

# CIRCULAR

## TO ALL WAR RISKS CLASS OWNERS AND MEMBERS

12 January 2022

### 2022/23 POLICY YEAR RENEWAL

This Circular sets out the key features of the War Risks Class renewal for the 2022/23 policy year.

#### Advance contribution rates

We wish to advise that the club's rates of advance contribution have been set with effect from 20 February 2022.

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 2022.

Please contact [war.class@standardclub.com](mailto:war.class@standardclub.com) for a quotation.

#### Additional premium areas

The additional premium areas with effect from noon 20 February 2022 will be:

##### Africa

- Benin
- Gulf of Guinea, as defined below
- Libya
- Nigeria
- Somalia
- Togo
- Cabo Delgado

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

Waters as defined below:



### Middle East

- Iran
- Iraq, including all Iraqi offshore oil terminals
- Israel
- Lebanon
- Oman
- Persian or Arabian Gulf and adjacent waters including the Gulf of Oman west of Longitude 58°E
- Saudi Arabia (Gulf coast)
- Saudi Arabia (Red Sea coast) excluding transits
- Syria
- United Arab Emirates
- Yemen

### South America

Venezuela, including all offshore installations in the Venezuelan EEZ

#### **Definitions applicable to additional premium areas:**

##### *Named Countries*

Shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.

##### *Named Ports*

Shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by Insurers) including offshore terminals/facilities, and all waters within 12 nautical miles of such but not exceeding 12 nautical miles offshore unless specifically stated.

##### *Cabo Delgado*

The waters within 50 nautical miles of Mozambique and Tanzania enclosed by the following boundaries:

- a) To the north, from Mnazi Bay at 10°19.6'S, 40°18.9'E to high seas point at 9°50.7'S, 41°7.6'E.
- b) To the south, from Baía do Lúrio at 13°30'S, 40°31.6'E to high seas point 13°30'S, 41°28.8'E.

##### *Indian Ocean, Gulf of Aden and 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 northeast, from the Yemen border at 16°38.5'N, 53°6.5'E to high seas point 14°55'N, 53°50'E;
- c) On the east, by a line from high seas point 14°55'N, 53°50'E to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E; and



d) On the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'E

#### *Persian or Arabian Gulf*

Persian or Arabian Gulf and adjacent waters including the Gulf of Oman and waters west of the line from Oman's territorial limit off Cape al-Hadd at 22°42.5'N, 59°54.5'E northeast to the Iran-Pakistan border at 25°10.5'N, 61°37.5'E excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

#### *Gulf of Guinea*

The waters enclosed by the following boundaries on the west, from the coast of Togo 6° 06' 45" N, 1°12'E, south, to high seas point 0° 40' S, 3° 00' E, and then east to Cape Lopez Peninsula, Gabon 0°40'S, 8° 42'E excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

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

### **Nuclear and Cyber Risks**

Owners and 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. Owners/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 2022/23 policy year (the policy year) commencing Noon GMT on 20 February 2022, 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 US\$50m any one event and in the aggregate of all claims by owners and members of all associations within the Group occurring during the policy year. The US\$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 2022, owners'/members' terms of entry will include the following additional terms:

#### *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 US\$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 US\$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 US\$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 Owner's/Member's terms of entry.

#### *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 US\$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 US\$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 US\$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 owner's/member's terms of entry.

#### **Insured values and sums insured**

For the 2022/23 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.

#### **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.

**183 day rule**

In the event of the detention of the Entered Ship, the 183 day rule is unchanged.

If you have any questions regarding the above, please do not hesitate to contact your usual club contact.

Yours faithfully

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