



## TO ALL WAR RISKS CLASS MEMBERS

23 January 2019

Dear Sirs

### 2019/20 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 2019.

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 2019.

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

#### 2 Additional Premium Areas

The additional premium areas with effect from noon 20 February 2019 will be:

##### Africa

Benin  
Gulf of Guinea (see page 2)  
Libya  
Nigeria  
Somalia  
Togo

The Standard Club UK Ltd

[www.standard-club.com](http://www.standard-club.com)

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## **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 below)

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
- d) and 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 MSC (HOA) 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 ([www.standard-club.com/media/2734868/best-management-practices-5.pdf](http://www.standard-club.com/media/2734868/best-management-practices-5.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.

Standard 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 2019, 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 USD 50,000,000 any one event and in the aggregate of all claims by members of all associations within the Group occurring during the Policy Year. The USD 50,000,000 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.

Consequently, with effect from Noon GMT on 20 February 2019 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 USD 50,000,000 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 USD 50,000,000.

(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 USD 50,000,000 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 USD 50,000,000 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 USD 50,000,000.

(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 USD 50,000,000 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 2019:

Extended covers

This amendment clarifies that extended covers for war risks that are already within the scope of the Club's reinsurance can, with the agreement of the managers, be included in a member's terms of entry.

Rule 1.5.1 – delete *“but never”*  
After *“less”* insert *“or”*



## 8. Insured values and sums insured

For the 2019/2020 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 minimize 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, [www.standard-club.com/news-and-knowledge/browse-by-topic/sanctions.aspx](http://www.standard-club.com/news-and-knowledge/browse-by-topic/sanctions.aspx) which will be regularly updated.

Yours faithfully

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