



# CIRCULAR

## TO ALL OWNERS AND MEMBERS

19 February 2024

### **WAR RISKS 2024/25 POLICY YEAR RENEWAL**

The former Standard War Class and North of England Class 3 have merged to become NorthStandard War Risks Class. Cover remains unchanged, and further details are set out in this Circular.

As advised by the [circular dated 17 January 2024](#), the Rules of the former Standard War Class and North of England Class 3 have been changed.

These will be incorporated into the Rules of NorthStandard War Risks Class for 2024/25, available [here](#).

#### **1. Advance contribution rates**

The Advance Contribution Rates for the 2024/2025 Policy Year have been agreed and renewal terms will be notified to owners/members individually.

A reduction may be granted for ships trading exclusively in one of the following areas:

- (a) Europe (including the Mediterranean, other than in Additional Premium Areas)
- (b) USA and Canada (excluding Panama Canal transits)
- (c) Australasia

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

#### **2. Additional Premium Areas**

The additional premium areas with effect from noon 20 February 2024 will be:

##### **Africa**

Benin

Cabo Delgado, waters as defined below

Eritrea, but only South of 18° N

Gulf of Guinea, waters as defined below

Libya

Nigeria



Somalia

Sudan

Togo

**Europe**

Sea of Azov and Black Sea waters plus inland waters as defined below

**Indian Ocean, Gulf of Aden and Southern Red Sea**

Waters as defined below

**Asia**

Pakistan

**Middle East**

Iran

Iraq, including all Iraqi offshore oil terminals

Israel

Lebanon

Oman (Musandam Governorate)

Persian or Arabian Gulf and adjacent waters as defined below

Saudi Arabia (Gulf coast)

Saudi Arabia (Red Sea coast) excluding transits

Syria

United Arab Emirates

Yemen

**Russia**

**South America**

Guyana, but only calls to offshore installations in the Guyanese EEZ beyond territorial waters

Venezuela, including all offshore installations in the Venezuelan EEZ



## **Defined Waters**

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

## **Europe**

1) Sea of Azov and Black Sea waters enclosed by the following boundaries

a) On the west, around Romanian waters, from the Ukraine-Romania border at 45° 10.858'N, 29° 45.929'E to high seas point 45° 11.235'N, 29° 51.140'E

b) thence to high seas point 45° 11.474'N, 29° 59.563'E and on to high seas point 45° 5.354'N, 30° 2.408'E

c) thence to high seas point 44° 46.625'N, 30° 58.722'E and on to high seas point 44° 44.244'N, 31° 10.497'E

d) thence to high seas point 44° 2.877'N, 31° 24.602'E and on to high seas point 43° 27.091'N, 31° 19.954'E

e) and then east to the Russia-Georgia border at 43° 23.126'N, 40° 0.599'E

2) All inland waters of Ukraine, including inland waters within Crimea and other Ukrainian territories under Russian control

3) Inland waters of Russia within the following areas:

a. River Don, from Sea of Azov to vertical line at 41° E

b. River Donets, from River Don to Ukraine border

4) All inland waters of Belarus south of horizontal line at 52° 30' N

## **Cabo Delgado**

The territorial sea 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 10° 10.3' S, 40° 34.44' E

b) To the south, from Baía do Lúrio at 13°30'S, 40°31.6'E to high seas point 13° 29.97' S, 40° 49.7' E.



### **Gulf of Guinea**

The waters enclosed by the following boundaries:

- a) On the west, from the coast of Togo 6° 06' 45" N, 1°12'E, south to
- b) high seas point 0° 40' S, 3° 00' E
- c) and then east to Cape Lopez Peninsula, Gabon 0°40'S, 8° 42'E.

### **Indian Ocean, Gulf of Aden and Southern Red Sea**

The waters enclosed by the following boundaries:

- a) On the northwest, by the Red Sea, south of Latitude 18° 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
- d) and on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'E

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

### **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.

## **3. Nuclear and Cyber Risks**

Owners/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.

NorthStandard 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 2024, 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 owners/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.

As a consequence, with effect from Noon GMT on 20 February 2024 the owner's/member's terms of entry will include the following additional terms:

#### **4. 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 12.3 the Insured Owner shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance.

Subject otherwise to the Rules of the Association and the owner's/member's terms of entry.

#### **5. 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 12.3 the Insured Owner shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance.

Subject otherwise to the Rules of the Association and the owner's/member's terms of entry.

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

For the 2024/2025 Policy Year, the maximum amount for which any one ship, or the interests therein, may be insured by the Association, under Rule 1.5.1, Rule 2 and Rule 3 in the aggregate (but excluding Rule 2 Part D) any one accident or series of accidents arising out of one event will be GBP325,000,000 or C\$650m or USD500,000,000 or EUR425,000,000 depending on the currency used for the insured value of the entered ship on the Certificate of Entry.

Owners/members are also reminded of the provisions of Rule 11 whereby the Secretary of State for Transport may restrict the insured value of the entered ship for King's Enemy Risks in certain circumstances.

Owners/members are reminded that they should check to ensure that any alterations to the insured values have been notified to the Association and that the insured values and sums insured are exactly the same, both in terms of value and allocation between Hull and Machinery and Freight, Disbursements, Premiums, Increased Value and /or other interests, as those for which the ship is insured under marine policies.

## **7. Protection & Indemnity Cover**

The limit of liability for claims under rule 2 part D will be as expiry:



£325m

US\$500m

C\$650m

€425m

Cover is provided each ship any one accident or series of accidents arising out of any one event. This limit includes owners'/members' claims for sue and labour.

If you consider that this limit provides insufficient cover, please contact the Club.

## **8. Aggregate Limit for Calls to Russia/Ukraine/Belarus**

Owners/members should be aware that any calls to the Additional Premium Areas defined under Russia or Europe herein, may be subject to an aggregate limit. Such limits or other restrictions will be advised at the time of quoting any Additional Premium for the call.

## **9. Sanctions**

The Rules for the 2024/2025 Policy Year incorporate provisions in relation to Sanctions-related cesser under Rule 33.

An Insured Owner's insurance will cease in the event that the Entered Ship is employed in a manner that has or will expose NorthStandard to the risk of sanctions. Where NorthStandard is unable to make a full recovery from other parties to the Pool and/or reinsurers by reason of the risk that the payment of such a recovery will expose such reinsurers to sanctions, this clause provides that the Association's liability to an owner/member will be limited to that part of the claim that is recovered from reinsurers.

Recovery of any claim is subject to the overriding proviso that the payment or handling of the claim will not expose NorthStandard to any sanction, prohibition, adverse action or the risk thereof. In addition, liabilities, costs and expenses that are not recovered under the pooling and/or reinsurance arrangements of the Class by reason of the fact that payment of such claims would expose the other parties to the Pool and/or reinsurers to sanctions are excluded.

NorthStandard strongly recommends that owners/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 owner/member in relation to sanctioned countries or with certain designated individuals or companies. Owners/members are referred to the information and advice available on <https://north-standard.com/> which is regularly updated.

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



Yours faithfully

A handwritten signature in grey ink, appearing to read 'D. Roberts', located below the 'Yours faithfully' text.

**David Roberts**

**Managing Director**

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