Managers.

(3) In the event of a casualty giving rise to loss or damage to an Entered Ship which may be recoverable from the Association, the Managers may take or require the Insured Owner to take tenders for the repair of such damage.

35 Subrogation

Wherever any claim shall have been paid by the Association, the Association is thereby subrogated to all the rights and remedies of the Insured Owner in and in respect of the claim as from the time of the casualty causing the loss. The Insured Owner shall afford to the Association all possible assistance in exercising the said rights of subrogation. The Insured Owner hereby authorises the Association in exercising such rights to commence any legal or other proceedings whenever the Association may think fit, in the name of the Insured Owner on furnishing an undertaking to the Insured Owner to indemnify him in respect of the costs thereof. The Insured Owner hereby undertakes at any time upon the request of the Association to execute a formal assignment of all or any such rights to the Association or to execute a formal deed of subrogation and to produce all such information, documents and evidence as the Association may require.

36 Information to be Supplied by Owners

Whenever so required by the Managers, an Insured Owner shall disclose to them in respect of any Ship entered by him in the Association:-

(a) all information which is presently in, or which may come into, his possession, or which he may ascertain by reasonable enquiries regarding the position of any Ship or her past, present or future employment;

(b) all details of any additional insurance effected or proposed to be effected by him with parties other than the Association in respect of any interest howsoever described which is insured, or which he proposes to insure, with the Association;

(c) the total marine Insured Value, that is to say the total sum for which the Entered Ship is insured for total loss under marine policies;

(d) all such other information which the Secretary of State shall reasonably require for the purposes of the Reinsurance Agreement.

37 Meetings of the Directors

The Directors shall meet as often as they may consider necessary for the settlement of claims which shall be paid by the Association as the Directors may determine in accordance with these Rules and

the Directors shall have power from time to time to authorise the Managers, without prior reference to the Directors, to effect payment of claims of such types and up to such sums as the Directors may determine. No Director shall act as such in the settlement of any claim in which he is interested.

Wherever any discretion or power is granted to the Directors under these Rules, and notwithstanding any provision in these Rules or the Articles to the contrary, the Directors shall in exercising any such discretion or power with respect to any matter in any way affecting insurance against King's Enemy Risks or the recovery of any claim in respect thereof have regard to or take into account or act in accordance with the views or wishes or requirements of the Secretary of State and the Association may by agreement with the Secretary of State bind the Directors not to exercise such discretions or powers without the consent of the Secretary of State and in such circumstances the discretions and powers shall not be exercised by the Directors without such consent.

Representatives of the Secretary of State shall be entitled to attend all meetings of Directors at which and to the extent that any matter relating to the insurance of King's Enemy Risks is considered.

38 Forbearance

No act, omission, course of dealing, forbearance, delay or indulgence by the Association in enforcing any of these Rules or any of the terms or conditions of its policies or contracts with an Insured Owner nor any granting of time by the Association shall prejudice or affect the rights and remedies of the Association under these Rules or under such policies or contracts and no such matter shall be treated as any evidence of waiver of the Association's rights thereunder, nor shall any waiver of a breach by an Insured Owner of such Rules, policies or contracts operate as a waiver of any subsequent breach thereof. The Association shall at all times and without notice be entitled to insist on the strict application of these Rules and on the strict enforcement of its policies or contracts with Insured Owners.

39 Law and Dispute Resolution

(1) This insurance shall be governed by, and construed in accordance with, English law, provided always that:-

(a) the sections of the English Insurance Act 2015 as set out in Rules 8 and 9 shall not apply, and

(b) no benefits or rights are conferred or intended to be conferred, under or through the operation of the Contract (Rights of Third Parties) Act 1999.

(2) Any difference or dispute whatsoever and howsoever arising between or affecting the Insured Owner and the Association and concerning the insurance shall be subject to arbitration in London unless the Association elects for the jurisdiction of the Commercial Court in London. In the absence of such election, unless the Managers agree in writing to the appointment by the Association and the Insured Owner jointly of a sole arbitrator, the Tribunal shall consist of three arbitrators who shall be King's Counsel currently in practice at the

Commercial Bar in London, one to be appointed by each party, the third by the two so chosen. The Arbitration Act 1996 shall apply.

40 Notices

(1) A notice or other document required to be served on a Member under these Rules or the Memorandum and Articles of Association of the Association may be served as the Managers decide, either personally, or by sending it through the post in a pre-paid letter, or by courier, facsimile, or email or other electronic communication addressed to the Member. The Member agrees that any such address shall be that notified to the Association by the Member or its servants or agents appearing in the records of the Association.

(2) A notice or document directed to be served on the Member shall, with respect to any Joint Members, affiliates and any others insured to any extent under the Member's entry, be given to which of such persons is named first in the Register of Members and a notice or document so given shall be sufficient service upon all such Joint Members, affiliates and any others insured under the Member's entry.

APPENDIX 'A'

PROVISIONS RELATING TO THE ASSESSMENT AND PAYMENT OF K.E.R. PREMIUMS, THE EXTENSION AND TERMINATION OF THE CURRENT POLICY YEAR AND THE REINSTATEMENT OF COVER UNDER RULE 5 PART B, AFTER THE SERVICE OF A GENERAL PREMIUM NOTICE.

King's Enemy Risks Premium Periods

(1) Upon the service of a General Premium Notice, the Secretary of State shall declare a Premium Period. If the General Premium Notice has not been withdrawn and is still in force at the time of the expiry of the first Premium Period, the Secretary of State shall declare further Premium Periods in succession to one another. All Premium Periods shall be such length and duration as the Secretary of State shall determine.

K.E.R. Premiums

(2) **(a)** The Insured Owners who, after the service of a General Premium Notice upon the Association, have or continue to have Ships entered in the Association for insurance against the King's Enemy Risks where those risks are reinsured by the Government of the United Kingdom (that is to say British Ships and other ships to which the provisions of Rule 4 Part A (1) apply) shall pay to the Association in respect of each such Entered Ship:-

(i) advance K.E.R. Premiums, which shall be expressed as a percentage of the Insured Value of each such Entered Ship, at the rate determined by the Secretary of State in respect of each Premium Period;

(ii) supplementary K.E.R. Premiums, which shall be expressed as a percentage of the Advance K.E.R. Premium to which it relates, at the rate determined by the Secretary of State;

(iii) such further sums, which shall be expressed as a percentage of the Insured Value of each such Entered Ship, in respect of the expenses of the Association at such rate as the Directors shall from time to time, and for such period of time, determine;

(b) K.E.R. Premiums shall be payable in full in respect of each Premium Period during which such Entered Ship is entered in the Association for insurance against the King's Enemy Risks. If any such Entered Ship shall be insured for only part of a Premium Period, the Secretary of State may determine that K.E.R. Premiums payable in respect of such Entered Ship shall be payable on a pro rata basis representing the time that such Entered Ship is so insured during the relevant Premium Period;

(c) no K.E.R. Premiums shall be levied in respect of any such Entered Ship until the expiry of the period stipulated in Rule 5 Part A (4).

Notices

(3) As soon as is reasonably practicable, the Managers shall notify each Insured Owner of the following:-

(a) such declarations and determinations of Premium Periods which are made by the Secretary of State;

(b) the rate at which a K.E.R. Premium is charged by the Secretary of State;

(c) whether a K.E.R. Premium is an Advance or a Supplementary K.E.R. Premium and the Premium Period to which it relates;

(d) the amount or amounts which are payable by the Insured Owner;

(e) the date by which any K.E.R. Premium is payable by the Insured Owner, and, if it is payable by instalments, the amount of each instalment and the date by which it is payable.

Unpaid K.E.R. Premiums

(4) **(a)** If an Insured Owner shall have failed to pay in respect of any Entered Ship when due and demanded by the Association any Q. E. R. Premium, the provisions of Appendix A (4)(b) and A (4)(c) shall have effect.

(b) the Association shall not accept for payment or pay or otherwise commit itself to pay to that Insured Owner any claim for losses, liabilities, costs or expenses caused by the King's Enemy Risks until such time as the Q. E. R. Premiums are paid in full;

PROVIDED ALWAYS that:-

the Directors may, with the consent of the Secretary of State, exercise one or more of the following powers:-

(i) accept security for the payment of the unpaid K.E.R. Premiums in such form and for such amount, and on such terms and conditions, as they require for the whole or any part that may be due;

(ii) without prejudice to the Association's rights under Rule 4 Part E (13), appropriate K.E.R. Premiums paid in respect of a later Premium Period to K.E.R. Premiums due and owing in respect of an earlier Premium Period;

(iii) accept and pay any claim arising in any Premium Period in respect of which K.E.R. Premiums are fully paid;

(iv) require that interest shall be charged under Rule 27.

(c) the Directors may, and if required by the Secretary of State shall, give notice to the Insured Owner in the form prescribed by Rules 29 (1)(a) and 29 (1)(b). If the Insured Owner fails to comply with the requirements of such notice, the provisions of Rules 29 (2) to 29 (4) and 30 (2) and 30 (3) shall have effect.

PROVIDED ALWAYS that:-

in the case that the Insured Owner's cover shall have been reinstated under Rule 5 Part B, the Directors may, in their discretion, give notice under this paragraph which shall cancel the King's Enemy Risks cover only.

Extension and Termination of Current Policy Year

(5) **(a)** The policy year in the course of which a General Premium Notice is served shall extend (if necessary beyond noon G.M.T. on the 20th February next) and shall terminate at the date when the

period or periods provided in Rule 5 Part A (4) have expired in respect of all the Ships which are entered for insurance in the Association or at such other date as the Directors may, in their discretion, determine.

(b) In the event that the said policy year shall extend beyond noon G.M.T. on the 20th February next in the manner described in Appendix A (5)(a), the respective rights and obligations of the Insured Owner and the Association shall continue to be governed in all respects by the provisions of these Rules until the policy year shall have terminated in accordance with the provisions of Appendix A (5)(a).

Reinstated Entries **(6)** **(a)** If the Directors shall make an offer under the provisions of Rule 5 Part B, the provisions of Appendix A (6)(b) and (6)(c) shall apply.

(b) If such offer shall require the payment of Premiums, and provide that the insurance is to be offered for a shorter period than any policy year, then that shorter period shall constitute a policy year for all the purposes of these Rules notwithstanding that such period is shorter than the policy year as defined by these Rules.

(c) The risks so insured by the Association shall be financed by means of a different fund from that used to finance the insurance afforded by the Association in respect of the King's Enemy Risks.

APPENDIX 'B'

PROVISIONS APPLICABLE TO THE INSURANCE AFFORDED BY THE ASSOCIATION UNDER RULE 2 PARTS A AND B.

TERMS AS TO THE MEASURE OF INDEMNITY OR OTHERWISE AFFECTING THE RECOVERABILITY OF LOSS.

Franchise or Deductible

(1) The insurance under Rule 2 Part A shall not be subject to a franchise or deductible.

General Average and Salvage

(2) **(a)** The insurance under Rule 2 Parts A and B covers, on the terms set out below, the Entered Ship's proportion of salvage, salvage charges and/or general average. In case of general average sacrifice of the Entered Ship the Insured Owner may recover the whole of the loss without first enforcing his right of contribution from other parties.

(b) General average and salvage shall be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules, 1974.

(c) When the Entered Ship sails in ballast, not under charter, the provisions of the York-Antwerp Rules 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the Entered Ship at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

(d) No claim in respect of salvage, salvage charges or general average shall be recoverable from the Association unless the loss arose from a risk insured by the Association under Rule 2 Part A or Part B or the loss was incurred to avoid such a risk.

(e) Claims for salvage, salvage charges and general average, when recoverable hereunder, are payable in full if the Entered Ship liable to contribution is insured under Rule 2 for her full contributory value. If the Entered Ship is not insured under Rule 2 for her full contributory value or if only part of the percentage thereof is insured, the sum recoverable from the Association shall be reduced in proportion to the under insurance.

PROVIDED ALWAYS that:-

the Directors shall have the power to admit a claim without reduction, or to direct that it shall only be reduced to some lesser extent, if the Directors in their discretion shall see fit.

Collision

(3) **(a)** An Insured Owner shall not be entitled to recover loss of or damage to an Entered Ship arising out of a collision with another ship or out of contact with any fixed or floating object unless

such loss or damage has been caused by a risk insured by the Association under Rule 2 Part A or Part B.

(b) Should the Entered Ship come into collision with or receive salvage services from another ship belonging wholly or in part to the same Insured Owner, or under the same management, the Insured Owner shall have the same rights of recovery from the Association as if the other ship had been entirely the property of owners not interested in the Entered Ship. In case a dispute shall arise either on the liability for the collision or the amount payable for the services rendered, it shall be referred to Arbitration by a sole Arbitrator to be agreed upon between the Association and the Insured Owner.

(c) If the Insured Owner shall become entitled to recover under Rule 2 Part A or Part B in respect of loss of or damage to the Entered Ship arising out of collision with another ship, claims in respect of such loss or damage shall be settled on the principle of cross liabilities as if the owners of each ship had been compelled to pay to the owners of the other of such ships such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Insured Owner in consequence of such collision.

New for Old

(4) Average is payable without deductions new for old, whether the average be particular or general.

Unrepaired Damage

(5) **(a)** The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the entered ship, at the end of the policy year in which the damage occurred, arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.

(b) In no case shall the Association be liable for unrepaired damage in the event of a subsequent total loss whether or not covered under the Entered Ship's terms of entry in the Association.

(c) The Association will not be liable in respect of unrepaired damage for more than the Insured Value of the Entered Ship at the end of the policy year in which the damage occurred.

Constructive Total Loss

(6) **(a)** In ascertaining whether the Entered Ship is a constructive total loss, the Insured Value shall be taken as the repaired value and nothing in respect of the damaged or break up value of the Entered Ship or wreck shall be taken into account.

(b) No claim for constructive total loss based upon the cost of recovery and/or repair of the Entered Ship shall be recoverable hereunder unless such cost would exceed the Insured Value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

Freight or Passage Money

(7) In the event of actual or constructive total loss no claim shall be made by the Association for freight or passage money, whether or not notice of abandonment has been given.

APPENDIX 'C'

PROVISIONS APPLICABLE TO INSURANCE AFFORDED BY THE ASSOCIATION UNDER RULE 3.

TERMS AS TO THE MEASURE OF INDEMNITY OR OTHERWISE AFFECTING THE RECOVERABILITY OF LOSS.

Maximum Liability and Measure of Loss

(1) **(a)** The maximum liability of the Association in respect of any claim for loss of freight, disbursements and/or Increased Value, Premiums, and/or other interests, shall be an amount equivalent to the sum insured.

(b) In relation to a claim which does not result from the total loss (either actual or constructive) of the Entered Ship, the liability of the Association shall, subject to the provisions of Appendix C (1) (a) be limited to the amount of the freight, which, as a result of the incident giving rise to the claim, is not recoverable by the Insured Owner under a contract existing at the date of such incident.

Total Loss

(2) **(a)** If the Entered Ship becomes a total loss (either actual or constructive) the sum insured under Rule 3 shall be paid in full, whether the Entered Ship be fully or partly loaded or in ballast and whether she be chartered or unchartered. If however the Entered Ship becomes a constructive total loss but the Insured Owner's claim against the Association under Rule 2 Part B shall be settled as a claim for partial loss only, this provision shall not apply.

(b) In ascertaining whether the Entered Ship is a constructive total loss, the Insured Value for which she is insured under Rule 2 Part B shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the Entered Ship or the wreck shall be taken into account.

General Average and Salvage

(3) **(a)** The insurance under Rule 3 covers, on the terms set out below, the proportion of salvage, salvage charges and/or general average attaching to:-

(i) the freight at risk;

(ii) the Entered Ship, to the extent that such proportion is not recoverable under Rule 2 Part B by reason of the Insured Value of the Entered Ship under Rule 2 Part B being less than her full contributory value; and in the case of general average sacrifice of the Entered Ship, the Insured Owner may recover the whole of the loss without first enforcing his rights of contribution from other parties.

(b) General Average and Salvage shall be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment

so provides the adjustment shall be according to the York-Antwerp Rules, 1974.

(c) When the Entered Ship sails in ballast not under charter, the provisions of the York-Antwerp Rules 1974 (excluding Rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until arrival of the Entered Ship at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated, the voyage shall thereupon be deemed to be terminated.

(d) No claim in respect of salvage, salvage charges or general average shall be recoverable from the Association unless the loss arose from a risk insured by the Association under Rule 3 or the loss was incurred to avoid such a risk.

(e) Claims for salvage, salvage charges and general average, when recoverable hereunder, are payable in full if the sum insured in respect of freight is not less than the full contributory value of such freight. If the sum insured is less than the full contributory value of such freight the sum recoverable from the Association shall be reduced in proportion to the under insurance.

PROVIDED ALWAYS that:-

the Directors shall have the power to admit a claim without reduction, or to direct that it shall only be reduced to some lesser extent if the Directors in their discretion shall see fit.

Sister Ship

(4) Should the Entered Ship come into collision with or receive salvage services from another Ship belonging wholly or in part to the same Insured Owner, or under the same management, the Insured Owner shall have the same rights of recovery from the Association as if the other Ship had been entirely the property of owners not interested in the Entered Ship. In case a dispute shall arise between the Insured Owner and the Association either on the liability for the collision or on the amount payable for the services rendered, it shall be referred to Arbitration by a sole Arbitrator to be agreed upon between the Association and the Insured Owner.

APPENDIX 'D'

PROTECTION AND INDEMNITY LOSSES, LIABILITIES, COSTS AND EXPENSES INSURED.

NOTES: (i) For the General Provisions applicable to this cover – see Rule 2 Part D

(ii) For the warranties, conditions, exceptions, limitations and other terms applicable to this cover – see Rule 4 and the other provisions set out in these Rules.

Loss of Life, Personal Injury, Illness

(1) Liability of the Insured Owner to pay damages or compensation for loss of life of, personal injury to or illness of:-

(a) any person in or on board or near the Entered Ship;

(b) any Master, seaman or member of the crew of the Entered Ship or other person employed thereon while in or on board or near the Entered Ship and while proceeding to or from the Entered Ship;

(c) any person employed in relation to the handling of the cargo of the Entered Ship from the time of receipt for shipment on the quay or wharf until final delivery from the quay or wharf at the port of discharge;

(d) any person injured or killed by reason of a collision or contact involving the Entered Ship;

(e) whenever the Insured Owner incurs a liability as specified in Appendix D (1)(a) to D (1)(d) for which the Association is liable hereunder, the Insured Owner shall also be entitled to recover:-

(i) any hospital, medical, funeral or other expenses for which the Insured Owner may be liable and which the Insured Owner may incur in connection with such loss of life, personal injury or illness;

(ii) any expenses of maintaining the injured or ill person ashore or afloat or repatriating such person;

(iii) any expenses of putting into port, when incurred to land the injured or ill person;

(iv) any expenses necessarily incurred in sending abroad substitutes or in securing, engaging, repatriating or deporting a substitute engaged abroad to replace any person so killed, injured or ill.

PROVIDED ALWAYS that:-

the expenses (as referred to in Appendix D (1)(e)(i) to (1)(e)(iv)) shall not include wages, which shall be recoverable hereunder as follows:-

(i) wages paid to an injured or ill person for any period while he is undergoing medical or hospital treatment abroad, or while he is being repatriated;

(ii) wages paid to substitutes (as referred to in Appendix D (1)(e)(iv)) engaged abroad, but only while awaiting and during repatriation.

Wages and Expenses Consequent Upon Shipwreck or Actual or Constructive Total Loss

(2) Liability of the Insured Owner for the following wages and expenses when consequent upon shipwreck or actual or constructive total loss of the Entered Ship:-

(a) any expenses of repatriating the Master, seamen, members of the crew of or other persons carried on board the Entered Ship;

(b) any wages payable to the Master, seamen or members of the crew of the Entered Ship during unemployment consequent upon such shipwreck or actual or constructive total loss of the Entered Ship.

Loss of Seamen's Effects

(3) Any sums which the Insured Owner may be liable to pay to the Master, seamen or members of the crew of an Entered Ship in respect of the loss of their Effects.

Captured or Detained crew

(4) **(a)** Payments made in respect of members of the crew of an Entered Ship who are captured or detained, provided that such payments are made in accordance with Agreements approved by The Department of Transport of the United Kingdom or any other successor department or body, or any statutory obligation.

(b) Payments made to dependants of members of the crew of an Entered Ship who are detained in circumstances which the Directors in their discretion consider would have given rise to a claim under Rules 2 Part C (1)(a) or 2 Part C (1)(c) had the Entered Ship been detained. The amount recoverable shall be assessed by the Directors whose decision shall in all respects be final.

Collision with Another Ship

(5) **(a)** If the Entered Ship shall come into collision with any other ship, any liability for loss, liability, cost or expense which arises out of the collision and which is incurred by the Insured Owner for any of the following:-

(i) loss of or damage to any other ship or property thereon;

(ii) delay to or loss of use of any other ship or property thereon;

(iii) general average, salvage of, or salvage under contract of, any other ship or property thereon;

(iv) removal or disposal of obstructions, wrecks, cargoes or any other thing whatsoever;

(v) any real or personal property or any thing whatsoever (except other ships or property on other ships);

(vi) the cargo or other property on the Entered Ship, or general average contributions, special charges or salvage paid by the owners of that cargo or property;

(vii) loss of life, personal injury or illness.

PROVIDED ALWAYS that:-

the Association's liability under Appendix D (5) shall be only for such collision liability as falls within one or more of the following heads, namely:-

(i) it would have been recoverable under the Institute Time Clauses – Hulls (edition of 1.10.83 or any subsequent edition or amendment thereof current at the date of the casualty) had the ship been insured on such terms, but for the War Exclusion Clause, the Strikes Exclusion Clause, the Malicious Acts Exclusion Clause and the Violent Theft, Piracy and Barratry Exclusion Clause inserted therein or, as the case may be, the Institute Time Clauses – Freight (edition of 1.10.89 or any subsequent edition or amendment thereof current at the date of casualty) had the ship been insured on such terms, but for the War Exclusion Clause, the Strikes Exclusion Clause, or the Malicious Acts Exclusion Clause inserted therein; or

(ii) it would have been recoverable under the Rules of the Association, had the Entered Ship been entered therein, but for Rule 19 of the Rules of such Association;

This Proviso is in Substitution for the proviso to Rule 2 Part D (1).

(b) The Association shall not be liable under Appendix D (5) for any collision liability recoverable by the Insured Owner under Rule 2 Part A.

Damage to Fixed and Floating Objects

(6) Liability of the Insured Owner for loss of or damage to any harbour, dock, pier, jetty, land, water or any fixed or movable thing whatsoever (not being another ship or any property thereon).

Damage to Vessels otherwise than by Collision

(7) Liability of the Insured Owner for loss of or damage to any other ship or any property thereon, and costs and expenses incidental thereto, occasioned otherwise than by collision with the Entered Ship.

Wreck Removal

(8) Liability of the Insured Owner for costs and expenses of or incidental to the raising, removal, destruction, lighting or marking of the wreck of an Entered Ship.

PROVIDED ALWAYS that:-

(i) the value of all stores and materials saved, as well as of the wreck itself, shall first be deducted from such costs, charges and expenses, and only the balance thereof, if any, shall be recoverable from the Association;

(ii) nothing shall be recoverable from the Association under Appendix D (8) if the Insured Owner shall, without the consent of the Managers in writing, have transferred his interest in the wreck, otherwise than by abandonment, prior to the raising, removal, destruction, lighting or marking of the wreck;

(iii) no liabilities or expenses shall be recoverable from the Association under Appendix D (8) if and to the extent that the casualty giving rise to the wreck of the Entered Ship was caused by any of the King's Enemy Risks.

Pollution

(9) **(a)** Losses, liabilities, costs or expenses of the Insured Owner arising from any escape of or discharge of or threatened escape of or discharge of oil or of any other substance.

(b) The Association shall not provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the Owner under the Tanker Oil Pollution Indemnification Agreement 2006 (TOPIA 2006) to contribute to the IOPC Supplementary Fund.

Cargo

(10) Liability of the Insured Owner in respect of cargo intended to be or being or having been carried on an Entered Ship.

PROVIDED ALWAYS that:-

the Association's liability hereunder shall be subject to the same provisos and conditions (apart from Rule 19) as are included in the Rules of the Association relating to liability for loss or shortage of and damage to or responsibility in respect of cargo or other property carried in an Entered Ship.

Breach of any Contract of Carriage incurred by Direction of the Association

(11) Liability of the Insured Owner in respect of the Entered Ship for breach of outstanding contracts of carriage resulting from compliance with orders, prohibitions or directions of the Directors.

Other Liabilities and Expenses

(12) Any other loss, liability, cost or expense other than those set out in Appendix D (1) to D (11) which would have been recoverable under the Rules of the Association had the Entered Ship been entered therein, but for Rule 19 thereof.

Legal Costs

(13) Legal costs and other similar charges which the Insured Owner may incur in respect of, or in avoiding or attempting to avoid, any liability or expenditure against which he is insured by Rule 2 Part D and/or Appendix D (1) to D (12) provided that such costs have been incurred with the written consent of the Managers, or the Directors determine that such costs or expenses were reasonably incurred.

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Steamship Mutual

Steamship Insurance Management Services Limited
155 Bishopsgate, Floor 6, London EC2M 3TQ

www.steamshipmutual.com
@SteamshipMutual
Steamship Insurance Management Services Limited
+44 (0)20 7247 5490 & +44 (0)207 895 8490

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