

# CIRCULAR

The Standard for  
service and security



## TO ALL WAR RISKS CLASS MEMBERS

26 January 2018

Dear Sirs

### 2018/19 POLICY YEAR RENEWAL

#### 1 Advance contribution rates

We wish to advise that the club's rates of advance contribution have been set with effect from 20 February 2018.

A 50% reduction will be granted for ships trading exclusively in one of the following areas:

- Europe (but including the Mediterranean and Black Sea)
- USA and Canada (excluding Panama Canal transits)
- Australasia

Extensions to trading outside any of these areas will be covered on the basis of a minimum period of three months.

The advance contribution will be payable in one instalment which will be due on 3 April 2018.

Please contact [War.Class@ctplc.com](mailto:War.Class@ctplc.com) for a quotation.

The Standard Club Europe Ltd  
[www.standard-club.com](http://www.standard-club.com)

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**Charles  
Taylor**

## 2. Additional premium areas

The additional premium areas with effect from noon 20 February 2018 will be

### **Africa**

Benin  
Gulf of Guinea (see page 3)  
Libya  
Nigeria  
Somalia  
Togo

### **Middle East**

Iran  
Iraq  
Israel  
Lebanon  
Saudi Arabia  
Syria  
Yemen

### **South America**

Venezuela

**Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea**  
(see page 3)

The ports, places, countries, zones and areas listed above shall include all harbours, offshore installations and terminals unless otherwise stated.

## 3. Gulf of Guinea, but only in respect of the area enclosed by:

- a) On the northern side the coast of Benin and Nigeria
- b) On the western side a straight line from the border, on the coast, of Togo and Ghana to position Latitude 3° North, Longitude 1° 10' East
- c) On the southern side a straight line from there to position Latitude 3° North, Longitude 8° East
- d) On the eastern side a straight line from there to Latitude 4° North, Longitude 8° 31' East and then from there to the border, on the coast, of Nigeria and Cameroon.

**Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea**

The waters enclosed by the following boundaries:

- a) On the north-west, by the Red Sea, south of Latitude 15° N
- b) On the west of the Gulf of Oman by Longitude 58° E
- c) On the east, Longitude 65° E and
- d) On the south, Latitude 12° S

excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

The guidelines have been developed by industry and naval forces. Using these guidelines, and with the guidance available from the Maritime Security Centre – Horn of Africa (MSCHOA) web site, a ship should be better prepared to transit these sea areas.

The *Best Management Practice* document is available on the Standard Club website <http://www.standard-club.com/media/160743/bmp4.pdf>, from the MSC (HOA) website, and from many industry bodies. A copy should be available on board all ships and form part of ships' anti-piracy contingency plans.

**4. Nuclear and Cyber Risks**

Members will be aware that the current terms of entry contain an exclusion of Nuclear and Bio Chem risks, Rule 4.D.3, and Computer Virus (or Cyber) risks, Rule 4.D.7. Members have no cover for the risks excluded by Rules 4.D.3.1 to 4.D.3.5 (other than in Rule 4.D.3.6), or Rule 4.D.7.

The Standard Club arranges reinsurance of this War Risks Class through The Combined Group of War Risks Associations (the Group) and is pleased to advise that for the forthcoming policy year commencing Noon GMT on 20 February 2018, the Group's reinsurers have agreed to provide limited cover for claims which would otherwise have been excluded by each of these Rules 4.D.3 and 4.D.7 subject to a limit of \$50m any one event and in the aggregate of all claims by members of all associations within the Group occurring during the Policy Year. The \$50m aggregate limit will apply separately to claims under 4.D.3 and 4.D.7.

In order to allow for calculation of aggregated claims, it is necessary to limit the time for such claims to be presented – all claims must therefore be notified within 30 days of the end of the policy year and, as a consequence, it will only be possible to settle claims after this time.

As a consequence, with effect from Noon GMT on 20 February 2018 the member's terms of entry will include the following additional terms:

## 5. Nuclear and Bio Chem Risks

(a) Rule 4.D.3 shall not apply unless and until claims which would otherwise have been excluded by this rule have exceeded \$50m in the aggregate as below.

(b) Subject to (c) below, the Association's liability for claims recoverable by virtue of (a) above arising under any one entry and under all entries in the Association during the Policy Year shall not exceed \$50m.

(c) In the event that there is more than one such claim under an entry in this Association or in any other association which participates in The Combined Group of War Risks Associations, the aggregate recovery from all associations shall not exceed \$50m and the Insured Owner shall be entitled to recover only such proportion as the amount of the claim or claims under his entry bears to the aggregate of all such claims recoverable pursuant to paragraph (a) above under entries in this Association and any other association which participates in The Combined Group of War Risks Associations during the policy year.

(d) In addition to the Insured Owner's obligation to promptly notify the Association in accordance with rule 4.E.12.1, the Association shall have no liability for any claim or claims arising by virtue of (a) above unless the casualty, event or matter liable to give rise to such a claim is notified to the Association by the Insured Owner within 30 days from the end of the policy year, whether or not the Insured Owner is aware of the casualty, event or matter at that time.

(e) This extended cover is reinsured by the Association in accordance with Rule 12.1. Subject otherwise to the Rules of the Association and the Member's terms of entry.

## 6. Computer Virus/Cyber Risks

(a) Rule 4.D.7 shall not apply unless and until claims which would otherwise have been excluded by this Rule have exceeded \$50m in the aggregate as below.

(b) Subject to (c) below, the Association's liability for claims recoverable by virtue of (a) above arising under any one entry and under all entries in the Association during the policy year shall not exceed \$50m.

(c) In the event that there is more than one such claim under an entry in this Association or in any other association which participates in The Combined Group of War Risks Associations, the aggregate recovery from all associations shall not exceed \$50m and the Insured Owner shall be entitled to recover only such proportion as the amount of the claim or claims under his entry bears to the aggregate of all such claims recoverable pursuant to paragraph (a) above under entries in this Association and any other association which participates in The Combined Group of War Risks Associations during the policy year.

(d) In addition to the Insured Owner's obligation to promptly notify the Association in accordance with rule 4.E.12.1, the Association shall have no liability for any claim or claims arising by virtue of (a) above unless the casualty, event or matter liable to give rise to such a claim is notified to the Association by the Insured Owner within 30 days from the end of the policy year, whether or not the Insured Owner is aware of the casualty, event or matter at that time.

(e) This extended cover is reinsured by the Association in accordance with Rule 12.1.

Subject otherwise to the Rules of the Association and the Member's terms of entry.

## **7. Rules Change**

The following rule change takes effect from 20 February 2018:

Definitions – insert new definition as follows:

*“Personal Data: any information that relates to or enables the identification of a living person”*

Insert new rule 50 as follows:

*“Rule 50 Personal Data*

*Conditions relating to the sharing and processing of Personal Data between, by and/or on behalf of the Association and the Member pursuant to these Rules are contained in a separate data sharing document available on the Association’s website.”*

## **8. Insured values and sums insured**

For the 2018/19 Policy Year, the maximum amount for which any one ship or the interests therein may be insured under rules 2 and 3 in the aggregate will be the following, namely £325m or US\$500m or C\$650m or €425m. Please remember that you must advise us of any changes in marine insured values

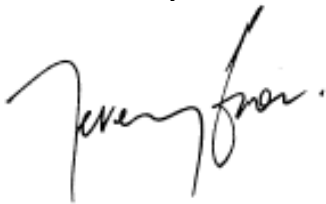
## **9. Protection and Indemnity cover**

The limit of liability for claims under rule 2 part D will be as expiry, namely £325m or US\$500m or C\$650m or €425m each ship any one accident or series of accidents arising out of any one event. Those limits are inclusive of any claims for sue and labour. If you consider that this limit provides insufficient cover, additional cover is available from your P&I club.

## 10. Sanctions

The club strongly recommends that members comply with the provisions of the relevant sanctions regimes in order to minimise the risk of their cover terminating or their being unable to make a recovery. Compliance will inevitably involve the exercise of due diligence by the member in relation to any trading involving sanctioned countries or with certain designated individuals or companies. Members are referred to the information and advice available on the club's website, <http://www.standard-club.com/news-and-knowledge/industry-information/sanctions.aspx>, which will be regularly updated.

Yours faithfully



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