

2019/20

# Singapore War Risks Mutual Class Rules



Standard  
Club

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**Standard  
Club**

Singapore War Risks Mutual Class rules  
for the 2019/20 policy year  
of

**The Standard Club Asia Ltd**

**Website: [www.swrm.sg](http://www.swrm.sg)**

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# 01

## The Directors and Committee Members



# The Standard Club Asia Ltd

## *Directors*

**Mr Bhumindr Harinsuit**, Thailand  
*Chairman*  
The Harinsuit Transport Co Ltd

**Mr Philip Clausius**, Singapore  
Transport Capital Pte Ltd

**Mr Cesare d'Amico**, Italy  
d'Amico Società di Navigazione SpA

**Mrs Harjeet Kaur Joshi**, India  
Shipping Corporation of India Ltd

**Mr David Koo**, Hong Kong  
Valles Steamship Co Ltd

**Mr Tomomaru Kuroyanagi**,  
Singapore  
Kumiai Navigation (Pte) Ltd

**Mr Ricardo Menendez**, Argentina  
Interocean Transportation Inc

**Mr Choo Wee Teo**, Singapore  
Pacific International Lines (Pte) Ltd

**Mr James Woodrow**, Singapore  
The China Navigation Co Pte Ltd

**Dr Chen-Huei Yeh**, Taiwan  
Kuang Ming Shipping Corp

## Singapore War Risks Mutual Class Committee

### *Committee Members*

**Mr Philip Clausius**, Singapore  
*Chairman*  
Transport Capital Pte Ltd

**Mr Toby Forrest**, Singapore  
Rio Tinto Shipping (Asia) Pte Ltd

**Mr Claus Jensen**, Singapore  
Berge Bulk Maritime Pte Ltd

**Ms Gina Lee-Wan**, Singapore  
Singapore Shipping Association

**Mr Nathanael Lin**, Singapore  
Ocean Tankers (Pte) Ltd

**Mr Weng Yew Hor**, Singapore  
Pacific Carriers Limited

# 02

## The Managers



## 2 The Managers

### Singapore office

Charles Taylor Mutual  
Management (Asia) Pte. Limited  
140 Cecil Street,  
#16-00A PIL Building  
Singapore 069540  
Telephone: +65 6506 2896  
Email: pandi.singapore@ctplc.com

02

## Emergency telephone: +65 6506 2800

### Managing Director

---

David Roberts – Managing Director	o:	+65 6506 2889
david.roberts@ctplc.com	m:	+65 8518 1103

### Claims

---

Rupert Banks – Regional Claims Director	o:	+65 6506 2882
rupert.banks@ctplc.com	m:	+65 9624 5797
Jason Wee – Claims Director	o:	+65 6506 2875
jason.wee@ctplc.com	m:	+65 9296 5850
Nick Dimokidis – Senior Claims Executive	o:	+65 6506 2880
nick.dimokidis@ctplc.com	m:	+65 9298 8387

### Underwriting

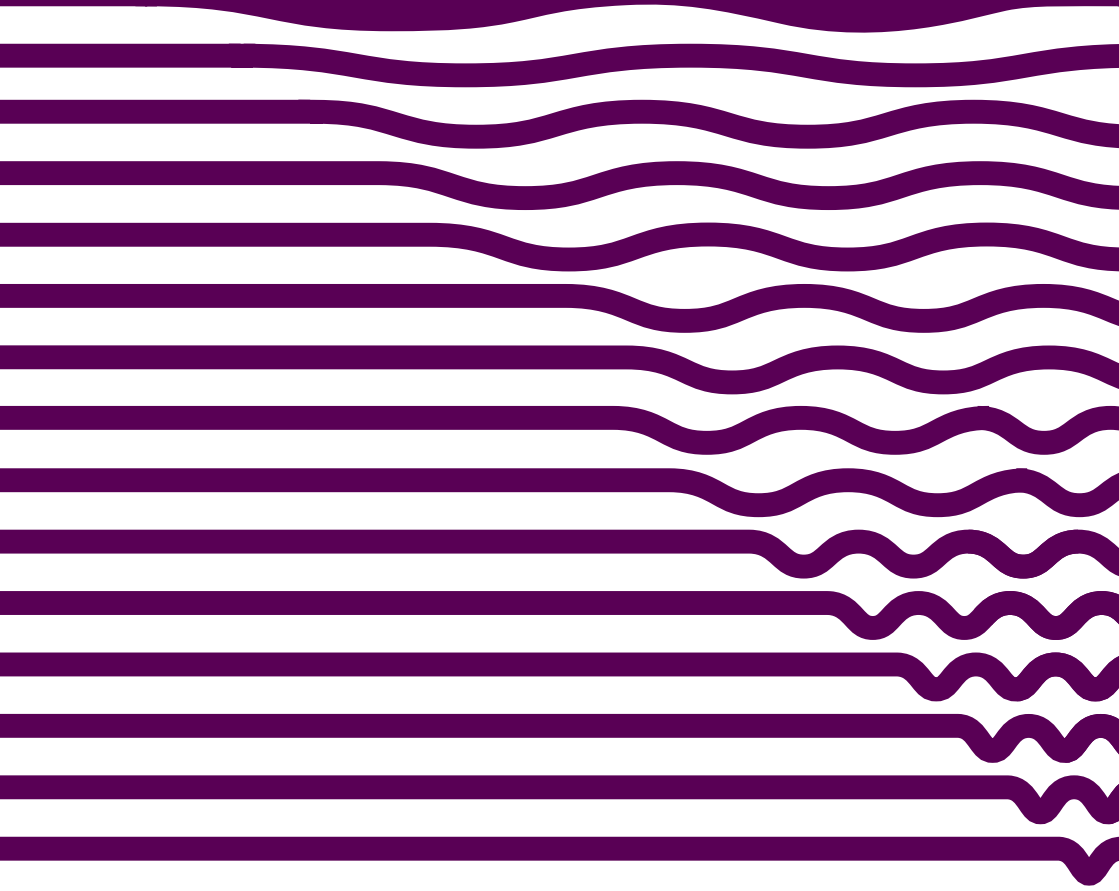
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Jack Marriott-Smalley – Regional Underwriting Director	o:	+65 6506 2808
jack.marriott-smalley@ctplc.com	m:	+65 9171 3723
Yin Khang Ng – Underwriting Assistant	o:	+65 6506 1434
yinkhang.ng@ctplc.com		

For up to date contact details, refer to [www.standard-club.com](http://www.standard-club.com)

# 03

## Rules





**NOTE**

**These rules were adopted on 31 December 2014 in accordance with the powers conferred by the articles of association.**

**Definitions**

In these rules the words and phrases hereinafter set out shall have the following meanings and effects if not inconsistent with the subject or context:-

- i** **additional premiums** means the sums which may be or become payable by an insured owner to the club as referred to in rule 26.
- ii** **additional premium areas** means the additional premium areas as described in rule 16.
- iii** **the articles** means the articles of association for the time being of the club.
- iv** **the board** means the directors for the time being of the club or, as the context may require, a quorum of directors present at a duly convened meeting of the board.
- v** **certificate of entry** means the document bearing the heading “certificate of entry” together with any endorsement slip which may be issued to insured owners.
- vi** **the class** means the Singapore War Risks Mutual.
- vii** **the class committee** means the class committee for the time being of the class.
- viii** **the club** means the Standard Club Asia Ltd of which Singapore War Risks Mutual is a class.
- ix** **contributions** means sums levied or to be levied by the board and to be paid by insured owners in accordance with rules 21 to 26.
- x** **cover afforded by the club** means the cover afforded by the club as described in rules 1.1 to 1.7.
- xi** **effects** means clothes, personal possessions, documents, navigation and other technical instruments and tools, but does not include cash or valuables.
- xii** **entered ship** means a ship entered in the club for insurance.
- xiii** **insured owner** means an owner (as defined below) by whom or on whose behalf a ship has been entered in the Singapore War Risks Mutual (Class 3) of the club irrespective of whether, at any subsequent time, the insurance of the owner or of the entered ship shall have been terminated.
- xiv** **insured value** means the insured value as described in rule 1.2.
- xv** **the managers** means the managers for the time being of the club.
- xvi** **owner** means in relation to an entered ship or a ship which is intended to or is desired to be entered in the club, owner, owners in partnership, owners holding separate shares in severalty, part owner, mortgagee, trustee, charterer, operator, manager, builder of such ship, or insurer other than the club as defined by rule 10.1.

- xvii** **personal data** means any information that relates to or enables the identification of a living person.
- xviii** **policy year** means a year from noon GMT on any 20th February until noon GMT on the next following 20th February.
- xix** **premium** means a premium which is fixed in amount and is not an additional premium.
- xx** **these rules** means these rules as originally framed or as from time to time altered or added to and for the time being in force.
- xxi** **ship** means in the context of an entered ship or a ship which is intended or desired to be entered in the club (but in no other context), a ship, boat, hovercraft or any other description of vessel or structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.
- xxii** **successors** means, in relation to all the persons hereinbefore specified in connection with “owner” and “insured owner” and in relation to any other person whatsoever by whom or on whose behalf a ship shall have been entered in the club, their heirs, executors, administrators, personal representatives, assigns (when permitted under these rules), receiver, administrative receiver, curator or other person authorised to act on behalf of one who becomes incapable by reason of mental disorder of managing his property or affairs, trustee in bankruptcy, liquidator, administrator and other successors whatsoever.
- xxiii** **sum insured** means the sum as described in rule 1.3.
- xxiv** **unlawful, prohibited or sanctionable** means unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Republic of Singapore, the place of incorporation or domicile of the insured owner or the flag state of the entered ship.
- xxv** **in writing** means written, printed or lithographed, or visibly expressed in all or any of those or any other modes of representing or reproducing words.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

## **RULE 1 INTRODUCTORY**

- 1.1** The cover afforded by the club in respect of an entered ship consists of the following:-
- 1.1.1** Under rule 2:-
- Part A protection and indemnity risks;
- Part B ships;
- Part C detention or diversion expenses;
- Part D sue and labour;
- Part E discretionary claims.
- 1.1.2** Under rule 3:-
- loss of freight, disbursements and/or increased value, premiums and/or other interests.
- 1.2** For all the purposes of rule 2 and the provisions of the rules which relate thereto, the value for which an entered ship is insured by the club is the amount for which she is insured for total loss in respect of her hull, machinery, materials and all other parts and equipment thereof, which is agreed between the insured owner and the club and which is set out in the certificate of entry. Where only a part or percentage of such insured value is to be insured by the club, that part or percentage shall be stated as such in the certificate of entry.
- 1.3** For all the purposes of rule 3, appendix B, and the other provisions of the rules which relate thereto, the sum insured shall be the sum insured for the corresponding risk or risks under the entered ship's marine policies, which is agreed between the insured owner and the managers and which is set out in the certificate of entry.
- PROVIDED ALWAYS that:-
- 1.3.1** the sum to be insured under each category of rule 3 risk shall be specified in any application for insurance;
- 1.3.2** in no case shall the total sum insured for rule 3 risks exceed 50% of the insured value as provided for in rule 1.2.
- 1.4** Subject to rule 1.4.1, the risks insured by the club are only such risks as are set out in rules 2 and 3.
- 1.4.1** The managers may in any particular case agree in writing with an insured owner that the risks insured and/or the cover for his ship shall be modified so that the risks are and/or the cover is less or more extensive than is provided for in these rules.
- 1.5** The risks specified in rules 2 and 3 are always subject to the warranties, conditions, exceptions, limitations and other terms set out in rule 4 and elsewhere in these rules.

- 1.6 Rule 3 (freight, disbursements and/or increased value, premiums and/or other interests) incorporates similar terms as to the recoverability of losses which are set out in appendix B.
- 1.7 An insured owner is only insured against losses, liabilities, costs or expenses which arise out of events occurring during the period of entry of a ship in the class.
- 1.8 The terms of entry and insurance provided by the club do not confer any right or benefit on any third party under the Contract (Rights of Third Parties) Act 1999.

## **RULE 2 PART A PROTECTION AND INDEMNITY RISKS**

- 2.A.1 An insured owner who has entered his ship for insurance under rule 2 is insured against the protection and indemnity liabilities, costs and expenses specified in appendix C paragraphs C.1 to C.13.

PROVIDED ALWAYS that:-

the liabilities, costs or expenses referred to in each paragraph (save in appendix C paragraphs C.4.2, C.5 and C.11) must, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the insured owner or on the part of the insured owner's servants or agents, have arisen or been incurred in respect of loss or damage, injury, illness or death or accident caused by:-

- 2.A.1.1 war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism,
- 2.A.1.2 capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- 2.A.1.3 mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save for those liabilities, costs and expenses which arise solely by reason of:
  - 2.A.1.3.1 the transport of any such weapons whether on board the entered ship or not; or
  - 2.A.1.3.2 the use of any such weapons either as a result of government order or through compliance with directions given by, or with the written agreement of, any other insurers where the reason for such use was the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover of those other insurers.
- 2.A.2 Except as provided in paragraph 2.A.3 there shall be no recovery of the liabilities, costs or expenses referred to in appendix C paragraphs C.1 to C.8 and C.10 to C.12 inclusive which arise solely out of the terms of any agreement, contract or indemnity unless the terms of such agreement, contract or indemnity have been approved by the managers in writing. In giving such approval the managers may impose any terms or conditions as they may think fit, including the imposition of a premium.

- 2.A.3** There shall be no recovery of the liabilities, costs or expenses referred to in appendix C paragraphs C.1, C.2, C.3 and C.4.1, which arise out of the terms of any crew agreement, unless the terms of such crew agreement or contract of service or employment have been approved by the managers in accordance with the provisions of rule 2.A.2.
- 2.A.4** The maximum recovery from the club for claims under rule 2 part A in respect of any one accident shall be limited to whichever is the higher of the following:-
- 2.A.4.1** such limit of liability as may have been specified in or endorsed on the certificate of entry; or
- 2.A.4.2** such limit of liability as shall have been determined by the board before or at the beginning of any policy year and notified by the managers to the insured owner.
- 2.A.5** Different limits of liability may be specified for different types of risk whether by the certificate of entry or by the board.
- 2.A.6** If no other limit shall have been so fixed, the limit of liability for the purposes of rule 2 part A shall be the sum or sums for which the club is reinsured in respect of the relevant claim.
- 2.A.7** Such limit or limits shall be independent of and in addition to the sums insured for the purposes of the risks specified in rule 2 part B.
- 2.A.8** Unless the board otherwise determines, it shall be a condition precedent of an insured owner's right of recovery from the club in respect of each of the liabilities and expenses enumerated in rule 2 part A that the insured owner shall first have paid the same.

## **RULE 2 PART B SHIPS**

- 2.B.1** Loss, whether partial or total, of the entered ship's hull, materials, machinery and all other parts and equipment thereof (including cash for wages or disbursements, up to such limit as the board may from time to time determine) when caused by any of the following risks:-
- 2.B.1.1** war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- 2.B.1.2** capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;
- 2.B.1.3** mines, torpedoes, bombs or other weapons of war, including derelict mines, torpedoes, bombs or other derelict weapons of war;
- 2.B.1.4** strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- 2.B.1.5** any terrorist or any person acting maliciously or from a political motive;
- 2.B.1.6** piracy, barratry or violent theft by persons coming from outside the entered ship;
- 2.B.1.7** confiscation or expropriation.

## **RULE 2 PART C DETENTION OR DIVERSION EXPENSES**

- 2.C.1** This Part of the cover insures an insured owner against loss sustained through the detention or diversion of an entered ship caused:-
- 2.C.1.1** by war, civil war, warlike operations, revolution, rebellion, insurrection, civil strife, any hostile act by or against a belligerent power or by conditions brought about as a result of any of the foregoing;
- 2.C.1.2** as a result of compliance with orders, prohibitions or directions by the board or by any department and/or ministry of the government of the Republic of Singapore or any other government having the right to give such orders or any Singaporean military or naval authority given in order to avoid loss of or damage to the entered ship by any of the risks referred to in rule 2 part B;
- 2.C.1.3** by any government or department or agency thereof or by the armed forces of any government or by any persons acting or purporting to act on behalf of any government or any department or agency thereof where the detention or diversion is considered by the board in its discretion to have been caused, instigated, incited or encouraged by such government or department or agency in furtherance of its political aims;
- 2.C.1.4** by any group of persons which in pursuit of its political aims maintains an armed force;
- 2.C.1.5** by terrorists, pirates, bandits or rioters;
- 2.C.1.6** in order to avoid loss of or damage to the entered ship by any of the risks insured under rule 2 part B but only where and to the extent that the board in its discretion determine that the loss should be recoverable from the club.
- 2.C.2** PROVIDED ALWAYS that:-
- 2.C.2.1** a loss caused by strikers, locked-out workmen or persons taking part in labour disturbances, or as a result of strikes, lock-outs or labour disturbances, or in order to avoid loss of or damage to the entered ship by any of the said risks, shall not be insured under this rule 2 part C;
- 2.C.2.2** there shall be no recovery under rule 2 part C if the insured owner intended to detain or divert the entered ship before the commencement of loading cargo or passengers for, or clearing in ballast on, the voyage during which the detention or diversion shall have occurred;
- 2.C.2.3** in the case of rule 2.C.1.2 the orders, prohibitions or directions were given after the commencement of the voyage.
- 2.C.3** The sums recoverable from the club in respect of a loss specified in rule 2.C.1 shall be as set out in rules 2.C.4 to 2.C.6.

- 2.C.4** In the event of the detention or diversion of an entered ship in any of the cases referred to in rule 2.C.1, the insured owner shall be entitled, subject to rule 2.C.6, to recover:-
- 2.C.4.1** in the case of the detention of the entered ship, the daily running expenses of the entered ship during the period of the detention;
- 2.C.4.2** in the case of the diversion of the entered ship, the net extra running expenses of the entered ship incurred by the insured owner in consequence of the diversion over and above those which would have been incurred but for the same.
- 2.C.4.3** PROVIDED ALWAYS that:-
- 2.C.4.3.1** no sum shall be recoverable from the club under rule 2 part C in respect of loss of profit or in respect of the amortization of the capital cost of the entered ship or in respect of the depreciation thereof, or in respect of any payments or principal or interest made under any mortgage or other financial arrangements concluded in connection with the entered ship;
- 2.C.4.3.2** from each claim there shall be deducted a sum equivalent to seven days' daily running expenses of the entered ship or, in the case of a claim for net extra expenses only, a sum equivalent to the net extra expenses for seven days.
- 2.C.5** In the event of the detention of an entered ship by any of the causes referred to in rules 2.C.1.1, 2.C.1.3, 2.C.1.4 or 2.C.1.5 and lasting for a continuous period exceeding 90 days, the insured owner shall be entitled, subject to rule 2.C.6, to recover from the club in respect of such detention, in addition to any sums recoverable under rule 2.C.4, a sum calculated at the rate of ten per cent per annum of the insured value of the entered ship as specified in the certificate of entry and applied pro rata to the whole of the detention.
- PROVIDED ALWAYS that:-
- 2.C.5.1** unless the board in its discretion otherwise determines, the insured owner shall give credit against the said amount for any claim paid or payable by the club for damage received by the entered ship during such period.
- 2.C.6** The sums recoverable by an insured owner under rules 2.C.4 and 2.C.5 shall be limited as follows:-
- 2.C.6.1** no sum shall be recoverable, in an insured owner's claim for detention of an entered ship, in respect of any period during which that ship is:-
- 2.C.6.1.1** delayed solely because a decision on the part of the insured owner, his servants or agents, is awaited on the disposal, repair or movement of the entered ship, or
- 2.C.6.1.2** awaiting repairs or being repaired, irrespective of whether the need for such decision or repairs has been created by damage caused to the entered ship by any of the risks specified in rule 2 part B or otherwise howsoever.

**2.C.6.2** If the insured owner shall have received any hire or other contractual reward payable on a time basis (whether under a demise or time charterparty or otherwise howsoever) for the period in respect of which a claim is made under rule 2.C.4 and rule 2.C.5, he shall give credit for such hire or other reward in making his claim under rule 2.C.4.1 and 2.C.5 and if he shall have any right to receive such hire or other reward but shall not have received the same he shall assign his rights therein to the club.

**2.C.6.3** Unless the board in its discretion otherwise determines, no sum shall be recoverable from the club in respect of any period after the entered ship has become or been accepted as an actual or constructive total loss (whether under the terms of a policy or contract against marine risks or under the cover specified in these rules), or after the club has accepted notice of abandonment or after the club has notified the insured owner in writing, whether or not he has given any notice of abandonment, that the club has decided to treat the entered ship as a constructive total loss.

## **RULE 2 PART D SUE AND LABOUR**

**2.D.1** Extraordinary costs and expenses (not being the running expenses of the entered ship referred to in rule 2.C.4 or the liabilities and expenses referred to in appendix C paragraphs C.1 to C.12) reasonably incurred on or after the occurrence of any casualty, event or matter liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any losses, liabilities, costs or expenses against which the insured owner is insured by the club.

PROVIDED ALWAYS that:-

unless the board in its discretion shall otherwise determine, the following shall not be recoverable whether as sue and labour expenses or otherwise howsoever:-

**2.D.1.1** any fines, penalties or other impositions such as are specified in rule 4.D.4;

**2.D.1.2** any other sum of money paid in consideration of the release of an entered ship from any capture, seizure, arrest, detention, confiscation or expropriation.

## **RULE 2 PART E DISCRETIONARY CLAIMS**

**2.E.1** Losses, liabilities, costs and expenses not otherwise recoverable under these rules which the board may decide to be within the scope of the club. Claims under rule 2 part E shall be recoverable to such extent only as the board may determine.



## **RULE 3 FREIGHT, DISBURSEMENTS AND/OR INCREASED VALUE, PREMIUMS AND/OR OTHER INTERESTS**

- 3.1** An insured owner who has entered his ship for insurance under rule 3 is insured against loss of freight, disbursements and/or increased value, premiums and/or other interests when the loss has been caused by any of the following risks:-
- 3.1.1** war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- 3.1.2** capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat;
- 3.1.3** mines, torpedoes, bombs or other weapons of war including derelict mines, torpedoes, bombs or other derelict weapons of war;
- 3.1.4** strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;
- 3.1.5** any terrorist or any person acting maliciously or from a political motive;
- 3.1.6** piracy, barratry or violent theft by persons coming from outside the entered ship;
- 3.1.7** confiscation or expropriation.

## **RULE 4 WARRANTIES, CONDITIONS, EXCEPTIONS AND LIMITATIONS**

This rule is divided into the following parts:

- A. terms applicable only to rule 2 part B;
- B. terms applicable only to rule 3;
- C. terms applicable to rule 2 and rule 3;
- D. general terms applicable to each and every risk insured by the club.

### **4.A Terms applicable only to rule 2 part B**

- 4.A.1** The club shall not be liable for any losses, liabilities, costs or expenses covered by the standard form of English marine policy with the Institute Time Clauses – Hulls (edition of 1.10.83 or any subsequent edition or amendment thereof current at the date of the casualty) attached and with the War Exclusion Clause, the Strikes Exclusion Clause, the Malicious Acts Exclusion Clause and the Violent Theft, Piracy and Barratry Exclusion Clause inserted therein or which would have been covered thereby if the entered ship had been insured under such a policy. A loss shall be deemed to be so insured notwithstanding that it is excluded in whole or in part by any deductible or franchise specified in such a policy.

PROVIDED ALWAYS that:-

losses, liabilities, costs or expenses caused by piracy or violent theft by persons coming from outside the entered ship shall be recoverable under rule 2 part B notwithstanding that they are also covered by the standard form of English marine policy with the Institute Time Clauses – Hulls (edition of 1.10.83 or any subsequent edition or amendment thereof current at the date of the casualty) attached.

**4.B Terms applicable only to rule 3**

**4.B.1** The club shall not be liable for any claim based upon loss of or frustration of any voyage arising from any of the risks set out in rule 3 or otherwise.

**4.B.2** The club shall not be liable for any claim consequent on loss of time arising from the risks set out in rule 3 or otherwise.

**4.B.3** The club shall not be liable for any losses, liabilities, costs or expenses covered by the standard form of English marine policy with the Institute Time Clauses – Freight (edition of 1.8.89 or any subsequent edition or amendment thereof current at the date of the casualty) attached and with the War Exclusion Clause, the Strikes Exclusion Clause and the Malicious Acts Exclusion clause inserted therein or which would have been covered thereby if the entered ship had been insured under such a policy. A loss shall be deemed to be so insured notwithstanding that it is excluded in whole or in part by any deductible or franchise specified in such a policy.

PROVIDED ALWAYS that:-

losses, liabilities, costs or expenses caused by piracy or violent theft by persons coming from outside the entered ship shall be recoverable under rule 3 notwithstanding that they are also covered by the standard form of English Marine Policy with the Institute Time Clauses – Freight (edition of 1.8.89 or any subsequent edition or amendment thereof current at the date of the casualty) attached.

**4.B.4** The club shall not be liable for any claim for loss of freight where such loss is due to any regulation, restriction or impediment affecting the transfer of any currency or the value thereof or to any other order, regulation, enactment or law whatsoever or to anything done or purporting to be done thereunder by any de jure or de facto authority, unless such order, regulation, enactment or law is imposed after the contract of affreightment has been made and in time of war, hostilities, warlike operations, civil commotions, civil war, rebellion or revolution affecting the country or any part thereof in which such order, regulation, enactment or law is imposed.

**4.C Terms applicable to rule 2 and rule 3**

**4.C.1** The breach of any one of the warranties contained in rule 4.C.2 shall suspend the insurance given by rule 2 and by rule 3.

PROVIDED ALWAYS that:

the breach of any one or more of these warranties shall not operate to suspend such insurance if the insured owner shall prove that such breach happened without the fault or privity of the insured owner or the managers of the entered ship, or was committed in order to avoid loss by the risks hereby insured.

#### **4.C.2 Warranties**

**4.C.2.1** The entered ship shall, at all times, be properly documented and shall not carry false papers.

**4.C.2.2** The entered ship shall not enter or attempt to leave any port which is known to be blockaded.

**4.C.2.3** The entered ship shall, so far as possible, comply with all orders given by the government of the country where the entered ship is owned, registered or managed.

#### **4.C.3 Exclusion of nuclear risks and chemical, biological, bio-chemical and electromagnetic weapons**

The club shall not be liable for any losses, liabilities, costs or expenses directly or indirectly caused by or contributed to by or arising from:-

**4.C.3.1** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

**4.C.3.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

**4.C.3.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

**4.C.3.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, with the exception of radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

**4.C.3.5** any chemical, biological, bio-chemical or electromagnetic weapon.

**4.C.3.6** PROVIDED ALWAYS that:-

this exclusion shall not apply to any claim in respect of losses, liabilities, costs or expenses arising out of or in consequence of the emission of ionising radiations from, or the radioactive, toxic, explosive or other hazardous or contaminating properties of, "excepted matter" as defined under the Nuclear Installations Act 1965 or any amendments thereto or regulations made thereunder, being carried as cargo in the entered ship.

#### **4.C.4 Exclusion of five powers war risks**

The club shall not be liable for any losses, liabilities, costs or expenses arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries:-

the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

#### **4.C.5 Imprudent conduct**

If any act or omission shall be committed on board or in connection with the entered ship which ought reasonably to be anticipated as being of such nature as to render the entered ship liable to any loss or damage, or to capture, seizure, arrest, restraint, detention, confiscation or expropriation, and if such act or omission shall cause or in any way contribute to such loss or damage or to such capture, seizure, arrest, restraint, detention, confiscation or expropriation, then the club shall not be liable for the loss of, damage to or detention of the entered ship nor for any losses, liabilities, costs or expenses resulting therefrom.

PROVIDED ALWAYS that:-

**4.C.5.1** rule 4.C.5 shall not apply if the relevant act or omission shall have been committed with the agreement of the managers or if the insured owner shall prove that such act or omission occurred without the fault or privity of the insured owner or the managers of the entered ship; and

**4.C.5.2** the board may allow a claim either in whole or in part, which would otherwise be excluded by the provisions of rule 4.C.5, if in all circumstances the board shall in its discretion see fit.

#### **4.C.6 Exclusion of certain pollution hazards**

The club shall not be liable for any losses, liabilities, costs or expenses arising from compliance with any order or direction given or any measures taken by any government or other authority for the purposes of preventing or mitigating a pollution hazard or threat thereof, unless such hazard or threat has been caused by damage to the entered ship arising as a result of a risk specified in rule 2 part B or rule 3.

#### **4.C.7 Exclusion of computer viruses**

The club shall not be liable for any losses, liabilities, costs or expenses directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer virus.

PROVIDED ALWAYS that:-

**4.C.7.1** Rule 4.C.7 shall not operate to exclude losses (which would otherwise be covered under rule 2 and rule 3) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.

#### **4.C.8 Notice of cancellation and automatic termination of cover**

**4.C.8.1** Cover provided by rule 2 and by rule 3 may be cancelled by the club giving seven days' notice (such cancellation becoming effective on the expiry of seven days from midnight of the day on which notice of cancellation is issued by the club). Cover will, however, be reinstated subject to agreement between the club and the insured owner prior to the expiry of such notice of cancellation as to new rate of premium/contribution and/or conditions and/or warranties.

**4.C.8.2** Whether or not notice of cancellation has been given under rule 4.C.8.1, cover provided by rule 2 and by rule 3 shall terminate upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:-

the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

**4.C.9** The club shall not be liable for any losses, liabilities, costs or expenses arising from or being consequent upon the entered ship blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.

**4.D General Terms applicable to each and every risk insured by the club**

**4.D.1** The breach of any one of the warranties contained in rule 4.D.2 shall suspend the insurance given by these rules during the continuance of such breach.

PROVIDED ALWAYS that:-

the breach of any one or more of these warranties shall not operate to suspend such insurance if the insured owner shall prove that such breach happened without the fault or privity of the insured owner or the managers of the entered ship, or was committed in order to avoid loss by the risks hereby insured.

**4.D.2 Warranties**

**4.D.2.1** Where a ship is entered in the club on the basis that she is registered in a particular country and sails under a particular flag, and that she is entitled to be so registered and to remain so registered in that country and to sail under that flag, she shall remain continually so registered in that country and continually sail under that flag unless otherwise agreed by the managers in writing.

**4.D.2.2** The entered ship shall, so far as possible, comply with all orders, prohibitions and directions made under rule 15 irrespective of whether such orders, prohibitions and directions were made before or after the date of entry of the entered ship.

**4.D.2.3** The insured owner must at all times maintain the validity of any statutory certificates as are required and issued by or on behalf of the state of the ship's flag in relation to the International Ship & Port Facility Security Code (ISPS Code) unless otherwise agreed by the managers in writing.

PROVIDED ALWAYS that:

The board may authorise payment of a claim, either in whole or in part, which would otherwise be excluded by the provisions of this rule 4.D.2.3, if in all the circumstances the board shall in its sole discretion see fit.

#### **4.D.3 183 day rule**

**4.D.3.1** In the event of the detention of an entered ship which is caused by capture, seizure, arrest, restraint, detainment, confiscation or expropriation, no claim for an actual or constructive total loss shall arise before the expiry of a period of 183 days (or such shorter period as the board may in its discretion decide) from the commencement of such detention.

**4.D.3.2** If, as a result of such detention, the insured owner loses the free use and disposal of the entered ship for a continuous period of 12 months, then, for the purpose of ascertaining whether the entered ship is an actual or constructive total loss, the insured owner shall be deemed to have been deprived of the possession of the entered ship without any likelihood of recovery.

#### **4.D.4 Fines, penalties etc.**

The club shall not be liable for any losses, liabilities, costs or expenses arising from capture, seizure, arrest, restraint, detainment, confiscation or expropriation or the consequences thereof where such capture, seizure, arrest, restraint, detainment, confiscation or expropriation is not the consequence of hostilities or warlike operations and has been made by or on behalf of any state or public authority on the ground of any alleged contravention of the laws of any state or in order to enforce or secure payment of a fine, penalty or other imposition in respect of such contravention.

PROVIDED ALWAYS that:-

the board may allow a claim, either in whole or in part, which would otherwise be excluded by the provisions of this rule 4.D.4, if in all the circumstances the board shall in its discretion see fit being of the opinion that the dominant motive of those detaining the entered ship is her capture, seizure, arrest, restraint, detainment, confiscation or expropriation.

#### **4.D.5 Seizure by a country where the entered ship is owned, registered or managed**

The club shall not be liable for any losses, liabilities, costs or expenses arising from capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the order of the government or any public or local authority of the country where the entered ship is owned, registered or managed.

#### **4.D.6 Requisition**

The club shall not be liable for any losses, liabilities, costs or expenses arising from the requisition, whether for title or use, of the entered ship.

PROVIDED ALWAYS that:-

if the insured owner shall continue to have an insurable interest in the entered ship after the date of such requisition and if the insured owner shall thereafter sustain some further losses, liabilities, costs or expenses (not being the direct consequence of the requisition and not being proximately caused thereby) then nothing herein contained shall prevent recovery by the insured owner of such further losses, liabilities, costs or expenses.

#### **4.D.7 Ordinary judicial process**

The club shall not be liable for any losses, liabilities, costs or expenses arising from the operation of ordinary judicial process or any action taken for the purpose of obtaining security.

#### **4.D.8 Exclusion of sums insurable under P & I rules**

The club shall not be liable for any losses, liabilities, costs or expenses which would be insurable under the P&I class rules of The Standard Club Asia Ltd, which are current at the date of the event or casualty giving rise to the same, irrespective of whether the entered ship is in fact entered in such club, nor for any losses, liabilities, costs or expenses which would be so insurable:-

**4.D.8.1** if the rules of that club did not include the rule in respect of double insurance; and

**4.D.8.2** if the entered ship were not insured by the club against the risks set out in these rules.

#### **4.D.9 Double Insurance**

The club shall not be liable for any losses, liabilities, costs or expenses recoverable under any other insurance on the subject matter insured by the club or which would have been so recoverable:-

**4.D.9.1** apart from any term in such other insurance excluding or limiting liability on the grounds of double insurance; and

**4.D.9.2** if the entered ship were not insured by the club against the risks set out in these rules.

**4.D.9.3** PROVIDED ALWAYS that:-

**4.D.9.3.1** with the approval of the managers an insured owner may be insured by special agreement with the club made either directly with himself or with the other insurers upon the terms that certain losses, liabilities, costs and expenses shall be borne by the club notwithstanding such other insurance, protection or indemnity;

**4.D.9.3.2** this exclusion shall not apply to claims arising under rules 2.B.1.6 and 3.1.6 which shall (subject to Section 80 of the Marine Insurance Act 1906) be recoverable under these rules notwithstanding any other insurance, protection or indemnity.

#### **4.D.10 Partial insurance**

**4.D.10.1** For the purposes of rule 2 and rule 3 where only a part or a percentage of the insured value is insured by the club, their owner shall be his own insurer in respect of the uninsured balance. Without prejudice to the generality of the foregoing, the insured owner shall, unless the entry of the ship has been accepted on special terms which otherwise provide or unless the board in its discretion shall otherwise determine, only be entitled to recover from the club such proportion of any claims arising under these parts as the amount insured with the club bears to the insured value.

#### **4.D.11      Obligation to sue and labour**

Upon the occurrence of any casualty, event or matter liable to give rise to a claim by an insured owner upon the club, it shall be the duty of the insured owner and his agents to take and to continue to take all such steps as may be reasonable for the purpose of averting or minimising any expense or liability in respect whereof he may be insured by the club. In the event that an insured owner commits any breach of this obligation, the board may in its discretion reject any claim by the insured owner against the club arising out of the casualty, event or matter, or reduce the sum payable by the club in respect thereof by such amount as they may determine.

#### **4.D.12      Obligations with regard to claims**

**4.D.12.1**      An insured owner must promptly notify the managers of every casualty, event or claim upon him which is liable to give rise to a claim upon the club, and of every event or matter which is liable to cause the insured owner to incur losses, liabilities, costs or expenses for which he may be insured by the club.

**4.D.12.2**      An insured owner must promptly notify the managers of every survey or opportunity for survey in connection with a matter referred to in rule 4.D.12.1.

**4.D.12.3**      An insured owner must at all times promptly notify the managers of any information, documents or reports in his or his agents' possession, power or knowledge relevant to such casualty, event or matter as is referred to in rule 4.D.12.1 and shall further, whenever so requested by the managers, promptly produce to the club and/or allow the club or its agents to inspect, copy or photograph all relevant documents of whatsoever nature in his or his agents' possession or power and shall further permit the club or its agents to interview any servant, agent or other person who may have been employed by the insured owner at the material time or at any time thereafter or whom the club may consider likely to have any direct or indirect knowledge of the matter or who may have been under a duty at any time to report to the insured owner in connection therewith.

**4.D.12.4**      An insured owner shall not settle or admit liability for any claim for which he is or may be insured by the club in whole or in part without the prior written consent of the managers.

**4.D.12.5**      In the event that an insured owner commits any breach of his obligations referred to in rules 4.D.12.1 to 4.D.12.4, the board may in its discretion reject any claim by the insured owner against the club arising out of the casualty, event or matter, or reduce the sum payable by the club in respect thereof by such amount as they may determine.

#### **4.D.13      The club's right of set-off**

Without prejudice to anything elsewhere contained in these rules, the club shall be entitled to set off any amount due from an insured owner against any amount due to such insured owner from the club.



**4.D.14 Time bar**

In the event that:-

- 4.D.14.1 an insured owner fails to submit a claim to the managers of any casualty, event or claim referred to in rule 4.D.12 within one year after he has knowledge thereof; or
- 4.D.14.2 an insured owner fails to submit a claim to the managers for reimbursement of any losses, liabilities, costs or expenses within one year after discharging or settling the same; the insured owner's claim against the club shall be discharged and the club shall be under no further liability in respect thereof unless the board in its discretion shall otherwise determine.

**RULE 5 INSURED OWNERS AND SUCCESSORS BOUND BY RULES**

- 5.1 All policies or contracts of insurance effected by the club shall, save and insofar as they contain any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these rules.
- 5.2 An owner or other person (including an insurer to be reinsured under rule 10) by whom or on whose behalf an application is made for insurance or reinsurance by the club shall be deemed to have agreed not only on his own behalf but also on behalf of his successors and each of them that both he and they will in every respect be subject to and bound by the provisions of these rules and by any policy or contract of insurance with the club.

**RULE 6 APPLICATIONS FOR INSURANCE**

- 6.1 Any owner who desires to be insured by the club shall make application for such insurance in such form as may from time to time be required by the managers.
- 6.2 The managers shall be entitled, in their discretion and without assigning any reason, to refuse any application for insurance.

**RULE 7 DISCLOSURE**

When applying for insurance or on the renewal of any insurance, an owner or insured owner shall make a fair presentation of the risk by furnishing or disclosing to the managers all such particulars and information as may be material to the insurance given by the club or as the managers may require. The owner or insured owner shall ensure that every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.



## **RULE 8 CERTIFICATES OF ENTRY AND ENDORSEMENT SLIPS**

- 8.1** As soon as reasonably practicable after accepting an application for the entry of a ship for insurance in the club, the managers shall issue to the insured owner of such entered ship, a certificate of entry in such form as may from time to time be prescribed by the managers so that such certificate of entry shall state:-
- 8.1.1** the date of the commencement of the insurance;
  - 8.1.2** the terms and conditions on which the entered ship has been accepted for insurance;
  - 8.1.3** whether the ship is entered for the risks insured under rule 2 or rule 3 or both such rules;
  - 8.1.4** in respect of the risks insured under rule 2, the insured value of the entered ship;
  - 8.1.5** in respect of the risks insured under rule 3, the sum insured;
  - 8.1.6** where only a part or percentage of the insured value is insured by the club, that part or percentage;
  - 8.1.7** the country in which the entered ship is to be registered and the flag under which she is to sail.
- 8.2** If at any time or from time to time the managers and the insured owner of any entered ship shall agree to vary the terms relating to the entered ship, the managers shall, as soon as reasonably practicable thereafter, issue to the insured owner of such entered ship an endorsement slip stating the terms of such variation and the date from which such variation is to be effective.

## **RULE 9 JOINT INSURED OWNERS**

- 9.1** If a ship shall be entered in the names of more than one insured owner, they shall be collectively referred to as joint insured owners and:-
- 9.1.1** all joint insured owners shall be jointly and severally liable to the club to pay all contributions, additional premiums, premiums, or other sums due to the club in respect of such entry;
  - 9.1.2** if, at the time of entry, the joint insured owners shall have directed that all payments of any sums payable by the club shall be paid to one of the joint insured owners or to some other party, payment of such sums by the club in the manner directed shall be a complete discharge of the club's liabilities to all joint insured owners. If no such directions shall have been given, payment by the club, in its discretion, to any one of the joint insured owners shall operate as a similar complete discharge of its liabilities to all joint insured owners;
  - 9.1.3** failure by any joint insured owner to make a fair presentation and/or disclose material information within his knowledge shall be deemed to have been the failure of all the joint insured owners;

- 9.1.4** conduct of any joint insured owner which would have entitled the club to decline to indemnify him shall be deemed to be the conduct of all joint insured owners;
- 9.1.5** unless the managers have otherwise agreed in writing, the contents of any communication from or on behalf of the club to any joint insured owner shall be deemed to be within the knowledge of all the joint insured owners, and any communication from any joint insured owner to the club shall be deemed to have been made with the full approval and authority of all the joint insured owners;
- 9.1.6** no disputes of whatever nature or howsoever arising between joint insured owners shall be the subject of any insurance given by the club or form the basis of any recovery from it;
- 9.1.7** where any claims shall be pursued against any one of the joint insured owners for which he is insured by the club, he shall be deemed for all the purposes of this insurance to have the same rights to limit his liability as if he were the registered owner of the entered ship.

## **RULE 10 REINSURANCE**

- 10.1** The board may, in its discretion, accept applications for reinsurance by the club of any ship or other interest insured by another insurer against war risks. If such an application should be accepted, each ship so reinsured shall be deemed for all the purposes of these rules to be an entered ship. In the absence of written agreement to the contrary, the insurer of such entered ship shall have the same rights and be under the same obligations for all the purposes of these rules as though he were the insured owner of the entered ship.
- 10.2** The board may, in its discretion, reinsure all or any part of the risks insured or reinsured by the club, whether or not such risks are in relation to all the ships entered in the club, or to any one particular entered ship, or to any number of entered ships, with such reinsurers and on such terms as they consider appropriate. In the event that such reinsurance is arranged, the insured owner is entitled to recover from the club only the net amount actually recovered under such reinsurance together with that portion of the risk, if any, retained by the club, whether or not the insured owner has notice of such reinsurance, its terms, or the identity of the reinsurers.

## **RULE 11 ASSIGNMENT**

- 11.1** No insurance given by the club and no interest under these rules or under any policy or contract between the club and any insured owner may be assigned without the written consent of the managers, who shall have the right in their discretion to give or refuse such consent without stating any reason or to give such consent upon any such terms or conditions as they may think fit. Any purported assignment made without such consent or without there being due compliance with any such terms and conditions as the managers may impose shall, unless the managers in their discretion otherwise determine, be unenforceable against the club.
- 11.2** Whether or not the managers shall expressly so stipulate as a condition for giving their consent to any assignment, the club shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as the managers may then estimate to be sufficient to discharge any liabilities of the assignor to the club, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

## **RULE 12 PERIOD OF INSURANCE**

Unless otherwise agreed between the managers and the insured owner and subject as otherwise provided in these rules, the insurance by the club of an entered ship shall commence at the time and date specified in the certificate of entry and shall continue until noon GMT on the 20th February next ensuing, and thereafter, unless terminated in accordance with these rules, from policy year to policy year.

## **RULE 13 VARIATION OF CONTRACT**

- 13.1** If before the end of any policy year these rules shall have been altered in any respect which affects the terms and conditions of the policy or contract of insurance between the insured owner and the club, then such alteration shall be binding upon the insured owner and for all purposes take effect as from the commencement of the next ensuing policy year.
- 13.2** If the managers shall have given notice not later than noon GMT on the 20th January in any policy year that for the next ensuing policy year they require some change to be made in the terms or conditions of entry, including, but not limited to, the application of a deductible to claims arising under the cover afforded by rule 2 or rule 3, or any one or more or any part of them, then the insurance of the entered ship for the next ensuing policy year shall continue upon the existing terms varied in accordance with the terms of the said notice, unless the insured owner shall notify the managers in writing before noon GMT on the 20th February next following the date of the said notice that he is not willing to accept such terms, whereupon the insurance of the entered ship shall cease at the end of the policy year during which the said notice was given by the managers.

## **RULE 14 NOTICE OF TERMINATION**

- 14.1** The insurance of any entered ship may be terminated in the following manner:-
- 14.1.1** the managers in their discretion and without giving any reason may give a written notice of termination to any insured owner not later than noon GMT on the 20th January in any year;
- 14.1.2** an insured owner in his discretion and without giving any reason may give a written notice of termination to the club not later than noon GMT on the 20th January in any year.
- 14.2** If a notice shall have been given pursuant to rule 14.1, the period of insurance shall terminate at noon GMT on the 20th February immediately following such notice. Save with the agreement of the managers, an entered ship may not be withdrawn from the club nor may any notice of termination be given at any other time, unless otherwise provided in these rules.

## **RULE 15 ORDERS, PROHIBITIONS AND DIRECTIONS**

- 15.1** The board shall at all times have power to give any or all insured owners such orders, prohibitions or directions as the board in its discretion may see fit as regards routes, trading areas, ports, stoppages, convoys, cargoes, methods of loading or discharging cargoes, modes of management or of navigation of entered ships and manning or equipment, including orders to an insured owner that an entered ship shall not proceed to or remain at any port, place, country, zone or area or that an entered ship shall depart therefrom, or prohibitions to an insured owner against an entered ship proceeding to or remaining at or in any port, place, country, zone or area.
- 15.2** Any of the orders, prohibitions or directions referred to in rule 15.1 may be so given that they apply to any one or more entered ships or class of entered ships or generally to all entered ships and so that they remain in force for any one or more specified occasions or for a specified period or until further notice, in which latter event they shall remain in force until revoked by the board even if the period extends beyond the then current policy year and into any one or more future policy years. Any orders, prohibitions or directions so given shall be binding upon any insured owner who shall have entered or shall thereafter enter a ship for insurance in the club at any time while the same remain in force.
- 15.3** Notwithstanding any order, prohibition or direction made by the board, an entered ship may be specially insured on the terms that a specific order, prohibition or direction shall not apply and that failure to comply therewith shall not be deemed a breach of warranty and shall not suspend the cover. An entered ship may be specially so insured on terms that an additional premium is payable by the insured owner to the club and/or on terms that, while the entered ship is in a port, place, country, zone or area subject to such order, prohibition or direction, the insured owner shall only be insured against certain specified or restricted risks and/or on such other terms as the managers may think fit.

- 15.4** No entered ship shall be deemed to be insured on the special terms referred to in rule 15.3 hereof unless the exemption from the particular order, prohibition or direction is specified in writing by the managers. If any such exemption shall be specified in writing, the said exemption shall apply to the order, prohibition or direction referred to therein and not to any other order, prohibition or direction given by the board.

## **RULE 16 CONSTITUTION OF ADDITIONAL PREMIUM AREAS**

- 16.1** At any time or times, whether before or during the currency of any policy year, the board may, determine:-
- 16.1.1** that any ports, places, countries, zones or areas (whether of land or sea) shall be additional premium areas;
- 16.1.2** that any special terms, conditions, exceptions or limitations of or to the club's cover shall apply while an entered ship shall be or remain in any one or more of such additional premium areas.
- 16.2** The managers shall notify the insured owners of all decisions made by the board pursuant to rule 16.1. On the expiry of a period of seven days from the date of the notice given by the managers, unless an insured owner shall have exercised the option referred to in rule 16.3, each insured owner's terms of entry shall be deemed to contain and shall contain a term that until further notice the area or areas so mentioned shall constitute an additional premium area or areas in respect of the risks insured by the club with the consequences set out in rule 26.
- 16.3** If the managers shall give any such notice to the insured owners as is mentioned in rule 16.2, an insured owner, at any time within the next ensuing period of seven days, but not at any time thereafter, shall have the option by giving notice in writing to the managers to cancel any one or more of his entries with the club. In the event of such option being exercised, the entry or entries so specified shall terminate at the expiry of the said period of seven days and that insured owner shall only be liable to pay contributions to the club pro rata for the proportion of the relevant policy year during which he was insured by the club.
- 16.4** Whenever an application is made by an owner or other person for the entry of any ship for insurance or reinsurance in the club, and whenever negotiations take place as to the terms on which the insurance of an entered ship is to continue for the next following policy year, such application or negotiations shall proceed on the basis that, if the application be accepted or if the insurance continues for the next following policy year, the terms of entry shall be deemed to contain a provision that the club's current additional premium areas and all current special terms, conditions, exceptions or limitations applicable thereto, whether or not they shall have been notified to the owner, shall apply to the insurance of the entered ship.

- 16.5** If at any time during the currency of any policy year the managers shall notify the insured owners that any additional premium area or areas or one or more parts thereof shall cease to be additional premium areas or that any special terms, conditions, exceptions or limitations shall cease to apply, then such area or areas or part thereof or such special terms, conditions, exceptions or limitations (as the case may be) shall thereupon cease to form part of the terms of entry of the insured owners.

## **RULE 17 MAXIMUM AMOUNTS INSURED**

The maximum amounts for which any one entered ship or the interests therein may be insured by the club shall be determined from time to time by the board.

## **RULE 18 SAFE PORTS AND PLACES OF SAFETY**

The board may in its discretion determine for all the purposes of these rules what is and what is not a safe port or place of safety and the date which is to be deemed that of the declaration of war or the outbreak of or cessation of hostilities.

## **RULE 19 MEMBERSHIP OF ORGANISATIONS**

The board may cause the club to become affiliated to, support, sponsor and/or sustain other organisations or bodies concerned with the provision of war risks insurance for ships which are eligible for entry in the club and for this purpose may authorise the payment by the club to such organisations or bodies of such sums as the board may think fit.

## **RULE 20 SUMS PAYABLE BY INSURED OWNERS**

- 20.1** The club shall be entitled to require payment of contributions, additional premiums and premiums in accordance with the cover which is required by the insured owner.
- 20.2** Every insured owner shall be obliged to pay contributions levied in accordance with rules 21, 22, 23, 24, 26 and 27.
- 20.3** Where an insured owner desires cover to be maintained whilst the entered ship is within any additional premium area as specified in rule 16, he shall be required to pay an additional premium as provided by rule 26.
- 20.4** Where an insured owner desires to obtain cover under the provisions of rules 2.A.2 (where reinstatement of cover is offered on the basis that a premium shall be paid) or 15.3, he shall be required to pay a premium as provided by those rules.

## **RULE 21 CONTRIBUTIONS**

- 21.1** The insured owners who have entered ships in the club for the risks insured under rule 2 or rule 3 or both such rules for any policy year, not being a policy year which has been closed, shall provide by way of contributions all funds which in the opinion of the board are required:-
- 21.1.1** to meet such of the general expenses of the club as the board may from time to time think fit to charge in respect of that policy year against the club's insurance business;
- 21.1.2** to meet the claims, expenses and outgoings, whether incurred, accrued or anticipated, of the club's insurance business in respect of that policy year including, without prejudice to the generality of the foregoing, any proportion of any claims, expenses or outgoings of any insurer other than the club which have fallen or may be thought likely to fall upon the club by virtue of any reinsurance or pooling agreement concluded between the club and such other insurer;
- 21.1.3** for any transfers to reserves or provisions which the board may deem it expedient to make out of the contributions paid in respect of such policy year and which the board may from time to time think fit to charge against the club's insurance business for that policy year including, without prejudice to the generality of the foregoing, such transfer to reserves and provisions in respect of any deficiency which has occurred or which may be thought likely to occur in respect of risks in any previous policy year, including any closed policy year, as the board may think proper;
- 21.1.4** to provide all such sums as the club may by any governmental or other similar legislation or regulation be required to set aside in order to establish and/or maintain an adequate solvency margin and/or guarantee fund in respect of any policy year. Without in any way limiting the obligations of insured owners to pay such sums, the board may, in its discretion and at any time or times, require any or all insured owners to guarantee specifically the payment of such sums in such terms and with such security as the board may from time to time decide.
- 21.2** The said contributions shall be levied by means of advance and supplementary contributions in accordance with the provisions of rules 22, 23 and 24.

## **RULE 22 ADVANCE CONTRIBUTIONS**

- 22.1** Before the beginning of each policy year, or so soon thereafter as may be practicable, the board shall, in respect of each insured owner, decide the percentage of the insured value and of the sum insured, in respect of each entered ship, which is to be levied on the insured owner and is to be paid by way of an advance contribution for such policy year.
- 22.2** The percentage or percentages so fixed shall be applied:-
- 22.2.1** in the case of risks insured under rule 2, to the insured value of each entered ship for which she is insured;



- 22.2.2** in the case of risks insured under rule 3, to the sum insured;
- 22.2.3** where only a part or percentage of the insured value is insured by the club, to that part or percentage so insured.
- 22.3** The amounts so calculated shall be the amounts so payable by the insured owner.

## **RULE 23 SUPPLEMENTARY CONTRIBUTIONS**

At such subsequent time or times during or after the end of each policy year as the board think fit, but not after such policy year has been closed, the board may decide to levy from the insured owners whose ships are or were entered in the club for that policy year one or more supplementary contributions. Such supplementary contributions shall be at such percentage of the net advance contribution as the board thinks fit and shall be applied to the total amount of the net advance contribution paid or payable by each insured owner in respect of such policy year.

## **RULE 24 GENERAL PROVISIONS AS TO CONTRIBUTIONS**

- 24.1** As soon as is reasonably practicable after the rate of any advance or supplementary contribution shall have been fixed, the managers shall notify each insured owner concerned of the following:-
  - 24.1.1** whether the contribution is an advance or supplementary contribution;
  - 24.1.2** the policy year and the rule to which the contribution relates;
  - 24.1.3** the rate determined by the board;
  - 24.1.4** the amount or amounts payable by the insured owner;
  - 24.1.5** the date on which the contribution is payable or, if such contribution is payable by instalments, the amounts of instalments and the respective dates on which they are payable;
  - 24.1.6** the currency or currencies in which the contribution is payable.
- 24.2** If it shall be agreed between an insured owner and the managers that a ship is to be entered in the club as from a specified date occurring after the commencement of any policy year, or that the club is otherwise on risk in respect of any insurance for only a part of any policy year (save in the circumstances set out in rule 24.3), then the contributions due from the insured owner to the club in respect of that policy year shall be payable on a pro rata basis representing the time that such ship is entered for insurance during the policy year.

- 24.3** If in the course of a policy year, it shall be agreed between the insured owner and the managers that the insured value for which the entered ship is insured under rule 2, or the sum insured under rule 3 shall be varied, then the contributions due from the insured owner to the club in respect of that policy year shall be increased or reduced pro rata according to the increase or reduction of the insured value or of the sum insured and according to the proportion of the whole policy year during which such increase or reduction is to be effective.
- 24.4** Upon an entered ship ceasing to be insured by the club, the insured owner shall, notwithstanding the cesser of such insurance, remain liable to pay contributions in respect of such ship as follows:-
- 24.4.1** if the insurance shall have terminated at the end of a policy year, for the whole of such policy year, unless and to the extent that such liability may have been otherwise agreed or assessed under rule 35; or
- 24.4.2** if the insurance shall have terminated in the course of a policy year, for the whole of such policy year, unless rule 34 shall be applicable or unless and to the extent that such liability may have been otherwise agreed or assessed under rule 35.

## **RULE 25 LAID UP RETURNS**

- 25.1** The board may in its discretion direct that returns of contributions or allowances against the same be paid or allowed to insured owners whose entered ships are laid up and unemployed (otherwise than for the purpose of repair or maintenance) in any safe port or place outside any additional premium area.
- 25.2** The board may in its discretion determine from time to time:-
- 25.2.1** the minimum period for which an entered ship must be so laid up;
- 25.2.2** the percentage of the contributions to be returned to such insured owner;
- 25.2.3** the period for which such a return shall be allowed.
- 25.3** If the board shall make a direction in accordance with rule 25.1, a return shall be made to such insured owner consisting of the percentage of the contributions so directed on a pro-rata basis, commencing at noon GMT on the day on which the entered ship was laid up and ending at noon GMT on the day on which that entered ship ceased to be laid up.
- 25.4** PROVIDED ALWAYS that:-
- 25.4.1** the board may in its discretion determine that a return may be made in respect of ships unemployed and laid up (other than for the purpose of repair or maintenance) in any one or more current additional premium areas or part thereof;
- 25.4.2** no return shall be made in respect of a ship which is unemployed and laid up in circumstances which give rise to a claim on the club;
- 25.4.3** if an insured owner fails to notify the managers of his intention to claim such a return within three months of the end of the policy year during which such claim arose, he shall be deemed to have waived such claim.

## RULE 26 ADDITIONAL PREMIUMS

If an entered ship shall proceed to or be or remain in any additional premium area the provisions of rule 26 shall have effect.

**26.1** The insured owner shall pay to the club an additional premium or premiums if, by virtue of a decision of the board, the area is an additional premium area, at such rate or rates, and for such period or periods, as shall be agreed with the managers.

**26.2** The insured owner shall continue to be insured while the entered ship proceeds to or is or remains within such area.

**26.3** It is a condition of the insurance given by the club that the insured owner shall ensure that the club is given written notice before the entered ship proceeds into the additional premium area. If this condition is not fulfilled then the insured owner shall not be entitled to any recovery from the club in respect of any claim arising from any risks arising out of events occurring in the additional premium area.

PROVIDED ALWAYS that:-

the board may in its discretion decide to allow recovery from the club which would otherwise be excluded by rule 26.3 either in whole or in part. Where the board does not exercise its discretion to allow recovery as aforesaid, the club shall return to the insured owner any additional premium which may have been paid pursuant to rule 26.1.

**26.4** The terms of the insurance of the entered ship during such period as is referred to in rule 26.2 shall be those current for the entered ship for the relevant policy year.

PROVIDED ALWAYS that:-

if the managers shall specify that any special terms, conditions, exceptions or limitations shall apply whilst an entered ship shall be or remain in any additional premium area, then the terms shall be those which are current for the relevant policy year as modified by such special terms, conditions, exceptions or limitations.

**26.5** An insured owner shall be entitled to give written notice to the club at any time before the entered ship enters an additional premium area stating that he desires the cover of the entered ship to be suspended or restricted while the entered ship is within the said area.

PROVIDED ALWAYS that:-

if the entered ship is mortgaged, an insured owner shall not be entitled to give any such notice unless he shall have obtained and produced to the club the written consent of his mortgagees to the suspension or restriction of the cover.

**26.6** If, where permitted by rule 26.5, an insured owner gives notice in writing that he desires the cover of the entered ship to be suspended, then:-

**26.6.1** the cover given by the club in respect of the entered ship so specified shall be suspended and the insured owner shall remain uninsured in respect of such entered ship during the period while the entered ship is and remains in the additional premium area; and

- 26.6.2** the insured owner shall be under no liability to pay an additional premium in accordance with rule 26.1 but shall not be entitled to any return of contributions paid or payable in respect of the entered ship unless the board in its discretion otherwise determines.
- 26.7** Unless the insured owner gives notice of suspension before the ship enters the designated additional premium area, the cover of the entered ship shall not be suspended but the provisions of rules 26.1, 26.2, 26.3 and 26.4 shall be applicable.
- 26.8** If, where permitted by rule 26.5, an insured owner gives notice in writing that he desires the cover of the entered ship to be restricted, then:-
- 26.8.1** at any time before the entered ship enters an additional premium area, the insured owner and the managers may agree in writing the terms of the cover which shall be applicable to the entered ship while within such additional premium area and the amount of the premium payable to the club for such a period;
- 26.8.2** in the event that no such agreement in writing shall be reached between the insured owner and the managers as is referred to in rule 26.8.1 before the entered ship enters the additional premium area then the cover of the entered ship shall not be restricted but the provisions of rules 26.1, 26.2, 26.3 and 26.4 shall be applicable.

## **RULE 27 PROVISIONS AS TO PAYMENT**

- 27.1** If any contribution or premium or any other sum due from any insured owner to the club is not paid by such insured owner on or before the date specified for payment thereof, the insured owner shall, without prejudice to the rights of the club under any other provision of these rules, pay interest on the amount overdue from the date on which the amount became due until the date of payment at such rate of interest as the board may from time to time determine. The board may in any case waive payment of such interest in whole or in part.
- 27.2** No claim of any kind whatsoever by an insured owner against the club shall constitute any set-off against the contributions or premiums or other sums due by an insured owner to the club or shall entitle an insured owner to withhold or delay payment of any such sum whether or not any set-off has in the managers' discretion been allowed at any time in the past.

## **RULE 28 CLOSING OF POLICY YEARS**

**28.1** The board shall with effect from such date after the end of each policy year as they think fit declare that such policy year shall be closed.

**28.2** If upon the closing of any policy year or at any time thereafter the aggregate of the contributions, premiums and other receipts paid and payable for that policy year shall be found to exceed the aggregate of claims, expenses, outgoings, transfers to reserves and provisions referred to in rule 21, the excess shall be disposed of by being brought forward to the next open policy year and made available for the payment of claims, expenses, outgoings, transfers to reserves and provisions arising in respect of that policy year.

PROVIDED ALWAYS that:-

the board may order that the excess or any part thereof may be returned to the insured owners insured for the relevant policy year and, if the board shall so decide, the excess or part thereof shall be returned to such insured owners in such proportions and having regard to such considerations as the board shall determine and the decision of the board with regard thereto shall be conclusive and binding upon all insured owners.

## **RULE 29 RESERVES**

The board may:-

**29.1** establish and maintain such class reserves or other accounts as it thinks fit;

**29.2** transfer any sum standing to the credit of any policy year to any class reserve;

**29.3** apply the sums in any class reserve for any purpose and may at any time transfer sums from one class reserve to another.

## **RULE 30 CESSER OF INSURANCE**

Without prejudice to the generality of these rules:-

**30.1** An insured owner shall cease to be insured by the club in respect of any and all ships entered by him or on his behalf upon the occurring of any of the following events or circumstances:-

**30.1.1** Where the insured owner is an individual,

**30.1.1.1** upon his death, or

**30.1.1.2** if a receiving order is made against him, or he makes any composition or arrangement with his creditors generally in order to avoid or prevent the making of such receiving order, or

**30.1.1.3** if he becomes bankrupt, or

- 30.1.1.4** if he becomes incapable by reason of mental disorder of managing or administering his property and affairs.
- 30.1.2** Where the insured owner is a corporation,
- 30.1.2.1** upon the passing of any resolution for its voluntary winding-up (other than voluntary winding-up for the purposes of company or group reorganisation), or
- 30.1.2.2** upon an order being made for its compulsory winding-up or an administration order being made, or
- 30.1.2.3** upon its dissolution, or
- 30.1.2.4** upon a receiver, or an administrative receiver or manager being appointed of all or part of its business or undertaking, or
- 30.1.2.5** upon possession being taken of any of its property by or on behalf of a secured party, or
- 30.1.2.6** upon its commencing proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or to reorganise its affairs.
- 30.2** Unless otherwise agreed in writing by the managers, an insured owner shall cease to be insured by the club in respect of a ship entered by him or on his behalf upon the occurring of any of the following events or circumstances in relation to such ship:-
- 30.2.1** the insured owner parting with or assigning the whole or any part of his interest in the entered ship whether by bill of sale or other formal document or agreement or in any other way whatsoever, or
- 30.2.2** the managers of the entered ship being changed by the appointment of new managers.
- 30.3** Unless otherwise agreed in writing by the managers, an insured owner shall cease to be insured by the club in respect of a ship entered by him or on his behalf upon the occurring of whichever shall be the earliest of the following events or circumstances in relation to such entered ship:-
- 30.3.1** the entered ship being missing for ten days from the date when she was last heard of;
- 30.3.2** the entered ship being posted at Lloyd's as missing;
- 30.3.3** the entered ship becoming an actual total loss;
- 30.3.4** acceptance by hull underwriters or by the club that the entered ship is a constructive total loss;
- 30.3.5** payment to the insured owner of the entered ship by marine underwriters or by the club of an unrepaired damage claim which exceeds the market value of the entered ship, without commitment, immediately prior to the casualty which gave rise to such claim;

- 30.3.6** a compromise settlement with marine underwriters or with the club on the basis of which the entered ship is considered or deemed to be an actual or constructive total loss;
- 30.3.7** a decision by the club that the entered ship is to be considered or deemed to be an actual or constructive total loss or otherwise commercially lost;
- 30.3.8** the entered ship is employed by the insured owner in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the managers shall otherwise determine.
- 30.4** PROVIDED ALWAYS that:-
- 30.4.1** notwithstanding cesser of the insurance under rule 30.3 consequent upon actual total loss, constructive total loss or other loss of the entered ship, the club shall, subject always to the rules and to the terms and conditions of the entry of the entered ship in the club, remain liable in respect of claims which are within the scope of those terms and conditions and which flow directly from the casualty which has given rise to that actual total loss or constructive total loss or other loss;
- 30.4.2** the managers may, as a condition of agreement that the insurance of the entered ship shall continue after the occurring of any of the events or circumstances listed in rules 30.2 and 30.3 impose such terms and conditions as they think fit for the continuation of the insurance.
- 30.5** The insured owner shall in no circumstances be entitled to recover from the club that part of any liabilities, costs and expenses which is not recovered by the club under any reinsurance(s) because of a shortfall in recovery from the parties or reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such parties or reinsurers. For the purposes of this rule 30.5, "shortfall" includes any failure or delay in recovery by the club by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

## **RULE 31 CANCELLATION FOR NON-PAYMENT**

Without prejudice to the generality of these rules:-

- 31.1** Where the club has required an insured owner to pay under the terms of entry and these rules any contribution, additional premium, premium, any other sum or interest, and the insured owner has not paid the same in full within the time permitted by the club, the managers may give the insured owner notice in writing:-
- 31.1.1** requiring him to pay such amount by any date specified in such notice, not being less than fourteen days from the date on which the notice is given, and

- 31.1.2** informing him that if he fails to pay such amount in full on or before the date so specified, his insurance in respect of the entered ship or ships relating to which payment of that amount was required, and also, if the managers so specify, his insurance in respect of any and all other ships entered in the club by him or on his behalf, shall be cancelled forthwith without any further notice or formality.
- 31.2** If an insured owner fails to comply with the requirements set out in any notice issued by the managers in accordance with rule 31.1, that insured owner's insurance shall be cancelled as specified in such notice, notwithstanding that the amount payable by the insured owner to the club, as referred to in the notice, related only to one, or to more than one but not to all, of the entered ships in respect of which the insured owner's insurance is cancelled.
- 31.3** Cancellation as provided in rule 31 shall operate independently of and separately from any cancellation which may be effected or which may occur by virtue of any other provisions of these rules.
- 31.4** An insured owner's insurance may be cancelled as provided in rule 31 irrespective of whether that insurance is current on the date of the cancellation or has ceased by virtue of the provisions of rule 30 or has ceased, been terminated or cancelled in accordance with any other provisions of these rules.

## **RULE 32 EFFECTS OF CESSER AND CANCELLATION OF INSURANCE**

- 32.1** When an insured owner's insurance ceases under or by reason of the operation of any of these rules other than rule 31:-
- 32.1.1** such insured owner and his successors shall be and remain liable for all contributions, additional premiums, premiums and any other sums whatsoever payable in respect of the policy year in which the insurance ceases, and in respect of previous policy years, unless and to the extent that rule 34 is applicable and/or the insured owner's liability may have been otherwise agreed under rule 35;
- 32.1.2** subject to rule 32.2 and to the other provisions of these rules and to the terms of entry in the club of the entered ship or ships in respect of which insurance has ceased, the club shall remain liable in respect of such entered ship or (as the case may be) ships for all claims under these rules arising out of any event which has occurred prior to the time of cessation of the insurance, but shall not otherwise be under any liability whatsoever by reason of anything occurring after such time.
- 32.2** When an insured owner's insurance is cancelled in accordance with rule 31 (which time is hereinafter in rule 32 referred to as "the date of cancellation"):-



- 32.2.1** such insured owner and his successors shall be and remain liable for all contributions, additional premiums, premiums and other sums payable in respect of the policy year in which the date of cancellation occurs pro rata only for the period up to the date of cancellation or such earlier date as the managers in their discretion decide and stipulate in writing, and in respect of previous policy years;
- 32.2.2** the club shall with effect from the date of cancellation cease to be liable for any claims of whatsoever kind under these rules in respect of any and all ships entered in the club by or on behalf of such insured owner irrespective of whether:-
- 32.2.2.1** such claims have occurred or arisen or may arise by reason of any event which has occurred at any time prior to the date of cancellation, including during previous policy years;
- 32.2.2.2** such claims arise by reason of any event occurring after the date of cancellation;
- 32.2.2.3** the club may have admitted liability for or appointed lawyers, surveyors or any other person to deal with such claims;
- 32.2.2.4** the club at the date of, or prior to the date of, cancellation knew that such claims might or would arise, and as from the date of cancellation any liability of the club for such claims shall terminate retrospectively and the club shall be under no liability to such insured owner for any such claims or on any account whatsoever.
- 32.3** PROVIDED ALWAYS that:-
- the board may in its discretion and upon such terms as it thinks fit, including but not restricted to terms as to payment of contributions, additional premiums, premiums or other sums, agree to pay either in whole or in part any claim in respect of any ship entered by an insured owner for which the club is under no liability by virtue of rule 32, whether such claim has arisen before or arises after the date of cessation or the date of cancellation, as the case may be, or remit wholly or partly any payment of contributions, additional premiums, premiums or other sums paid or payable to the club.

## **RULE 33 SUMS DUE TO THE CLUB FOR THE PURPOSE OF APPLICATION OF THE RULES ON CESSER OF INSURANCE**

- 33.1** For the purpose of determining whether any (and if so, what) sum is due for the purposes of rule 32.1 or otherwise under these rules, no account shall be taken of any amount due or alleged to be due by the club to the insured owner on any ground whatever, and no set-off of any kind, including set-off which might otherwise have arisen by reason of the bankruptcy, winding-up or administration of the insured owner, shall be allowed against such sum (whether or not any set-off against contributions or premiums has been allowed at any time in the past), except to the extent (if any) to which any sum demanded by the managers as due, and required by the managers to be paid, may in the managers' discretion in itself have already allowed for a set-off or credit in favour of the insured owner.

**33.2**

Without prejudice to the generality of rule 41, no act, omission, course of dealing, forbearance, delay or indulgence of any kind by or on behalf of the club nor the granting of time, nor the acceptance by the club (whether express or implied) of liability for, or the recognition of, any claim, and whether occurring before or after any date of cessation as hereinbefore referred to shall derogate from the effect of rules 30 to 33.1 inclusive or be treated as any waiver of any of the club's rights thereunder.

## **RULE 34 CALCULATION OF CONTRIBUTION AFTER CESSER OF INSURANCE**

If any of the events specified in rule 30.2 shall occur in relation to an entered ship then in every such case, provided the insured owner gives notice in writing of such event to the managers within one month after the date thereof, the insured owner shall be liable to pay contributions in respect of such ship for the relevant policy year on a pro rata basis, namely the proportion of such contributions applicable to the period beginning at the commencement of that policy year (or in the case of a ship entered during that policy year, the date of entry) and ending at noon GMT on the date of the happening of such event.

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## **RULE 35 RELEASE CONTRIBUTIONS**

**35.1**

Upon an entered ship ceasing to be insured by the club for any reason, whether or not the circumstances giving rise to such cesser of insurance shall be any of those specified in rules 13 and 14 or in rule 30, the managers may:-

**35.1.1**

release the insured owner from further contributions in respect of such ship, wholly or partly or upon such terms as the managers in their discretion may deem to be appropriate in the circumstances;

**35.1.2**

whether or not negotiations may have taken place with the view to the application of rule 35.1.1, assess at the date of the cesser of insurance the amount which seems to the managers in their discretion to represent the likely liability of the insured owner for further contributions in respect of such ship.

**35.2**

If the managers shall exercise their powers under rules 35.1.1 or 35.1.2, then:-

**35.2.1**

any terms imposed by the managers or agreed between the managers and the insured owner pursuant to rule 35.1.1 shall be performed at such time or times as the managers shall have specified;

**35.2.2**

the amount of any assessment made under rule 35.1.2 shall be payable by the insured owner without deduction on demand;

**35.2.3**

the insured owner shall be under no liability for any contributions which the board may decide to levy after the date of a release given under rule 35.1.1 or after the date of an assessment made under rule 35.1.2, as the case may be, and the insured owner shall have no right to share in any return of contributions or other monies which the board may thereafter decide to make in accordance with rule 28.

## **RULE 36 EMPLOYMENT OF LAWYERS AND OTHERS**

- 36.1** Without prejudice to any other provisions of these rules and without waiving any of the club's rights hereunder, the managers may at any and all times appoint and employ on behalf of the insured owner upon such terms as the managers may think fit lawyers, surveyors or other persons for the purpose of dealing with any matter which might give rise to a claim by an insured owner upon the club, including investigating or advising upon any such matter and taking or defending legal or other proceedings in connection therewith. The managers may also at any time discontinue such employment if they think fit.
- 36.2** All lawyers, surveyors and other persons appointed by the managers on behalf of the insured owner or appointed by the insured owner with the prior consent of the managers shall at all times be and be deemed to be appointed and employed on the terms that they have been instructed by the insured owner at all times (both while so acting and after having retired from the matter) to give advice and to report to the club in connection with the matter without prior reference to the insured owner and to produce to the club without prior reference to the insured owner any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of the club.

## **RULE 37 POWERS OF THE MANAGERS RELATING TO THE HANDLING AND SETTLEMENT OF CLAIMS**

- 37.1** The managers shall have the right if they so decide to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss or damage in respect whereof the insured owner is or may be insured in whole or in part, and to require the insured owner to settle, compromise or otherwise dispose of such claim or proceedings in such manner and upon such terms as the managers see fit.
- 37.2** If the insured owner does not settle, compromise or dispose of a claim or of proceedings after being required to do so by the managers in accordance with rule 37.1 any eventual recovery by the insured owner from the club in respect of such claim or proceedings shall be limited to the amount he would have recovered if he had acted as required by the managers.
- 37.3** In the event of a casualty giving rise to loss or damage to an entered ship which may be recoverable from the club, the managers may take, or require the insured owner to take, tenders for the repair of such damage.

## **RULE 38 SUBROGATION**

Wherever any claim shall have been paid by the club, the club is thereby subrogated to all the rights and remedies of the insured owner in and in respect of the claim as from the time of the event causing the loss. The insured owner shall afford to the club all possible assistance in exercising the said rights of subrogation. The insured owner hereby authorises the club in exercising such rights to commence any legal or other proceedings, whenever the club may think fit, in the name of the insured owner on furnishing an undertaking to the insured owner to indemnify him in respect of the costs thereof. The insured owner hereby undertakes at any time upon the request of the club to execute a formal assignment of all or any such rights to the club or to execute a formal deed of subrogation and to produce all such information, documents and evidence as the club may require.

## **RULE 39 INFORMATION TO BE SUPPLIED BY OWNERS**

- 39.1** Whenever so required by the managers, an insured owner shall disclose to them in respect of any ship entered by him in the club:-
- 39.1.1** all information which is presently in, or which may come into, his possession, or which he may ascertain by reasonable enquiries regarding the position of any ship or her past, present or future employment;
- 39.1.2** all details of any additional insurance effected or proposed to be effected by him with parties other than the club in respect of any interest howsoever described which is insured, or which he proposes to insure, with the club;
- 39.1.3** the total marine insured value, that is to say the total sum for which the entered ship is insured for total loss under marine policies.

## **RULE 40 MEETINGS OF THE BOARD**

The board shall meet as often as it may consider necessary for the settlement of claims which shall be paid by the club as the board may determine in accordance with these rules and the board shall have power from time to time to authorise the managers, without prior reference to the board, to effect payment of claims of such types and up to such sums as the board may determine. No member of the board shall act as such in the settlement of any claim in which he is interested.

## **RULE 41 FORBEARANCE**

No act, omission, course of dealing, forbearance, delay or indulgence by the club in enforcing any of these rules or any of the terms or conditions of its policies or contracts with an insured owner nor any granting of time by the club shall prejudice or affect the rights and remedies of the club under these rules or under such policies or contracts and no such matter shall be treated as any evidence of waiver of the club's rights thereunder, nor shall any waiver of a breach by an insured owner of such rules, policies or contracts operate as a waiver of any subsequent breach thereof. The club shall at all times and without notice be entitled to insist on the strict application of these rules and on the strict enforcement of its policies or contracts with insured owners.

## **RULE 42 POWERS OF BOARD AND MANAGERS**

- 42.1** Whenever any power under these rules is:
- 42.1.1** vested in the board, it may be delegated to any subcommittee of the board, class committee or to the managers;
- 42.1.2** conferred or imposed upon the managers, or is delegated to them under rule 42.1.1, it is exercisable by the managers, or by any authorised employee or agent of the managers.
- 42.2** Any power referred to in rule 42.1 is exercisable in the absolute discretion of the board, subcommittee, class committee or managers, subject always to the articles. The board, subcommittee, class committee and the managers are not required to provide any other person or party with reasons for any decision or determination.
- 42.3** Whenever the managers' agreement or approval is required by the rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.

## **RULE 43 DISCLOSURE**

The club shall be entitled to give disclosure of information relating to the insured owner's business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club's or managers' obligations.

## RULE 44 DISPUTES

- 44.1** If any difference or dispute shall arise between an insured owner and the club out of or in connection with these rules, or any contract between them, or as to the rights or obligations of the club or the insured owner thereunder, or in connection therewith, such difference or dispute shall in the first instance be referred to and considered by the board.
- 44.2** If the insured owner concerned in such difference or dispute does not accept the decision of the board, it shall be referred to and finally resolved by arbitration in Singapore in accordance with the Singapore International Arbitration Act (Chapter 143A) and any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration current at the time when the arbitration proceedings are commenced, which rules are deemed to be incorporated by reference in this rule.

## RULE 45 NOTICES

- 45.1** A notice or other document required under these rules to be served on the club may be served by sending it by post, courier, telex, fax or electronic mail, addressed to the club's registered office for the time being.
- 45.2** A notice or other document required under these rules to be served on an insured owner may be served by post, courier, telex, fax or electronic mail, addressed to such insured owner at his address as appearing in the register of insured owners of the class or at any place of business of a broker or other intermediary through whom a ship to which the notice relates is or was entered in the club. In the case of joint insured owners all such notices or other documents shall be served on one of the joint insured owners and such service shall be sufficient on all the joint insured owners.
- 45.3** Any insured owner described in the register of insured owners of the class by an address not within the Republic of Singapore who shall from time to time give to the club an address within the Republic of Singapore at which notices or other documents may be served upon him shall be entitled to have notices served upon him at such address which shall be deemed to be his address as appearing for the purpose of rule 45.2.
- 45.4** Any such notice or other document, if served by post or courier, shall be deemed to have been served on the day following the day on which the letter containing the same was put into the post or handed to the courier and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post as a prepaid letter or handed to the courier. Any such notice or other document, if served by telex, fax or electronic mail, shall be deemed to have been served on the day on which it was transmitted and in proving such service it shall be sufficient to prove that such telex, fax or electronic mail was duly transmitted.

**45.5** Every legal or personal representative, administrative receiver, receiver, curator bonis or other legal curator, trustee in bankruptcy or liquidator of anyone who is or was at any time an insured owner shall be bound by a notice or other document served in accordance with this rule 45, notwithstanding that the club may have notice of the insured owner's death, disability, lunacy, bankruptcy, liquidation or administration.

## **RULE 46 RULES SUBJECT TO THE MARINE INSURANCE ACT AND THE INSURANCE ACT**

**46.1** These rules and all policies or contracts of insurance made by the club shall be subject to and incorporate the provisions of the Marine Insurance Act 1906 and, upon its entry into force, the Insurance Act 2015, of the United Kingdom and any statutory modifications thereof except insofar as such act or modification may have been excluded by these rules or by any term of such contracts.

**46.2** The following provisions of the Insurance Act 2015 ("the Act") are excluded from the rules and any contract of insurance as follows:

- (1)** Section 8 and Section 14 of the Act are excluded. As a result any breach of the duty of fair presentation and/or the duty of utmost good faith shall entitle the club to avoid the policy in all circumstances.
- (2)** Section 10 of the Act is excluded. As a result if the insured owner fails to comply with any warranty in these rules and/or any contract of insurance the club shall be discharged from liability from the date of the breach even if the breach is subsequently remedied.
- (3)** Section 11 of the Act is excluded. As a result if the insured owner fails to comply with any term in these rules and/or any contract of insurance, the club's liability may be excluded, limited or discharged in accordance with these rules notwithstanding that the breach could not have increased the risk of the loss which actually occurred.
- (4)** Section 13(A) of the Act is excluded. As a result these rules and/or any contract of insurance between the club and the insured owner shall not be subject to any implied term that the club will pay any sums due in respect of a claim within a reasonable time save that the club may not deliberately or recklessly fail to do so.

## **RULE 47 LAW OF CONTRACT**

These rules and any policy or contract of insurance between the club and an insured owner shall be governed by and construed in accordance with English law.

## **RULE 48 PERSONAL DATA**

Conditions relating to the sharing and processing of personal data between, by and/or on behalf of the club and the insured owner pursuant to these rules are contained in a separate data sharing document available on the club's website.

## APPENDIX “A”

### Provisions applicable to the insurance afforded by the club under rule 2, part B

#### Terms as to the measure of indemnity or otherwise affecting the recoverability of loss

#### A1 General average and salvage

**A.1.1** The insurance under rule 2 part B covers, on the terms set out below, the entered ship's proportion of salvage, salvage charges and/or general average. In case of general average sacrifice of the entered ship the insured owner may recover the whole of the loss without first enforcing his rights of contribution from other parties.

**A.1.2** General average and salvage shall be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules 1974.

**A.1.3** When the entered ship sails in ballast, not under charter, the provisions of the York-Antwerp Rules 1974 (excluding rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the entered ship at the first port or place thereafter other than a port or place of refuge or a port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated the voyage shall thereupon be deemed to be terminated.

**A.1.4** No claim in respect of salvage, salvage charges or general average shall be recoverable from the club unless the loss arose from a risk insured by the club under rule 2 part B or the loss was incurred to avoid such a risk.

**A.1.5** Claims for salvage, salvage charges and general average, when recoverable hereunder, are payable in full if the entered ship liable to contribution is insured under rule 2 for her full contributory value. If the entered ship is not insured under rule 2 for her full contributory value or if only a part or percentage thereof is insured, the sum recoverable from the club shall be reduced in proportion to the under insurance.

PROVIDED ALWAYS that:-

the board shall have the power to admit a claim without reduction, or to direct that it shall only be reduced to some lesser extent, if the board in its discretion shall see fit.

#### A2 Collision

**A.2.1** An insured owner shall not be entitled to recover loss of or damage to an entered ship arising out of a collision with another ship or out of contact with any fixed or floating object unless such loss or damage has been caused by a risk insured by the club under rule 2 part B.



- A.2.2** Should the entered ship come into collision with or receive salvage services from another ship belonging wholly or in part to the same insured owner, or under the same management, the insured owners shall have the same rights of recovery from the club as if the other ship had been entirely the property of owners not interested in the entered ship. In case a dispute shall arise between the insured owner and the club either on the liability for the collision or on the amount payable for the services rendered it shall be referred to arbitration by a sole arbitrator to be agreed upon between the club and the insured owner.
- A.2.3** If the insured owner shall become entitled to recover under rule 2 part B in respect of loss of or damage to the entered ship arising out of collision with another ship, claims in respect of such loss or damage shall be settled on the principle of cross liabilities as if the owners of each ship had been compelled to pay to the owners of the other of such ships such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the insured owner in consequence of such collision.
- A3** **New for old**
- Average is payable without deductions new for old, whether the average be particular or general.
- A4** **Unrepaired damage**
- A.4.1** The measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the entered ship, at the end of the policy year in which the damage occurred, arising from such unrepaired damage, but not exceeding the reasonable cost of repairs.
- A.4.2** In no case shall the club be liable for unrepaired damage in the event of a subsequent total loss whether or not covered under the entered ship's terms of entry in the club.
- A.4.3** The club will not be liable in respect of unrepaired damage for more than the insured value of the entered ship at the end of the policy year in which the damage occurred.
- A5** **Constructive total loss**
- A.5.1** In ascertaining whether the entered ship is a constructive total loss, the insured value shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the entered ship or wreck shall be taken into account.
- A.5.2** No claim for constructive total loss based upon the cost of recovery and/or repair of the entered ship shall be recoverable hereunder unless such cost would exceed the insured value. In making this determination, only the cost relating to a single accident or sequence of damages arising from the same accident shall be taken into account.

**A.6****Freight or passage money**

In the event of actual or constructive total loss no claim shall be made by the club for freight or passage money, whether or not notice of abandonment has been given.

## APPENDIX “B”

### Provisions applicable to insurance afforded by the club under rule 3

#### Terms as to the measure of indemnity or otherwise affecting the recoverability of loss

#### **B.1 Maximum liability and measure of loss**

**B.1.1** The maximum liability of the club in respect of any claim for loss of freight, disbursements and/or increased value, premiums and/or other interests shall be an amount equivalent to the sum insured.

**B.1.2** In relation to a claim which does not result from the total loss (either actual or constructive) of the entered ship, the liability of the club shall, subject to the provisions of paragraph B.1.1, be limited to the amount of the freight which, as a result of the incident giving rise to the claim, is not recoverable by the insured owner under a contract existing at the date of such incident.

#### **B.2 Total loss**

**B.2.1** If the entered ship becomes a total loss (either actual or constructive) the sum insured under rule 3 shall be paid in full, whether the entered ship be fully or partly loaded or in ballast and whether she be chartered or un-chartered. If however the entered ship becomes a constructive total loss, but the insured owner's claim against the club under rule 2 part B shall be settled as a claim for partial loss only, this provision shall not apply.

**B.2.2** In ascertaining whether the entered ship is a constructive total loss, the insured value for which she is insured under rule 2 part B shall be taken as the repaired value and nothing in respect of the damaged or break-up value of the entered ship or the wreck shall be taken into account.

#### **B.3 General average and salvage**

**B.3.1** The insurance under rule 3 covers, on the terms set out below the proportion of salvage, salvage charges and/or general average attaching to:-

**B.3.1.1** the freight at risk;

**B.3.1.2** the entered ship, to the extent that such proportion is not recoverable under rule 2 part B by reason of the insured value of the entered ship under rule 2 part B being less than her full contributory value; and in the case of general average sacrifice of the entered ship, the insured owner may recover the whole of the loss without first enforcing his rights of contribution from other parties.

**B.3.2** General average and salvage shall be adjusted according to the law and practice obtaining at the place where the adventure ends, as if the contract of affreightment contained no special terms upon the subject; but where the contract of affreightment so provides the adjustment shall be according to the York-Antwerp Rules 1974.

**B.3.3** When the entered ship sails in ballast, not under charter, the provisions of the York-Antwerp Rules 1974 (excluding rules XX and XXI) shall be applicable, and the voyage for this purpose shall be deemed to continue from the port or place of departure until the arrival of the entered ship at the first port or place thereafter, other than a port or place of refuge or port or place of call for bunkering only. If at any such intermediate port or place there is an abandonment of the adventure originally contemplated, the voyage shall thereupon be deemed to be terminated.

**B.3.4** No claim in respect of salvage, salvage charges or general average shall be recoverable from the club unless the loss arose from a risk insured by the club under rule 3 or the loss was incurred to avoid such a risk.

**B.3.5** Claims for salvage, salvage charges and general average, when recoverable hereunder, are payable in full if the sum insured in respect of freight is not less than the full contributory value of such freight. If the sum insured is less than the full contributory value of such freight, the sum recoverable from the club shall be reduced in proportion to the under insurance.

PROVIDED ALWAYS that:-

the board shall have the power to admit a claim without reduction, or to direct that it shall only be reduced to some lesser extent, if the board in its discretion shall see fit.

**B4 Sister ship**

Should the entered ship come into collision with or receive salvage services from another ship belonging wholly or in part to the same insured owner, or under the same management, the insured owner shall have the same rights of recovery from the club as if the other ship had been entirely the property of owners not interested in the entered ship. In case a dispute shall arise between the insured owner and the club either on the liability for the collision or on the amount payable for the services rendered it shall be referred to arbitration by a sole arbitrator to be agreed upon between the club and the insured owners.

## APPENDIX “C”

### Protection and Indemnity liabilities, costs and expenses insured

#### NOTES:

**For the warranties, conditions, exceptions, limitations and other terms applicable to other cover – see rule 4 and the other provisions set out in these rules.**

#### **C.1 Loss of life, personal injury, illness**

**C.1.1** Liability of the insured owner to pay damages or compensation for loss of life of, personal injury to or illness of:-

**C.1.1.1** any person in or on board or near the entered ship;

**C.1.1.2** any master, seaman or member of the crew of the entered ship or other person employed thereon while in or on board or near the entered ship and while proceeding to or from the entered ship;

**C.1.1.3** any person employed in relation to the handling of the cargo of the entered ship from the time of receipt for shipment on the quay or wharf until final delivery from the quay or wharf at the port of discharge;

**C.1.1.4** any person injured or killed by reason of a collision or contact involving the entered ship.

**C.1.2** Whenever the insured owner incurs a liability as specified in paragraphs C.1.1.1 to C.1.1.4 for which the club is liable hereunder, the insured owner shall also be entitled to recover:-

**C.1.2.1** any hospital, medical, funeral or other expenses for which the insured owner may be liable and which the insured owner may incur in connection with such loss of life, personal injury or illness;

**C.1.2.2** any expenses of maintaining the injured or ill person ashore or afloat or repatriating such person;

**C.1.2.3** any expenses of repatriating the master, seamen, members of the crew of or other persons carried on board the entered ship;

**C.1.2.4** any wages payable to the master, seamen or members of the crew of the entered ship during unemployment consequent upon such shipwreck or actual or constructive total loss of the entered ship;

**C.1.2.5** any expenses of putting into port, when incurred to land the injured or ill person;

**C.1.2.6** any expenses necessarily incurred in sending abroad substitutes or in securing, engaging, repatriating or deporting a substitute engaged abroad to replace any person so killed, injured or ill.

**C.1.2.7** PROVIDED ALWAYS that:-

the expenses referred to in paragraphs C.1.2.1 to C.1.2.6 shall not include wages, which shall be recoverable hereunder as follows:-

**C.1.2.7.1** wages paid to an injured or ill person for any period while he is undergoing medical or hospital treatment abroad, or while he is being repatriated;

- C.1.2.7.2** wages paid to substitutes (as referred to in paragraph C.1.2.6) engaged abroad, but only while awaiting and during repatriation.
- C.2** **Wages and expenses consequent upon shipwreck or actual or constructive total loss**
- Liability of the insured owner for the following wages and expenses when consequent upon shipwreck or actual or constructive total loss of the entered ship:-
- C.2.1** any expenses of repatriating the master, seamen, members of the crew of or other persons carried on board the entered ship;
- C.2.2** any wages payable to the master, seamen or members of the crew of the entered ship during unemployment consequent upon such shipwreck or actual or constructive total loss of the entered ship.
- C.3** **Loss of seamen's effects**
- Any sums which the insured owner may be liable to pay to the master, seamen or members of the crew of an entered ship in respect of the loss of their effects.
- C.4** **Captured or detained crew**
- C.4.1** Payments made in respect of members of the crew of an entered ship who are captured or detained, provided that such payments are made in accordance with agreements approved by the managers.
- C.4.2** Payments made to dependents of members of the crew of an entered ship who are detained in circumstances which the board in its discretion consider would have given rise to a claim under rules 2.C.1.1 or 2.C.1.3 had the entered ship been detained. The amount recoverable shall be assessed by the board which decision shall in all respects be final.
- C.5** **Collision with another ship**
- C.5.1** If the entered ship shall come into collision with any other ship, any liability for loss, liability, cost or expense which arises out of the collision and which is incurred by the insured owner for any of the following:-
- C.5.1.1** loss of or damage to any other ship or property thereon;
- C.5.1.2** delay to or loss of use of any other ship or property thereon;
- C.5.1.3** general average, salvage of, or salvage under contract of, any other ship or property thereon;
- C.5.1.4** removal or disposal or obstructions, wrecks, cargoes or any other thing whatsoever;
- C.5.1.5** any real or personal property or anything whatsoever (except other ships or property on other ships);
- C.5.1.6** the cargo or other property on the entered ship, or general average contributions, special charges or salvage paid by the owners of that cargo or property;
- C.5.1.7** loss of life, personal injury or illness.

**C.5.2** PROVIDED ALWAYS that:-

the club's liability under paragraph C.5 shall be only for such collision liability as falls within one or more of the following heads, namely:-

**C.5.2.1** It would have been recoverable under the Institute Time Clauses – Hulls (edition of 1.10.83 or any subsequent edition or amendment thereof current at the date of the casualty) had the ship been insured on such terms, but for the War Exclusion Clause, the Strikes Exclusion Clause, the Malicious Acts Exclusion Clause and the Violent Theft, Piracy and Barratry Exclusion Clause inserted therein or, as the case may be, the Institute Time Clauses – Freight (edition of 1.8.89 or any subsequent edition or amendment thereof current at the date of the casualty) had this ship been insured on such terms, but for the War Exclusion Clause, the Strikes Exclusion Clause or the Malicious Acts Exclusion Clause inserted therein.

**C.5.2.2** It would have been recoverable under the P&I class rules of The Standard Club Asia Ltd, had the entered ship been entered therein, but for the exclusion of war risks in rule 4.3 of the P&I class rules of The Standard Club Asia Ltd for the policy year commencing 20th February 2019 set out below, or any subsequent edition or amendment thereof current at the date of the casualty:

“rule 4.3

Unless otherwise agreed by the managers, there shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents, incurred as a result of:

- (1) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism;
- (2) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- (3) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save that this exclusion does not apply to liabilities which arise solely by reason of:
  - a the transport of any such weapons whether on board the ship or not; or
  - b the use of any such weapons, either as a result of government order or with the agreement of the board or the managers, where the reason for such use was the avoidance or mitigation of liabilities which would otherwise fall within the cover given by the club.

In the event of any dispute as to whether or not any act constitutes an act of terrorism, the decision of the board shall be final.”

**C.6** **Damage to fixed and floating objects**

Liability of the insured owner for loss of or damage to any harbour, dock, pier, jetty, land, water or any fixed or movable thing whatsoever (not being another ship or any property thereon).

**C.7** **Damage to vessels otherwise than by collision**

Liability of the insured owner for loss of or damage to any other ship or any property thereon, and costs and expenses incidental thereto, occasioned otherwise than by collision with the entered ship.

## **C.8 Wreck removal**

Liability of the insured owner for costs and expenses of or incidental to the raising, removal, destruction, lighting or marking of the wreck of an entered ship.

PROVIDED ALWAYS that:-

**C.8.1** the value of all stores and materials saved, as well as of the wreck itself, shall first be deducted from such costs, charges and expenses, and only the balance thereof, if any, shall be recoverable from the club;

**C.8.2** nothing shall be recoverable from the club under paragraph C.8 if the insured owner shall, without the consent of the managers in writing, have transferred his interest in the wreck, otherwise than by abandonment, prior to the raising, removal, destruction, lighting or marking of the wreck.

## **C.9 Pollution**

**C.9.1** Losses, liabilities, costs or expenses of the insured owner arising from any escape of or discharge of or threatened escape of or discharge of oil or of any other substance.

**C.9.2** The club shall not provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the insured owner under the Tanker Oil Pollution Indemnification Agreement 2006 (TOPIA 2006) to contribute to the IOPC Supplementary Fund.

## **C.10 Cargo**

Liability of the insured owner in respect of cargo intended to be or being or having been carried on an entered ship.

PROVIDED ALWAYS that:-

the club's liability hereunder shall be subject to the same provisos and conditions (apart from rule 4.3 of the P&I class rules of The Standard Club Asia Ltd) as are included in the P&I class rules of The Standard Club Asia Ltd relating to liability for loss or shortage of and damage to or responsibility in respect of cargo or other property carried in an entered ship.

## **C.11 Breach of any contract of carriage incurred by direction of the club**

Liability of the insured owner in respect of the entered ship for breach of outstanding contracts of carriage resulting from compliance with orders, prohibitions or directions of the board.

## **C.12 Other liabilities and expenses**

Any other loss, liability, cost or expense other than those set out in paragraphs C.1 to C.10 which would have been recoverable under the P&I class rules of The Standard Club Asia Ltd had the entered ship been entered therein, but for rule 4.3 of the P&I class rules of The Standard Club Asia Ltd.



**C.13****Legal costs**

Legal costs and other similar charges which the insured owner may incur in respect of, or in avoiding or attempting to avoid, any liability or expenditure against which he is insured by rule 2 part A and/or paragraphs C.1 to C.11, provided that such costs have been incurred with the written consent of the managers, or the board determine that such costs or expenses were reasonably incurred.



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