

United States Oil Pollution Inclusion Clause 2011

Cover

1.1 This entry includes cover in accordance with the club's rules for oil pollution claims arising out of any incident to which the US Oil Pollution Act 1990 (OPA 1990) is applicable, on the following terms and conditions and subject to the limit of liability provided in rules 3.8 and 6.5.

Declaration

1.2 The member shall make a declaration quarterly in arrears at the end of each quarter ending 20 May, 20 August, 20 November and 20 February, as soon as practicable and in no event later than two calendar months after the end of each quarter stating, as appropriate, either:

- (1) that the ship has not performed a US voyage during the relevant quarter; or
- (2) that the ship has performed one or more US voyages during the relevant quarter and, in that event, the number of such voyages, the nature of the cargo(es), the port(s) or place(s) of loading, discharge or transfer and the date(s) of such loading, discharge or transfer.

Definitions

1.3 For the purposes of declarations under paragraph 1.2:

(1) US voyage: means any cargo voyage involving loading or discharging persistent oil as cargo at any port or place in the USA or within the Exclusive Economic Zone (EEZ) of the USA as defined in OPA 1990.

(2) Persistent oil: means all persistent hydro-carbon mineral oils other than those falling within the definition of "non-persistent oil" set out below.

(3) Non-persistent oil: means oil which consists of hydro-carbon fractions:

- a) at least 50% of which, by volume, distils at a temperature of 340 degrees C and
- b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

Premium

2.1 The member shall pay a fixed additional premium in respect of each US voyage, calculated at the following rate:

- (1) US\$0.068 per entered ton, each US voyage; or
- (2) US\$0.034 per entered ton, each US voyage in respect of cargo exclusively loaded or discharged at LOOP or cargo exclusively transferred to or from another ship at a place (other than a port) approved by the US Coast Guard within the EEZ of the USA.

Segregated

2.2 However, for ships equipped with segregated ballast tanks in ballast tanks accordance with the requirements of Regulation 13 of Annex 1 to Marpol 73/78 (Marpol tankers) the following rates apply:

(1) US\$0.0566 per entered ton, each US voyage; or

(2) US\$0.0283 per entered ton, each US voyage in respect of cargo exclusively loaded or discharged at LOOP or cargo exclusively transferred to or from another ship at a place (other than a port) approved by the US Coast Guard within the EEZ of the USA.

Voyages

2.3 The maximum number of voyages in any one policy year in respect of which an additional premium is payable is twenty, irrespective of the number of voyages actually performed 1,000 gt or less **2.4** In respect of ships of 1,000 gt or less, the member may opt to pay either a fixed rate of US\$1,360 per annum or US\$68 per voyage and US\$1,140 or US\$57 respectively for Marpol tankers. The member will be charged on a per voyage basis unless a request is made to the managers, prior to 20 February 2010, to be charged on a fixed rate basis. No lay-up returns will be allowed.

Parcel tankers

2.5 In respect of parcel tankers carrying no more than 5,000 mt of persistent oil as cargo the member shall pay US\$204 per voyage or US\$170 per voyage for Marpol tankers. If such tankers carry between 5,000 and 9,999 mt of persistent oil as cargo the member shall pay US\$510 per voyage or US\$425 per voyage for Marpol tankers.

Payment date

3 The member shall pay such additional premium on or before the date specified in the debit note issued by the managers in accordance with the declarations made under paragraph 1.2 above.

Failure to declare

4 In the event that the member fails for any reason to make a declare declaration (whether or not any US voyage has been performed) within two calendar months of the quarter dates specified in paragraph 1.2 above, the terms of entry in respect of all tankers entered in the club by him or on his behalf shall be amended with effect from the expiry of the said period of two months to incorporate the following exclusion: "Excluding any and all claims in respect of oil pollution arising out of any event to which OPA 1990 is applicable" and the member shall remain liable to pay any additional premium in respect of any US voyage performed prior to the incorporation of the above exclusion in the terms of entry.

Inaccurate declaration

5.1 In the event that any declaration made by the member or on his declaration behalf pursuant to paragraph 1.2 above is in any material respect inaccurate, the insurance of the member in respect of any and all ships entered in the club by him or

on his behalf shall be cancelled with effect from the date of the inaccurate declaration. The member shall be and remain liable to pay premiums in respect of such ship or ships on a pro rata basis, namely the proportion of such premiums applicable to the period from the time stated in the member's certificate of entry to noon on the date of cessation and the provisions of rule 17.5 shall apply. For this purpose the date of cessation shall be the date of the inaccurate declaration.

5.2 The board may either

(a) reinstate the entry of any or all ships for which the insurance has been cancelled pursuant to paragraph 5.1, or

(b) admit in whole or in part any claim in respect of any ship entered by the member for which the club is under no liability by reason of a cancellation of the insurance in accordance with paragraph 5.1

Failure to pay

6 In the event that the member fails to pay either in whole or in part any additional premium debited in accordance with paragraph 3 above, the provisions of rules 17.3 and 17.8 shall apply.

7 The additional fixed premium payable in accordance with paragraph 3 above shall be deemed to be a fixed premium within the terms of rule 11.3 and, save as agreed otherwise by the managers, the rules shall apply accordingly in all respects.