



Steamship
Mutual

Steamship Mutual Underwriting Association Limited

Charterers' Cover 2024/2025

STEAMSHIP MUTUAL UNDERWRITING ASSOCIATION LIMITED

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and
Prudential Regulation Authority

(Registered in England and Wales - Registration number 105461.

PRA and FCA registration number 202548)

MANAGERS: STEAMSHIP P&I MANAGEMENT LLP

SPIM is an appointed representative of Steamship Insurance Management Services Limited which is
authorised and regulated by the Financial Conduct Authority

(Registered in England and Wales - Registration Number OC376859. FCA registration number 597046)

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16 War and Cyber Risks

- i** When the incident in respect of which a Member's liabilities, costs and expenses arise, was caused or contributed to (irrespective of whether a contributing cause was any neglect on the part of the Member or any parties for which the Member is liable) by:
 - a** 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, (In the event of any dispute as to whether or not any act constitutes an act of terrorism, the decision of the Directors shall be final);
 - b** capture, seizure, arrest, restraint or detainment (barratry or piracy excepted) and the consequences thereof or any attempt thereat;
 - c** mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, including those liabilities, costs or expenses which arise solely by reason of:
 - (i)** the transport of any such weapons whether on board the Entered Ship or not, or
 - (ii)** the use of any such weapons either as a result of Government order or through compliance with a written direction given by the Managers or Directors where the reason for such use was the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover of the Club;
 - d** a Cyber Risk as described at sub-clause ii d (ii) (a);

the Member's right of recovery from the Club under Clause 21 and, if entered for Damage to Hull risks, Clause 22, in respect of such liabilities, costs and expenses, shall be subject to the terms and conditions of Clause 16 ii, and in respect of the Damage to Hull risks Clauses 16 ii and iii, below and recoverable only to the extent therein provided.
- ii** Cover under this Clause 16 ii:
 - a** May be cancelled on seven days' notice, given either by the Managers or Member, expiring at 24.00 hours GMT on the seventh day, excluding the day during which notice is given;

Subject to the agreement of the Managers, in their absolute discretion, to reinstate cover prior to expiry of such notice of cancellation on such revised terms as are agreed with the Member.
 - b** Shall terminate automatically on:
 - (i)** The outbreak of war, (irrespective of whether declared or not) between any of the following:

The United Kingdom, The United States of America, France, The Russian Federation and The People's Republic of China: or
 - (ii)** Requisition of the Entered Ship whether for title or for use.
 - c** Excludes the following areas:

In addition to any areas excluded under the terms of entry, at any time during the currency of this insurance, the Managers may in their

absolute discretion exclude any geographical location as defined by them from cover under this sub-Clause.

Where such exclusion is made, the Managers:

- (i) shall notify the Members having insurance under this sub-Clause and as from 24.00 hours GMT on the seventh day after such notice is given, excluding the day during which notice is given, there shall be no cover in respect of any claim consequent on events occurring at, or within, the excluded location, unless the Directors in their absolute discretion so determine; and
- (ii) may reinstate cover in respect of such excluded area at any time in their absolute discretion.

d Excludes the following risks

In addition to the exclusions from cover elsewhere under these Clauses,

- (i) Liabilities, costs and expenses consequent upon:
 - (a) The outbreak of war (irrespective of whether declared or not) between any of the following:

The United Kingdom, The United States of America, France, The Russian Federation, and The People's Republic of China;
 - (b) Requisition of the Entered Ship whether for title or for use;
- (ii) (a) Subject only to paragraph (c) below, 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.
- (b) 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 Clause or the terms of entry agreed) arising from:
 - (i) 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.
 - (ii) 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.
- (c) 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 Clause or the terms of entry agreed) not exceeding US\$3 million in total any one accident or occurrence.

- e Shall be conditional upon:
 - (i) the relevant charterparty permitting the Owner to refuse orders to send the ship to any geographical location that is dangerous by reason of war risks; and
 - (ii) no express indemnity having been given by the Member to the Owner in respect of such voyage;
 - f Shall be limited to the following extent and subject to the following Limit of Liability
 - (i) The Club's liability under this Clause **16 ii** shall be excess of the amount of the deductible in the Members' Certificate of Entry.
 - (ii) As provided in Clause **13 vi** the limit of the Club's liability under these Charterers' Clauses including this Clause **16 ii** shall be such sum as is agreed by the Managers in writing and appears in the Certificate of Entry, or, in the absence of any such amount, US\$10million in aggregate per occurrence, inclusive of interest and costs, save that a limit of US\$3 million in total any one accident or occurrence applies in relation to Cyber Risks. Where a series of events occurs which are temporally and/or geographically proximate, the Directors may in their absolute discretion determine that such events and any liabilities, costs and expenses arising out of them amount to a single occurrence for the purposes of this Clause.
- War Risks Damage to Hull Excluded Areas**
- iii The Member shall be entitled to cover under this Clause **16 iii** for liabilities, costs and expenses relating to War Risks Damage to Hull incurred whilst the Entered Ship is trading to Joint War Committee Hull War, Strikes, Terrorism and Related Perils Listed Areas provided that:
 - a such voyages are permissible under the relevant charterparty; and that
 - b no express indemnity has been given by the Member in respect of such voyages.