



TOKIOMARINE  
NICHIDO

# Protection and Indemnity Rules

THE TOKIO RULES (2023/2024)  
SPECIAL CLAUSES

Tokio Marine & Nichido Fire Insurance Co., Ltd.

# Protection and Indemnity Rules for the 2023/2024 policy year

of Tokio Marine & Nichido Fire Insurance Co., Ltd.

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# **THE TOKIO RULES (2023/2024)**

## **SECTION A: INSURANCE**

- 1.1 The rules contain the terms upon which P&I cover is given by the Tokio.
- 1.2 The standard risks against which a member is insured are set out in rule 3.
  - 1.3.1 A member may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed by the Tokio.
  - 1.3.2 Any such risks are covered subject to the terms, conditions, limitations and exclusions of the rules.
  - 1.3.3 - deleted -
- 1.4 No act, omission, course of dealing or forbearance or reimbursement by the Tokio shall be treated as any evidence of a waiver of the Tokio's rights under the rules.
  - 1.5.1 The rules and any contract of insurance between the club and any insured party are governed by and construed in accordance with English law. In particular, they are subject to and incorporate the Marine Insurance Act 1906 and upon its entry into force, the Insurance Act 2015 any statutory modifications unless such Acts or modifications may have been excluded by the rules or by any term of such contract.
  - 1.5.2 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 Tokio to avoid the policy in all circumstances.

- (2) Section 10 of the Act is excluded. As a result if the member or any insured party fails to comply with any warranty in these rules or any contract of insurance the Tokio 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 member or any insured party fails to comply with any term in these rules or any contract of insurance, the Tokio'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 of the Act is excluded. As a result, the Tokio shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any insured party and/or any affiliated or associated company of the member.
- (5) Section 13(A) of the Act is excluded. As a result, these rules or any contract of insurance between the club, the member and any insured party shall not be subject to any implied term that the Tokio 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.

1.6 The terms of entry and the insurance provided by the Tokio do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.16.

1.7 - deleted -

## **SECTION B: SCOPE OF COVER**

- 2.1 The liabilities in respect of which a member is insured by the Tokio must have arisen by reason of the member's interest in the ship, out of events occurring during the period of the ship's entry with the Tokio and in connection with the operation of the ship.
- 2.2 Under a charterer's entry, a member is entitled to recover for his liability to indemnify another person in respect of the risks set out in rule 3.
- 2.3 Where such liabilities would not have arisen but for the terms of any contract or indemnity, the contract or indemnity must either correspond to any specific requirements set out in rule 3 or rule 5, or have been approved by the Tokio.
- 2.4 A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and the certificate of entry.
- 2.5 A member is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the Tokio.

## SECTION C: RISKS COVERED

### Crew

Injury, illness or death 3.1.1 Liabilities in respect of the crew injury, illness or death.

Repatriation 3.1.2 Liabilities in respect of crew repatriation.  
Exclusion to rule 3.1.2  
Liabilities arising out of the termination of any agreement, or the sale of the ship, or any other act of the member in respect of the ship, unless the Tokio considers that such termination or other act was necessary in the interests of the safety of the ship or crew, or the proper running of the ship.

Substitute expenses 3.1.3 Expenses necessarily incurred in sending substitutes to replace crew who have died, are incapacitated or who have been left ashore in consequence of injury, illness, or desertion. Wages are only recoverable when payable to substitutes while awaiting and during repatriation.

Loss of effects 3.1.4 Loss of crew effects, excluding valuables.

Shipwreck unemployment indemnity 3.1.5 Wages or other compensation payable to crew arising out of the actual or constructive total loss of the ship.

Port expenses 3.1.6 Port and other charges as set out in rule 3.4 incurred in relation to crew.

Passengers 3.2.1 Liabilities in respect of the injury, illness or death of a passenger.

3.2.2 Liabilities to passengers arising out of a casualty while they are on board the ship. For the purpose of this rule 'casualty' means collision, stranding, explosion, fire or any other cause affecting the condition of the ship so as to render her incapable of safe navigation to her intended destination; or a threat to the life, health or safety of passengers.

3.2.3 Loss of or damage to a passenger's baggage or effects,

excluding valuables.

- 3.2.4 In respect of any liabilities arising under rule 3.2, the passenger contract must relieve the member of liability to the maximum extent permitted under the applicable law.

**Exclusions to rule 3.2**

- (1) Liabilities arising out of the carriage of a passenger by air unless they occur:
  - a during repatriation of an injured or sick passenger, or following a casualty to the ship; or
  - b during excursions from the ship, subject to exclusion (2) below.
- (2) Liabilities arising under a contract in respect of a passenger while on an excursion from the ship in circumstances where either:
  - a that contract has been separately entered into by the passenger for the excursion, whether or not with the member; or
  - b the member has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.

Third parties 3.3 Liabilities in respect of the injury, illness or death of any person other than crew or passenger.

Stowaways and refugees: port charges 3.4 Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, or, with the agreement of the Tokio, a deceased person, or landing or securing the necessary treatment for an injured or sick person, other than crew, including the net loss to the member in respect of fuel, insurance, wages, stores and provisions incurred for such purpose.

Life salvage 3.5 Sums due to a third party because he has saved or attempted to save the life of any person on or from the ship.

- Collision with other ships
- 3.6.1 One-fourth, or such other proportion agreed by the Tokio, of the liabilities arising out of a collision other than those set out in rule 3.6.3.
- 3.6.2 Under a charterer's entry, four-fourths of the liabilities arising out of a collision.
- 3.6.3 The liabilities arising out of a collision relating to:
- (1) the raising, removing, destroying, lighting or marking of wrecks, cargoes or other property
  - (2) damage done by such other ship to any property not being another ship or any cargo or other property therein
  - (3) loss of or damage to cargo or other property being carried in the ship; if the cargo is the property of the member, it is deemed to be fully insured, and the member is entitled only to recover from the Tokio the amount by which such indemnity exceeds the sum recoverable under such insurance
  - (4) the injury, illness or death of any person on board such other ship
  - (5) pollution liabilities as may be covered under rule 3.8.
- 3.6.4 That part of the member's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the ship in those policies. However, the Tokio may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the Tokio shall pay only the excess of the amount which would have been recoverable if the ship had been insured thereunder at such value.
- 3.6.5 There will be no recovery from the Tokio insofar as such collision liabilities are not recoverable under the hull policies by reason of any breach of such policies.
- 3.6.6 If both ships are to blame then, unless the liability of the



owners of one or both of them becomes limited by law, claims shall be settled upon the principle of cross-liabilities.

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|---|-------|---|
| Damage to other ships (other than by collision) | 3.7   | Liabilities for loss of or damage to, delay to, interference with rights in relation to, or liability for salvage or wreck removal costs incurred in respect of, any other ship or any cargo or other property therein caused other than by collision with the ship.  |
| Pollution                                       | 3.8.1 | Liabilities arising out of the discharge or escape from the ship of any substance.  |
|   | 3.8.2 | The costs of any measures reasonably taken after the discharge or escape of any substance from the ship for the purpose of avoiding or minimising any resulting loss, damage or contamination or cleaning up any resulting pollution, together with liability for any loss of or damage to property caused by any measures so taken.            |
|   | 3.8.3 | The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the ship of any substance.   |
|   | 3.8.4 | Extraordinary liabilities incurred as a result of complying with any order or direction given or any measures taken by any authority in connection with the ship or her cargo for preventing or reducing pollution or the risk thereof by the escape from the ship of any substance, excluding any permanent structural alteration to the ship. |
|   | 3.8.5 | Liabilities under a salvage agreement to compensate salvors for work done or measures taken to prevent or reduce pollution or the risk thereof by the escape from the ship of any substance.  |
|   | 3.8.6 | Liabilities incurred after the ship has become a wreck arising from the discharge or escape from such wreck of any substance.   |

- 3.8.7 Liabilities for which a member may be liable or otherwise incurs as a party to STOPIA and/or TOPIA. A member insured in respect of a ‘relevant ship’ as defined in STOPIA and/or TOPIA shall, unless otherwise agreed by the Tokio, be a party to STOPIA and/or TOPIA for the period of entry of that ship in the Tokio. Unless agreed by the Tokio otherwise determines, there shall be no cover under rule 3.8 in respect of such ship during a period when the member is not a party to STOPIA and/or TOPIA.
- 3.8.8 Liabilities in respect of pollution where such liabilities arise under rules 3.6, 3.7, 3.9, 3.10, 3.11 and 3.19.

**Exclusions to rule 3.8**

Unless the Tokio otherwise determines, there shall be no recovery in respect of:

- (1) Liabilities which but for the terms of any contract of carriage would have been allowed in general average adjusted under the unamended York Antwerp Rules 1994 or the unamended York Antwerp rules 2016.
- (2) Liabilities, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the ship whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.

- |  |        |   |
|--|--------|---|
| Damage to property (other than by pollution) | 3.9    | Liabilities for loss of or damage to, or interference with rights in relation to, any property not being any ship or any cargo or other property therein or the cargo or other property intended to be or being or having been carried in the ship. |
| Towage of the ship                           | 3.10.1 | Liabilities under the terms of a contract for the towage of the ship which:   |

- (1) relate to the risks specified in the other paragraphs of rule 3; and
- (2) arise under a contract for towage undertaken in the ordinary course of trading for the purpose of entering, leaving or manoeuvring within a port; or
- (3) arise under a contract for the towage of cargo barges; or
- (4) arise under a contract which has been approved by the Tokio.

Towage by  
the ship

3.10.2 Liabilities under the terms of a contract for, or arising out of, the towage by the ship of any ship or floating structure where:

- (1) such liabilities relate to the risks set out in the other paragraphs of rule 3; and
- (2) the towage is undertaken for the purpose of saving life or property at sea; or
- (3) the ship is towing under a United Kingdom, Netherlands or Scandinavian standard towage contract, the current Lloyd's standard form of salvage agreement - no cure no pay, or other towage contract containing similar exclusions of liabilities to these market forms; or
- (4) the contract is on knock-for-knock terms; or
- (5) a contract on knock-for-knock terms is likely to be unlawful or unenforceable in whole or part and the contract under which the towage takes place:
  - a does not impose on the member any liability to any person arising out of any act, neglect or default of the owner of the tow or any other person; and
  - b limits the liability of the member, or preserves his right to limit, to the maximum extent possible by law; or
- (6) the contract has been approved by the Tokio.

Wreck liabilities

3.11.1 Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship. The value of the wreck and all stores and materials saved must be deducted from any reimbursement and only the balance is recoverable.

- 3.11.2 Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the ship, cargo or any other property on board.
- 3.11.3 Liabilities resulting from the presence or involuntary shifting of the wreck of the ship, cargo or any other property on board caused by the casualty which led to the loss of the ship, cargo or any other property on board. Unless the Tokio otherwise determines, a member is not entitled to be reimbursed by the Tokio in respect of any liability incurred more than two years after the ship, cargo or any other property on board became a wreck.
- 3.11.4 Liabilities for or incidental to the raising, removal, destruction or disposal of cargo or any other property which is being, or has been, carried on the ship. The value of all cargo or any other property saved accruing to the member must be deducted from any reimbursement and only the balance is recoverable.

#### **Exclusions to rule 3.11**

- (1) There shall be no recovery if the member has, without the agreement of the Tokio, transferred his interest in the wreck other than by abandonment, at any time after the ship became a wreck.
- (2) There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck, or the raising, removal, destruction or disposal of cargo or any other property, was compulsory by law or was undertaken with the agreement of the Tokio.
- (3) Unless the Tokio otherwise determines, a member is not entitled to reimbursement in respect of any liability unless he took reasonable measures to raise, remove, destroy, light or mark the wreck, or raise, remove, destroy or dispose of cargo or any other property.
- (4) Unless the Tokio otherwise determines, there shall be no recovery unless the member has contracted for removal

of the wreck on terms which have been approved by the Tokio.

- (5) There shall be no recovery in respect of liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship unless the ship became a wreck as a result of a casualty. For the purpose of this rule ‘casualty’ means collision, stranding, explosion, fire or similar fortuitous event, but excludes any wreck caused by dereliction or neglect.

Quarantine expenses 3.12 Additional expenses incurred as a direct consequence of an outbreak of infectious disease on the ship, including quarantine and disinfection expenses, and the net loss to the member in respect of fuel, insurance, wages, stores, provisions, cargo handling and port charges.

**Exclusion to rule 3.12**

There shall be no recovery if at the time the ship was ordered to a port, the member knew, or should in the Tokio’s view reasonably have anticipated, that the ship would be quarantined, unless proceeding to the port was for the purpose of landing or securing the necessary treatment for an injured or sick person.

Cargo liabilities 3.13.1 Liabilities for loss or shortage of, or damage to, or other responsibility in respect of, cargo or other property intended to be, or being, or having been carried in, on or by the ship arising out of any breach by the member, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge and deliver such cargo or property, or out of unseaworthiness or unfitness of the ship.

- 3.13.2 The extra costs incurred by the member:
- (1) in the actual discharge or disposal of damaged or worthless cargo, provided that he can only recover such costs if he has no recourse to recover them from any

other party; or

- (2) as a direct consequence of the failure by cargo interests to collect or remove cargo from the place of discharge or delivery, provided that he can only recover such costs to the extent they exceed the proceeds of the sale of the cargo and he has no recourse to recover them from any other party; or
- (3) in restowing cargo which are necessarily incurred in order to continue the safe prosecution of the voyage following a casualty, provided that he has no right to recover them from any other party either in general average or otherwise. For the purpose of this paragraph, 'casualty' means collision, stranding, explosion, fire or similar fortuitous event.

3.13.3 Liabilities for loss of or damage to or other responsibility to cargo or other property being carried by means of transport other than the ship, under a contract of carriage, approved by the Tokio, providing for carriage partly to be performed by the ship.

**Exclusions to rule 3.13**

Unless the Tokio otherwise determines, there shall be no recovery in respect of liabilities arising out of:

- (1) the carriage of cargo on contractual terms more onerous to the carrier than those of the Hague or Hague-Visby Rules, or equally wide exemptions of the carrier from liability, save where it is on such terms solely by reason of the incorporation by law of either the Hamburg Rules or other terms of mandatory application, or parts thereof, to the extent that the liabilities exceed those which would have been incurred had the contract been on the Hague, Hague-Visby or Hamburg or other terms of mandatory application as applicable, unless the contract has been approved in advance by the Tokio.
- (2) a deviation, or as a consequence of a deviation, from the contractually agreed voyage, which may deprive

Hague and  
Hague-Visby  
rules

Deviation

the member of the right to rely on defences or rights of limitation which would otherwise have been available to him, unless the Tokio has agreed that cover may continue unprejudiced.

- Loading (3) the failure to arrive or late arrival of the ship at a port of loading, or the failure to load or delay in loading any particular cargo other than under a bill of lading already issued
- Discharge (4) the discharge of cargo at a place other than that stipulated in the contract of carriage
- Documentation and delivery (5) the delivery of cargo carried under a negotiable document of title (including an electronic bill of lading) without production (or the equivalent thereof in the case of an electronic bill of lading) of that document by the person to whom delivery is made except where the cargo has been carried:  
under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the member may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the member providing for carriage in part upon the ship and in part upon another ship or by another mode of transport; or  
under the terms of an electronic trading system approved by the Tokio and has been properly delivered to the person so entitled in accordance therewith.
- (6) delivery of cargo carried under a non-negotiable document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the member is required by any other law to which he is subject to deliver or relinquish custody or control of the cargo, without production of such document

- (7) the issue of a document containing or evidencing the contract of carriage recording the loading or shipment or receipt for shipment on a date other than the date on which the cargo was in fact loaded, shipped or received
  - (8) a document containing or evidencing the contract of carriage issued with the knowledge of the member or his master with an incorrect description of the cargo or its quantity or condition
- Finished steel products
- (9) the carriage of finished steel products, unless the member has arranged for a preloading survey to be carried out by a club-approved surveyor at each port of shipment, and the bills of lading have been claused in accordance with the findings of the surveyor as to the condition of cargo at the time of loading
- Deck cargo
- (10) loss of, damage to or responsibility in respect of cargo carried on deck unless it is carried under a contract of carriage which permits it to be carried on deck and the contract states that it is being so carried and either it exonerates the member from all liability in respect of such cargo or it applies the Hague or Hague-Visby Rules to such cargo, or it is customary to carry such cargo on deck, or such carriage has been approved by the Tokio
- Valuables
- (11) the carriage of valuables, unless such carriage has been approved by the Tokio.
- Value declared on bill of lading
- (12) goods carried under a document containing or evidencing the contract of carriage where the value per unit, piece or package has been stated to be in excess of US\$2,500, or the equivalent in any other currency, which may deprive the member of the right to rely on defences or rights of limitation which would otherwise have been available to him, to the extent that such liabilities exceed that sum.



Unrecoverable general average contributions 3.14 The proportion of general average, special charges or salvage which the member is or would be entitled to claim from cargo or from another party which is not recoverable solely by reason of a breach of the contract of carriage.

**Exclusions to rule 3.14**

- (1) If the contribution is irrecoverable by reason of a deviation, rule 3.13 exclusion (2) applies to any claim under rule 3.14;
- (2) The Tokio may reject or reduce a claim if the contract of carriage under which the cargo was being carried did not include Article IV Rule (2)(a) of the Hague Rules, as amended by the Hague-Visby Rules, or an equally wide exemption from liability.

Ship's proportion of general average 3.15 Ship's proportion of general average, special charges or salvage not recoverable under the hull policies by reason of the value of the ship being assessed at a sound value in excess of the insured value under the hull policies. The Tokio may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the Tokio shall pay only the amount of the ship's proportion of general average which would not have been recoverable under the hull policies, if the ship had been insured thereunder at such value.

Fines 3.16 Fines imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify:

3.16.1 for short or over delivery of cargo, or for failure to comply with regulations concerning the declaration of goods or the documentation of cargo (other than fines or penalties arising from the smuggling of goods or cargo or any attempt thereat)

3.16.2 for breach of any immigration law or regulation

- 3.16.3 in respect of the accidental escape or discharge of any substance, so long as the member is insured for pollution liabilities by the Tokio subject to his terms of entry and the relevant limit of liability.
- 3.16.4 for any other matter to the extent that the member has satisfied the Tokio that he took all such steps as appear to the Tokio to be reasonable to avoid the event giving rise to the fine; in addition, any amounts claimed in respect of such fine are recoverable only to the extent the Tokio may determine.

**Exclusions to rule 3.16**

Unless the Tokio otherwise determines, there shall be no recovery in respect of a fine imposed for or arising out of:

- (1) overloading
- (2) illegal fishing
- (3) any personal act or default on the part of the member or his managers
- (4) wilful misconduct on the part of any person unless the member has been compelled by law to pay the fine.

Enquiry expenses	3.17	Costs and expenses incurred in protecting a member's interests before a formal enquiry into a casualty to the ship where, in the opinion of the Tokio, a claim upon the Tokio is likely to arise, or in other cases as the Tokio determines.
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Confiscation of ships by customs authorities	3.18	Loss of the ship following its confiscation by any legally empowered body in respect of the infringement of any customs law or regulation but only if and to the extent that, notwithstanding rule 5.1, the Tokio decides that the member shall recover from the Tokio.
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**Exclusions to rule 3.18**

- (1) The amount recoverable shall not exceed the market value of the ship at the date of the confiscation.
- (2) The member must have satisfied the Tokio that he took all such steps as appear to the Tokio to be reasonable

to prevent the infringement of the customs law or regulation giving rise to the confiscation.

- (3) No claim will be considered by the Tokio until the member has been deprived of his interest in the ship.

Sue and labour      3.19      Extraordinary costs and expenses, including legal, survey, expert and correspondent fees, reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the Tokio and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the Tokio, but only to the extent that those costs and expenses have been incurred with the prior agreement of the Tokio, or to the extent that the Tokio determines.

**Exclusion to rule 3.19**

Unless the Tokio otherwise decides, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the member is insured by the Tokio been incurred.

Omnibus      3.20      Any liabilities which the Tokio may determine to be within the scope of P&I cover, but only to the extent that it decides that the member shall recover from the Tokio.

## **SECTION D: EXCLUDED RISKS**

- Risks covered by hull and war risks policies 4.1 Unless otherwise agreed by the Tokio, there shall be no recovery from the Tokio in respect of any liabilities which would be recoverable from underwriters if the ship were, at the time of the incident giving rise to such liabilities, fully insured under hull policies on terms equivalent to those of the usual Lloyd's marine policy with the Institute Time Clauses (Hulls) 1.10.83 attached or to the extent that the ship was fully insured to a proper value (being the market value of the ship without commitment) under a P&I war risks policy including piracy risks. The Tokio may determine the proper value for which the ship should have been insured under the P&I war risks policy. Unless otherwise agreed by the Tokio, there shall be no recovery in respect of any franchise or deductible borne by the member under such policies.
- Double insurance 4.2 Unless otherwise agreed by the Tokio, there shall be no recovery in respect of any liabilities recoverable under any other insurance or which would have been so recoverable:
- (1) apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance; and
  - (2) if the ship had not been entered in the Tokio with cover for the risks set out in the rules.
- War risks 4.3 Unless otherwise agreed by the Tokio, 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 Tokio, where the reason for such use was the avoidance or mitigation of liabilities which would otherwise fall within the cover given by the Tokio.

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

Radioactive 4.4  
contamination

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, directly or indirectly caused by or arising from:

- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the ship, and such further exceptions as the Tokio may

approve.

- Guarantees, 4.5 Notwithstanding the exclusions in rules 4.3 and 4.4, the Tokio  
undertakings will discharge on behalf of the member liabilities arising  
and certificates under a demand made pursuant to the issue by the Tokio or  
the club on behalf of the member of:
- (1) a guarantee or other undertaking to the Federal Maritime Commission under Section 2 of the US Public Law 89-777; or
  - (2) - deleted -
  - (3) an undertaking to the International Oil Pollution Compensation Fund 1992 in connection with STOPIA.
  - (4) - deleted -
  - (5) - deleted -
  - (6) - deleted -
  - (7) - deleted -
  - (8) any other guarantee, certificate or undertaking issued by the Tokio pursuant to any statute, convention, treaty or law.
- 4.6 The member shall indemnify the Tokio to the extent that any payment under any such guarantee, undertaking or certificate is or would have been recoverable in whole or in part under a standard P&I war risks policy had the member entered into such policy and complied with the terms and conditions thereof.
- 4.7 The member agrees that any payment by the Tokio under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the Tokio, be by way of loan and there shall be assigned to the Tokio to the extent and on the terms the Tokio determines to be practicable, all the rights of the member under any other insurance and against any third party.

Unlawful            4.8      No claim is recoverable if it arises out of or is consequent  
sanctionable            upon the ship blockade-running or being employed in an  
and hazardous            unlawful, prohibited or sanctionable carriage, trade, voyage or  
trades                      operation, or if the provision of insurance for a carriage, trade,  
   voyage or operation is or becomes unlawful, prohibited or  
   sanctionable or if the Tokio determines that the carriage, trade  
   or voyage or operation was imprudent, unsafe, unduly  
   hazardous or improper.

## **SECTION E: EXCLUDED LOSSES**

- 5 Except as provided in this rule or otherwise agreed by the Tokio, there shall be no recovery in respect of:
- Hull damage 5.1 Loss of or damage to the ship or any part thereof, save as provided for in rule 3.18.
- Equipment damage 5.2 Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the ship to the extent that they are owned or leased by the member or any associated company.
- Repairs 5.3 The cost of repairs to the ship or any charges or expenses in connection therewith save as provided for in rules 3.14 and 3.15.
- Loss of hire 5.4 Loss of freight, hire, time, market, production, profit or any other direct or indirect losses whatsoever or any proportion thereof in relation to the ship, unless such loss, with the agreement of the Tokio, forms part of a claim for liabilities in respect of cargo.
- Detention 5.5.1 Loss arising out of demurrage on, detention of, or delay to the ship or, except as provided for in rules 3.1.6 and 3.4, running costs of the ship, unless such costs, with the agreement of the Tokio, form part of a claim for liabilities in respect of cargo.
- 5.5.2 Liabilities arising out of arrest or detention of or delay to the ship pursuant to a claim against the member liability for which is not covered under the rules.
- Cancellation 5.6 Loss arising out of the cancellation of any contract or engagement in relation to the ship.
- Bad debts 5.7 Loss arising out of irrecoverable debts or the insolvency of any person.



Pollution	5.8	Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.8.
Salvage	5.9	Salvage or other services in the nature of salvage provided to the ship, and any liabilities in connection therewith, other than such as may be covered under rules 3.5, 3.8.5, 3.14 or 3.15.
	5.10	Liabilities arising out of salvage operations (including wreck removal) conducted by the ship or provided by a member other than liabilities arising out of salvage operations conducted by the ship for the purpose of saving or attempting to save life at sea.
Specialist operations	5.11	<p>Liabilities incurred during the course of performing specialist operations including but not limited to dredging, blasting, pile-driving, well intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, power generation, and such other operations as the Tokio may agree, to the extent that such liabilities arise as a consequence of:</p> <ol style="list-style-type: none"> <li>(1) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or</li> <li>(2) the failure to perform such specialist operations by the member or the fitness for purpose or quality of the member's work, products or services; or</li> <li>(3) any loss of or damage to the contract work including, but not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the ship is working, or to be used up or consumed in the completion of such project.</li> </ol>

This exclusion does not apply to liabilities incurred in respect of:

- a injury, illness or death of any person on board the ship
  - b wreck removal of the ship
  - c oil pollution emanating from the ship or the threat thereof
- but only to the extent that such liabilities are covered by the Tokio in accordance with these rules.

5.12.1 Liabilities incurred in respect of the ship, being a ship or any other description of vessel or unit constructed or adapted for the purpose of carrying out drilling operations in connection with oil or gas exploration or production.

Drilling and  
production  
operations

5.12.2 Liabilities incurred in respect of the ship, being any ship carrying out drilling or production operations in connection with oil or gas exploration or production, to the extent that such liabilities arise out of or during drilling or production operations.

5.12.3 A ship shall be deemed to be carrying out production operations if, inter alia, it is a storage tanker or other ship engaged in the storage of oil, and either the oil is transferred directly from a producing well to the storage ship; or the storage ship has oil and gas separation equipment on board and gas is being separated from oil while on board the storage ship other than by natural venting.

5.12.4 If the ship is carrying out production operations, rule 5.12.2 shall apply from the time that a connection, whether directly or indirectly, has been established between the ship and the well pursuant to a contract under which the ship is employed until such time that the ship is finally disconnected from the well in accordance with that contract.

Heavy lift  
ships

5.13 Loss of or damage to or wreck removal of cargo carried on a semisubmersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the

extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the Tokio.

- |                          |      |   |
|--------------------------|------|---|
| Submarines<br>and divers | 5.14 | Liabilities incurred in connection with any claim arising out of: <ol style="list-style-type: none"><li>(1) the operation by the member of submarines, mini submarines, diving bells or remotely operated underwater vehicles; or</li><li>(2) the activities of professional or commercial divers where the member is responsible for such activities, other than:<ol style="list-style-type: none"><li>a activities arising out of salvage operations being conducted by the ship where the divers form part of the crew of that ship (or of diving bells or other similar equipment or craft operating from the ship) and where the member is responsible for the activities of such divers; and</li><li>b incidental diving operations carried out in relation to the inspection, repair or maintenance of the ship or in relation to damage caused by the ship; and</li><li>c recreational diving activities.</li></ol></li></ol> |
| Non-marine<br>personnel  | 5.15 | Liabilities incurred in respect of: <ol style="list-style-type: none"><li>(1) personnel (other than marine crew) on board the ship, employed otherwise than by the member, where the ship is providing accommodation to such personnel in relation to their employment on or about an oil or gas exploration or production facility, unless a contractual allocation of risk has been approved by Tokio</li><li>(2) hotel and restaurant guests and other visitors and catering personnel of the ship when she is moored (other than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.</li></ol>   |

Waste disposal	5.16	Liabilities incurred in connection with any claim brought against the member arising out of waste incineration or disposal operations carried out by the ship, other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations.
Paperless trading	5.17	<p>Liabilities and losses arising from the use of any electronic trading system, other than an electronic trading system approved by the Tokio, to the extent that such liabilities and losses would not (save insofar as the Tokio otherwise determines) have arisen under a paper trading system.</p> <p>For the purpose of this rule:</p> <p>(1) an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which:</p> <ul style="list-style-type: none"> <li>a are documents of title; or</li> <li>b entitle the holder to delivery or possession of the goods referred to in such documents; or</li> <li>c evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party</li> </ul> <p>(2) a ‘document’ shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically-generated information.</p>
Direction of the Tokio	5.18	The liabilities set out in rule 5 may be recoverable to the extent that they may be treated as expenses arising under rule 3.19, or are approved by the Tokio.

## SECTION F: SCOPE OF RECOVERY AND LIMITS

- Net loss            6.1     If a member incurs any of the liabilities set out in rule 3, he is entitled to recover the net amount of such liabilities, deducting any costs and expenses which would have been incurred in any event together with any savings accruing to him and any recoveries made by him, unless otherwise agreed by the Tokio.
- Limits of recovery    6.2.1    Unless and to the extent the Tokio otherwise determines, under no circumstances shall the recovery by any person exceed:
- (1) the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;
  - (2) any other limit contained in these rules or set out in the member's certificate of entry;
  - (3) if less than the full tonnage of the ship is entered with the Tokio, such proportion of the amount referred to in rule 6.1, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the ship
- 6.2.2    If the claims of all insured parties in respect of liabilities insured by the Tokio exceed or may exceed in the aggregate any limit of cover set out in the rules or in the certificate of entry:
- (1) the member shall be entitled to recover in respect of such claims in priority to the claims of any other insured parties and any joint entrants shall be entitled to recover in respect of such claims in priority to the claims of any co-assureds;
  - (2) where the aggregate of the claims of the member exceeds or may exceed the said limit, the member shall be entitled to recover in respect of such claims to the exclusion of any claims of any other insured parties;
  - (3) where the aggregate of the claims of any joint entrants

exceeds or may exceed the said limit or any part thereof remaining after application of rule 6.2.2 (1), any joint entrant shall be entitled to recover in respect of such claims

- a to the exclusion of any claims of any co-assureds; and
  - b only such proportion of the remaining part of the limit as the claim of that joint entrant bears to the total of all claims of all joint entrants;
- (4) where the aggregate of the claims of any co-assureds exceeds or may exceed the said limit or any part thereof remaining after the application of rules 6.2.2 (1) and (3), any co-assured shall be entitled to recover in respect of such claims only such proportion of the remaining part of the limit as the claim of that co-assured bears to the total of all claims of all co-assureds.

6.2.3 If in the opinion of the Tokio the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the Tokio may defer payment of a claim or any part thereof.

6.2.4 a. Where a guarantee, undertaking or certificate provided for in rule 4.5 or other bail or security has been issued and in the opinion of the Tokio the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the Tokio:

- (1) may defer payment of a claim or any part thereof as they see fit; and
  - (2) shall not be under any obligation to reimburse a member until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or certificate, or such other bail or security, have been or can be satisfied within such limit.
- b To the extent that the claims of all insured parties or liabilities discharged by the Tokio in the aggregate exceed the said limit, any payment by the Tokio under any such

guarantee, undertaking or certificate, or such other bail or security, shall be by way of loan and the member shall indemnify the club promptly upon demand in respect of such payment and there shall be assigned to the Tokio to the extent and on the terms the Tokio determine to be practicable, all the rights of the member under any other insurance and against any third party.

6.3 Any limits on the cover provided by the Tokio apply in the aggregate to all insured parties and affiliated or associated companies.

6.4 - deleted -

Recovery by owner for oil pollution claims 6.5 - deleted -

Recovery by owner for passenger and crew claims 6.6 - deleted -

6.7 - deleted -

6.8 - deleted -

Recovery by charterer and consortiums 6.9 - deleted -

Charterer (1) - deleted -

Consortium (2) - deleted -

(3) - deleted -

Member's property 6.10 If a claim arises following a collision involving two ships

belonging to the same member, he is entitled to recover from the Tokio, and the Tokio has the same rights, as if the ships had belonged to different owners.

6.11 If a claim arises under rules 3.7 or 3.9 following loss of or damage to any ship, cargo or other property or object belonging to the member in respect of whose ship the claim arose, the member is entitled to recover from the Tokio, and the Tokio has the same rights, as if such ship, cargo or other property or object lost or damaged had belonged to a third party, but only to the extent that such loss or damage is not recoverable under any other insurance upon the said ship, cargo or other property or object.

6.12 If the cargo in respect of which a claim arises under rule 3.13 is the property of the member, he is entitled, subject to the exclusions to rule 3.13, to recover such liabilities as would have been recoverable if that property belonged to a third party and that third party had concluded a contract of carriage with the member.

Amounts owing to the Tokio 6.13 The Tokio is not liable to make any payment in respect of any claim while any sum is due from the member, or due in respect of a ship entered under the same group rating agreement; however, if any payment is made, the Tokio may deduct any sum which is due from a member relating to any policy year.

Interest 6.14 In no case is interest payable on sums due from the Tokio.

Pay to be paid 6.15 Unless the Tokio otherwise determines, it is a condition precedent of a member's right to recover in respect of any liabilities that he must have first discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.



- Crew claims
- 6.16.1 Notwithstanding rule 6.15, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, the Tokio shall discharge or pay such claim on the member's behalf directly to such crew-member or dependant thereof.
- 6.16.2 There shall be no recovery unless the crewmember or dependant has no enforceable right of recovery against any other party and would otherwise be uncompensated.
- 6.16.3 Subject to rule 6.16.4, the amount payable by the Tokio shall under no circumstances exceed the amount which the member would have been able to recover from the Tokio under the rules and his terms of entry.
- 6.16.4 Where the Tokio is under no liability to the member by virtue of rule 17.3, the club shall nevertheless discharge or pay that claim to the extent only that it arises from an event occurring prior to the date of cancellation, but as agent only of the member, and the member shall be liable to reimburse the Tokio for the full amount of such claim.
- Deductibles
- 6.17 Any sum recoverable shall be subject to such deductible as set out in the certificate of entry.
- 6.18 The Tokio may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member. Although the Tokio may pay the costs of such legal proceedings, the member shall bear any damages therein adjudged or awarded against him.
- Wilful misconduct
- 6.19 Unless the Tokio otherwise decides, no claim is recoverable in respect of any liabilities which in the opinion of the Tokio have been incurred owing to the privity or wilful misconduct of an insured party.

Obligation to sue and labour	6.20	A member must at all times take all reasonable steps to avoid or minimize any loss, damage or liability in respect of which he may be insured by the Tokio. If a member is in breach of this obligation, the Tokio may reject any claim by the member for reimbursement or reduce the sum payable by the Tokio.
Waiver of subrogation	6.21	Where a charterer or other party is named as a joint entrant or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint entrant or co-assured are waived only where the Tokio has agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the member or other joint entrant under the terms of the relevant contract and not to any liabilities which are to be borne by the charterer or other party unless otherwise agreed by the Tokio.
Sanctions	6.22	- deleted -

## **SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS**

- Notification 7.1 A member must promptly notify the Tokio in writing:
- (1) of every matter; and
  - (2) of every claim made by a third party against him
- which may lead to a claim for recovery, and in all events no later than 12 months after the member or his agents become aware or ought reasonably to have been aware of such matter or claim.
- 7.2 A member must submit his claim for reimbursement of any liabilities within 12 months of discharging or settling them, and must produce in support of each claim all information the Tokio may require.
- Documentation 7.3 A member must notify the Tokio of any information or documentation in his power, custody, control or knowledge relevant to any matter and must, as soon as requested by the Tokio, give to the Tokio and/or to the experts or lawyers appointed to act on his behalf all such documentation and allow it to be inspected and copied.
- 7.4 A member must allow the Tokio, or the appointed experts or lawyers, to interview any person employed by the member whom the Tokio considers may have knowledge of the matter. If any such person is required to give evidence at any legal proceedings relating to a matter, the member will use his best endeavours to make sure he attends.
- Developments 7.5 A member must keep the Tokio fully informed of the progress of any matter which will or may cause the member to incur liabilities for which he is or may be insured by the Tokio in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.
- Settlement 7.6 A member must not settle, compromise or admit liability for any matter for which he is or may be insured by the Tokio in

whole or in part without the approval of the Tokio or without complying with any requirements of the Tokio for making provision for any costs or expenses incurred by the Tokio. If he does so, he will be liable to pay by way of indemnity to the Tokio such sum as the Tokio may determine against the costs or expenses it may have been put to in respect of such matter.

Recovery 7.7 Where a member has made a claim against another party and has become entitled to a recovery there shall be credited and paid to the Tokio from such recovery an amount corresponding to the sum paid by the Tokio, including any interest and costs, or such lesser sum as the Tokio may determine.

7.8 A member who incurs any costs or expenses without the agreement of the Tokio, or without the matter being conducted by an expert or lawyer appointed or previously approved by the Tokio, will not be entitled to reimbursement of such costs or expenses by the Tokio without the approval of the Tokio.

Evidence 7.9 A member must not withhold or conceal any evidence which it is or may be relevant to disclose, or make any false statement. If such evidence is withheld or concealed or false statement is made any liabilities already incurred or reimbursed by the Tokio must be repaid by the member.

Powers of the 8.1 The Tokio has the right to control or direct the conduct of any Tokio relating matter or legal proceedings relating to any liabilities in respect to the handling of which the member is or may be insured by the Tokio in of claims whole or in part, and in particular to direct the member to use a particular expert or lawyer.

8.2 The Tokio has the right to require the member to settle, compromise or otherwise dispose of any matter or proceeding in such manner as they see fit.

8.3 The Tokio may at any time on notice to the member withdraw

their approval of any expert or lawyer appointed to act on behalf of the member; in such circumstances the member will have no further entitlement to reimbursement of any of the costs or expenses of that expert or lawyer unless and to the extent the Tokio otherwise determines.

- 8.4 The Tokio may at any time appoint, on behalf of a member at the expense of the Tokio subject to any applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the member is or may be insured by the Tokio in whole or in part.
- Effect of non compliance 8.5 If a member fails to comply with any requirement under rules 7 and 8, the Tokio shall not be under any obligation to reimburse him unless the Tokio otherwise determines.
- Security 9.1 The Tokio is under no obligation to provide security on behalf of a member, but where it is provided it shall be on such terms as the Tokio considers appropriate and shall not constitute any admission of liability by the Tokio for the claim in respect of which it is given.
- 9.2 A member on whose behalf the Tokio or the club has provided security, with or without the member's express authority, shall on demand replace the security or pay to the Tokio a sum corresponding to the amount of such security whether or not such amount may be recoverable in whole or in part from the Tokio.
- 9.3 In no case shall the Tokio be liable for the detention of the ship, or for any other detention or attachment of a member's assets, or for any damage whatsoever caused to a member by reason of the provision or non-provision of security.
- 9.4 A member shall upon demand reimburse the Tokio such sum or sums as the Tokio or the club has paid on his behalf or

under security provided by the Tokio or the club to the extent that such payment is, in the opinion of the Tokio, in respect of liabilities not recoverable from the Tokio.

## SECTION H: APPLICATION AND ENTRY

- Application      10.1      The applicant must make to the Tokio a fair presentation of the risk by providing the Tokio with all material particulars and information together with any additional particulars and information as the Tokio may require.
- 10.2      The applicant will 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.
- 10.3      - deleted -
- Entry              11.1      - deleted -
- Immediate  
termination      11.2      The member is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for ship certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation.  
Upon such disclosure, or failure to disclose, the Tokio may amend the member's premium rating or terms of entry, or terminate the entry in respect of such ship with effect from the time of disclosure or failure to disclose.
- 11.3      - deleted-
- 11.4      - deleted -
- 11.5      - deleted -
- 11.6      The member warrants that he is, in relation to the ship:  
(1) her owner or charterer; or  
(2) a manager or operator having control of her operation and employment; or

(3) any other person in possession and control of her.

11.7 Under a charterer's entry, the member warrants that he will, unless otherwise agreed with the Tokio, declare to the Tokio all ships chartered by him.

Certificates  
of entry

12.1 The Tokio will send the member a certificate of entry stating the date of commencement of cover and the terms and conditions on which the ship has been accepted for insurance.

12.2 If at any time there is a variation in the terms of entry, the Tokio will send the member an endorsement stating the terms of such variation and the date from which such variation is to be effective.

12.3 Every certificate of entry issued is conclusive evidence as to its terms; if the Tokio believes that such documentation contains any error or omission they may issue a new certificate or endorsement which will be conclusive as aforesaid.

12.4 The Tokio may, with the consent of the member, provide a certificate of entry or endorsement either in writing or by electromagnetic means.

Joint entrants

13.1 The Tokio may accept an application from a member for another person or persons to become joint entrants in respect of that member's entry. Each joint entrant has an independent right of recovery from the Tokio.

13.2 Unless otherwise agreed by the Tokio, the member and all joint entrants are jointly and severally liable to pay all amounts due to the Tokio in respect of such entry.

13.3 a. The member and each joint entrant warrants that the joint entrant is, in relation to the ship:  
(1) interested in her operation, management or manning; or



- (2) the holding company or the beneficial owner of the member or of any person interested in her operation, management or manning; or
  - (3) a mortgagee of the ship or a financial institution (or its subsidiary or affiliate) leasing the ship as owner to the member; or
  - (4) the charterer.
- b. The liability of a joint entrant and the member to each other shall not be excluded nor discharged by reason of the joint entrant being accepted by the Tokio as a joint entrant in accordance with this rule 13. Any payment by the Tokio to the member in respect of any liabilities insured by the Tokio shall operate only as satisfaction but not exclusion or discharge of the joint entrant to the member.
- 13.4 The member warrants that he has at all times full power and authority to act in the name of and/or on behalf of all joint entrants.
- Co-assureds 13.5 The Tokio may accept an application from a member for another person or persons to become co-assureds in respect of that member's entry.
- 13.6 The liability of the Tokio to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of either the member or, as appropriate, an affiliated or associated charterer insured under the same entry, which, if the member or such affiliated or associated charterer has entered into a contract with the co-assured, means those liabilities which are to be borne by the member or the affiliated or associated charterer, as appropriate, under such contract. Cover does not extend to any amount to the extent that such amount would not have been recoverable from the Tokio by the member or the affiliated or associated charterer had the claim been made or enforced against him or to any liabilities to be borne by any of

the co-assureds under the said contract.

- 13.7 Once the Tokio has indemnified a co-assured it shall not be under any further liability to any person in respect of that claim.
- Insured parties 13.8 The receipt by an insured party of any sums paid by the Tokio in respect of such an entry is sufficient discharge by the Tokio for the same.
- 13.9 Any provision of the rules by which an insured party ceases either to be insured or to be entitled to recover from the Tokio is deemed to apply to all insured parties. Failure by an insured party to comply with any of the obligations under the rules is deemed to be the failure of all insured parties.
- 13.10 Conduct of an insured party which would have entitled the Tokio to decline to indemnify it is deemed to be the conduct of all insured parties.
- 13.11 The contents of any communication between an insured party and the Tokio is deemed to be within the knowledge of all insured parties.
- 13.12 The cover provided to joint entrants and co-assureds does not extend to any liabilities or disputes either among such joint entrants and co-assureds, or with the member.
- Charterer named as joint entrant or co-assured 13.13 a. Unless otherwise agreed by the Tokio, where a charterer is named as a joint entrant or co-assured, all insured parties, including such charterer, warrant that the charterer is either:  
(1) an affiliated or associated charterer; or  
(2) has contracted with the member or a joint entrant for the provision of services to or by the ship and that contract has been approved by the Tokio  
b. Any charterer named as a co-assured in accordance with

rule 13.13 a (2) above is only covered for liabilities which are to be borne by the member or other joint entrant under the terms of the relevant contract and would if borne by the member or that joint entrant, be recoverable by either from the Tokio.

- Group entries 13.14 The Tokio may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.
- 13.15 The member or a joint entrant must be designated group principal and any communication from or on behalf of the Tokio to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.
- 13.16 All persons entering ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the Tokio in respect of any and all ships in the same group.
- Affiliated and associated companies 13.17 In the case of a claim which would be recoverable from the Tokio being enforced against an affiliated or associated company of a member, but not of a joint entrant or a co-assured, such company shall, if the member so requires in writing, be entitled to recover such sum from the Tokio but only to the extent to which the member would have been entitled to recover if the claim had been enforced against him.
- Breach of warranty 13.18 In the event of any breach of the warranties set out in rules 10.2, 11.5, 11.6, and 13.4, all insured parties' insurance shall terminate automatically from the time of the breach. In such circumstances the member shall be, and remain, liable for all premium, including overspill calls, up to the time of the

breach.

13.19 In the event of any breach by a joint entrant or co-assured of the warranties set out in rules 13.3 and 13.13, the joint entrant's or co-assured's insurance shall terminate automatically from the time of the breach. If a joint entrant is in breach, he shall be, and remain, liable for all premium, up to the time of the breach.

Assignment 14.1 No insurance given by the Tokio and no interest under the rules or under any contract between the Tokio and any member may be assigned without the agreement of the Tokio. Any assignment made without such agreement shall, unless the Tokio otherwise determines, be of no effect and the assignee shall have no rights against the Tokio.

14.2 In the event that the Tokio agrees, the Tokio is entitled in settling any claim presented by the assignee to deduct or retain such amount as the Tokio may then estimate to be sufficient to discharge any actual or potential liabilities of the assignor to the Tokio.

## **SECTION I: SHIP STANDARDS AND RISK REVIEWS**

Classification and condition of ships 15.1 Unless otherwise agreed by the Tokio, the following are conditions of the insurance of every ship:

- (1) the ship must be and remain fully classed with a classification society approved by the Tokio, or, provided agreed by the Tokio, remain fully approved by the government authority responsible for ship certification for the trade in question (hereafter ‘society/authority’)
- (2) any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority
- (3) the member must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority
- (4) the Tokio may inspect any document, and/or obtain any information relating to the maintenance of the ship’s class or approval, in the possession of any society/authority with which the ship is or at any time has been classed or approved, and the member authorises such society/authority to disclose such documents and/or information to the Tokio for whatever purposes they may consider necessary
- (5) the member must comply with all statutory requirements of the ship’s flag state relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the ship and must at all times maintain the validity of such statutory certificates as are required or issued by or on behalf of the ship’s flag state, including those in respect of the ISM and ISPS codes.

15.2 Unless and to the extent the Tokio otherwise decides, a member is not entitled to any recovery in respect of any liabilities arising during a period when any of the conditions in rule 15.1 have not been complied with.

Ship risk reviews	<p>15.3.1 The Tokio may, as a condition of acceptance or renewal of entry in the club or at any time thereafter, appoint a surveyor to undertake a ship risk review in respect of an applicant's or member's ship within a specified period.</p> <p>In the light of such ship risk review, the Tokio may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.</p> <p>15.3.2 If the applicant's or member's ship is not made available for a ship risk review within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the ship risk review has been carried out, unless the board otherwise determines.</p>
Operational reviews	<p>15.4 The Tokio may at any time, or following an incident which will or may cause the member to incur liabilities for which he may be insured by the club, appoint a surveyor to undertake a review of the member's operations within a specified period.</p> <p>If the ship review does not take place, within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the review has been carried out, unless the board otherwise determines.</p>
Surveys following lay-up	<p>15.5 In the event that a member has laid his ship up for more than 90 consecutive days he must, unless otherwise agreed by the Tokio, notify them of his intention to trade the ship at least seven days before she resumes trading.</p> <p>The Tokio may then require the member to have that ship undergo a ship risk review by a surveyor appointed by them.</p> <p>In the event that the member does not notify the club of his intention to trade the ship, no claim for recovery will be allowed unless the board otherwise determines.</p>
Effect on terms of entry	<p>15.6 In the light of a ship risk review or review of the member's operations the Tokio may:</p>

- (1) terminate the member's entry with immediate effect or from a time and date specified by a notice in writing to the member; or
- (2) amend, vary or impose conditions on the terms of entry as they see fit.

Effect of non compliance 15.7 Any recommendations made by the Tokio or a surveyor following any ship risk review or review of the member's operations must be carried out within a period specified by, and to the satisfaction of, the Tokio. If such recommendations are not carried out to the satisfaction of the Tokio within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed until such time as the recommendations have been carried out to the satisfaction of the Tokio, unless the Tokio otherwise determines.

Disclosure of survey reports 15.8 - deleted -

15.9 - deleted -

## **SECTION J: PERIOD OF INSURANCE**

- Policy year      16.1      Unless otherwise agreed at the time of entry or provided by the rules, the insurance provided by the Tokio begins at the time stated in the member's certificate of entry, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with the rules, from policy year to policy year.
- 16.2      If a member does not wish to continue the insurance in respect of the ship he must give notice in writing to the Tokio not later than 30 days before the expiry of the period of insurance.
- 16.3      The ship may not be withdrawn at any other time or in any other manner except with the consent of the Tokio.
- The Tokio's notice      16.4      The Tokio may, in respect of the ship, at any time and without giving any reason:  
(1) give to a member seven days' notice that he is not entitled to any recovery in respect of any claim arising during the period from expiry of that notice until such further time as the Tokio specifies; or  
(2) terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.
- Pro-rata premium      16.5      Subject to rules 18.8, a member is only liable for premiums in respect of the ship for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT:  
(1) on the day ownership was legally transferred; or  
(2) on the day the ship became an actual or constructive total loss or such later date as the Tokio may determine; or  
(3) on the date of cessation of insurance.
- Cessation of insurance      17.1      A member shall cease to be insured by the Tokio in respect of any and all ships entered by him if:



- (1) being an individual, he dies, becomes of unsound mind, or bankrupt or makes any arrangement with his creditors generally; or
- (2) being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding-up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.

17.2 A member shall cease to be insured by the Tokio in respect of any ship entered by him if:

- (1) he sells or assigns the whole or any part of his interest in the ship, unless the Tokio has agreed to such assignment and to an assignment of the relevant insurance by the Tokio pursuant to rule 14.1; or
- (2) the ship becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the Tokio decides, that the ship can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the ship, or such later date as the Tokio may determine; the Tokio may, however, agree to extend the period of insurance on such terms as they think fit; or
- (3) notice is given under rules 16.2 to 16.4 and is not withdrawn by agreement before the expiry of the period of insurance; or
- (4) the entry is terminated or ceases in accordance with rules 15 or 16.4; or
- (5) - deleted -

Cancellation  
of insurance

17.3 If a member fails to pay when due and demanded by the Tokio any sum owing from him to the Tokio including any sum for which he is liable under rule 13.16:

- (1) unless and to the extent the Tokio otherwise decides, a member will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the Tokio is paid in full; and
- (2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.

17.4 The Tokio may, but are not obliged to, specify the amount outstanding; any inaccuracy in the demand as to the amount stated to be owing shall not invalidate the notice unless there is no sum owing at all.

Effect of  
cessation  
of insurance

17.5 When a member ceases to be insured in respect of any ship or at all ('the date of cessation') then:

- (1) such member and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the ship was on risk, and previous policy years; and
- (2) the Tokio remains liable for all claims arising out of any event occurring prior to the date of cessation, but is under no liability for anything occurring after the date of cessation.

17.6 When a member ceases to be insured under rule 16.4 he remains liable for premium for the policy year in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.

17.7 When a member ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the Tokio in respect of wreck liabilities in accordance with rules 3.8.6 and 3.11, and on such other terms as may be agreed by the Tokio.

- Effect of  
cancellation  
of insurance
- 17.8 When a member's insurance is cancelled under rule 17.3 then:
- (1) if the cancellation occurs while the member is, but for the cancellation, insured, such member and his successors are, and remain, liable for all premium in respect of the policy year during which the date specified in the notice ('the date of cancellation') occurs pro-rata only for the period beginning with the date of entry and ending with the date of cancellation and in respect of previous policy years irrespective of whether or not notice has been given under rule 17.3;
  - (2) if the cancellation occurs after the member has ceased to be insured for some other reason, such member and his successors remain liable for all premium as provided for in rule 17.5(1);
  - (3) the Tokio ceases to be liable for any claims in respect of any ships entered by such member:
    - a which may arise by reason of any event occurring after the date of cancellation; or
    - b which have accrued or arisen during a policy year for which sums remained owing but unpaid by the member in full or in part at the date of cancellation; or
    - c which may have accrued or arisen in any year other than one referred to in (3)b above, whether or not the Tokio may have admitted liability for such claims or may have known, at the date of cancellation, that a claim was likely to accrue.

## SECTION K: PREMIUMS

Mutual premiums 18.1 - deleted -

18.2 - deleted -

Estimated total premium 18.3 - deleted -

18.4 - deleted -

18.5 - deleted -

18.6 - deleted -

Supplementary calls 18.7 - deleted -

Laid-up returns 18.8 If a ship is laid-up in a safe port without any cargo on board for 30 or more consecutive days after finally mooring there, the member is, subject to rule 18.9, allowed a pro-rata return of premium up to a maximum rate of 75%. Any lay-up return is reduced pro-rata for any period of shifting within the port during lay-up.

### Exclusions to rule 18.8

(1) - deleted -

(2) Unless otherwise agreed by the Tokio, there shall be no return if:

a there are crew on board the ship other than for security or for maintenance necessary for the safety of the ship; or

b repairs are carried out other than for the safety of the ship.

18.9 If a member does not notify and submit his claim for reimbursement to the Tokio in writing within three months

under rule 16.5, or within three months of the end of the policy year under rule 18.8, no allowance or return shall be made unless the Tokio otherwise determines.

- Releases
- 19.1 - deleted -
  - 19.2 - deleted -
  - 19.3 - deleted -
  - 19.4 - deleted -
  - 19.5 - deleted -
  - 19.6 - deleted -
  - 19.7 - deleted -
  - 19.8 - deleted -

- Payment
- 20.1.1 Any premium shall be designated in such currency, and be payable in such manner and at such time, as the Tokio may specify.
  - 20.1.2 Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the Tokio shall not be considered received by the Tokio until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the Tokio.
  - 20.1.3 Where the member has appointed a broker, payment by the Tokio to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the Tokio's liability to the member in respect of such sums.

Lien	20.2	The Tokio is entitled to, and the member grants, a lien on the ship in respect of any amount owed by the member to the Tokio.
Closed policy years	20.3	- deleted -
	20.4	- deleted -
	20.5	- deleted -
Reserves	20.6	- deleted -
Investment	20.7	- deleted -
	20.8	- deleted -
	20.9	- deleted -

## SECTION L: OVERSPILL CALLS AND CLAIMS

Payment	21.1	- deleted -
	21.2	- deleted -
	21.3	- deleted -
Levyng	21.4	- deleted -
	21.5	- deleted -
	21.6	- deleted -
	21.7	- deleted -
	21.8	- deleted -
Closing of policy years	21.9	- deleted -
	21.10	- deleted -
	21.11	- deleted -
	21.12	- deleted -
Security	21.13	- deleted -
	21.14	- deleted -
	21.15	- deleted -
	21.16	- deleted -
Recoverability	22.1	- deleted -

	22.2	- deleted -
	22.3	- deleted -
	22.4	- deleted -
Collectability of overspill calls	22.5	- deleted -
	22.6	- deleted -
	22.7	- deleted -
	22.8	- deleted -
	22.9	- deleted -
	22.10	- deleted -
	22.11	- deleted -
	22.12	- deleted -
	22.13	- deleted -
	22.14	- deleted -
	22.15	- deleted -
	22.16	- deleted -
	22.17	- deleted -



## SECTION M: GENERAL TERMS AND CONDITIONS

- Powers of the Tokio
- 23.1 - deleted -  
(1) - deleted -  
(2) - deleted -
- 23.2 - deleted -
- 23.3 Whenever the Tokio's 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.
- Disclosure
- 23.4 The Tokio shall be entitled to give disclosure of information relating to the member's business which has become known to the Tokio 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 Tokio's obligations.
- Notices
- 24.1 All notices and documents required by the rules to be given to the Tokio must be in writing and addressed to the Tokio.
- 24.2 All notices and documents required by the rules to be served on a member may be served as the Tokio decides either personally, or by post, fax or e-mail to him:
- (1) at his address as recorded by the Tokio; or
  - (2) at any other address he has notified the Tokio as being his address for service; or
  - (3) at any address of a broker or agent through whom any ship has been entered with the Tokio.
- 24.3 Every notice and document served personally is deemed served on the day of service; if served by post, fax or e-mail is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the Tokio's record of any electronic communication is

sufficient proof of service by other means.

Website	24.4	- deleted -
Personal data	24.5	Conditions relating to the sharing and processing of personal data between, by and/or on behalf of the club and the member pursuant to these rules are contained in a separate data sharing document available on the club's website.
Law and jurisdiction	25.1	All insured parties submit to the jurisdiction of the English Courts in respect of any action brought by the Tokio to recover any sums which the Tokio may consider to be due from an insured party. However the Tokio is entitled to commence and maintain any action to recover any sums which the Tokio may consider to be due from an insured party in any jurisdiction.
	25.2	- deleted -
	25.3	No insured party is entitled to maintain any legal proceedings against the Tokio unless and until the matter has been submitted to the Tokio and the Tokio has given its decision.
	25.4	If, after the dispute has been referred to the Tokio, an insured party does not accept the decision of the Tokio, the parties will attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and in English. The mediation agreement shall be governed by the substantive law of England. The English Courts shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of, or in connection with, the mediation.
	25.5	If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further

period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration in London before two arbitrators, one to be appointed by each of the parties, and an umpire to be appointed by the two arbitrators. The submission to arbitration and all the proceedings therein shall be subject to the Arbitration Act 1996 and any statutory modifications thereof.

## SECTION N: DEFINITIONS

26 In the rules the following words and expressions have the following meanings:

**The Rules:** The Tokio Rules for the time being in force.

**The Articles:** - deleted -

**The Club:** The Standard Club UK Ltd.

**The Tokio:** Tokio Marine & Nichido Fire Insurance Co., Ltd.

**Affiliated or associated charterer:** where (1) both the member or a joint entrant and the charterer have the same parent or (2) one of the member, joint entrant or the charterer respectively is the parent of the others. For the purpose of this definition, a ‘parent’ is a company which owns at least 50% of the shares in and voting rights of the others or owns a minority of the shares in the others and can procure that it is managed and operated in accordance with its wishes.

**Applicant:** any person seeking to enter a ship on his own or another’s behalf or on whose behalf an application is made.

**Board:** - deleted -

**Cargo:** goods (other than a container supplied by or on behalf of a member) carried under a contract of carriage.

**Certificate of entry:** a document issued pursuant to rule 12.1 including any endorsement thereto.

**Charterer’s entry:** an entry which has a charterer, not being a bareboat or demise charterer, as member.

**Class:** - deleted -

**Class committee:** - deleted -

**Club subsidiaries:** - deleted -

**Container:** any device or receptacle in or on which cargo is carried and which is either designed to be, or expected to be, carried in the ship.

**Convention Limit:** - deleted -

**Crew:** any person employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board the ship, whether or not on board that ship.

**Demise or bareboat charterer:** a charterer who has sole possession of the ship and sole control of her management and crew.

**Effects:** includes clothes, documents, navigation and other technical instruments and tools, but does not include valuables.

**Entry:** the contract of insurance with the Tokio.

**Fines:** includes penalties and other impositions similar in nature to fines.

**General excess loss reinsurance contract:** - deleted -

**Group rating agreement:** any agreement whereby the premium of the ship are assessed by reference to the record of any other ships which are or were entered through the group with the Tokio, whether the ships are in the same registered or beneficial ownership or not.

**Group reinsurance limit:** - deleted -

**Hague Rules:** the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.

**Hague-Visby Rules:** the Hague Rules as amended by the Protocol Convention signed at Brussels on 23 February 1968.

**Hamburg Rules:** the United Nations Convention on the

Carriage of Goods by Sea 1978 concluded at Hamburg on 31 March 1978.

**Hull policies:** the policies covering the hull and machinery of a ship, including excess liability policies.

**Insured party:** the member, any joint entrant and any co-assured in respect of an entry.

**Knock-for-knock:** a provision stipulating, as between the owner of the ship on the one part and the owner of the tow and the owners of any cargo or other property on board the tow on the other part, that each shall be responsible for any loss or damage to his own ship, cargo or property without any recourse whatsoever against the other.

**Liabilities:** liabilities, costs and expenses incurred by a member.

**Managers:** - deleted -

**Member:** person whose entry has been accepted under these rules and who becomes a corporate member of the Tokio.”

**Members board:** - deleted -

**NorthStandard Bermuda:** means NorthStandard Reinsurance Limited, a company incorporated in Bermuda with liability limited by guarantee without a share capital (company number: 22688).

**NorthStandard UK:** means NorthStandard Limited, a company limited by guarantee incorporated in England and Wales (company number: 505456).”

**Overspill call:** - deleted -

**Overspill claim:** - deleted -

**Overspill claim date:** - deleted -

**Owner:** includes an owner, owners in partnership, owners holding separate shares in severalty, part owner, trustee, mortgagee, charterer, operator or manager, builder, insurer or reinsurer who enters a ship with the Tokio or who is a joint entrant or co-assured.

**Owner's entry:** an entry other than a charterer's entry.

**Passenger:** any person carried or intended to be or having been carried on board the ship by virtue of a passenger contract.

**Personal data:** any information that relates to or enables the identification of a living person.

**Policy year:** the year from noon GMT on the 20 February to noon GMT on the following 20 February.

**Pooling Agreement:** - deleted -

**Premium:** includes any premium or other premium which may be due from a member.

**Premium rating:** - deleted -

**Ship:** any ship, boat, hydrofoil, hovercraft or any other description of vessel, whether completed or under construction, (including a lighter, barge or similar vessel howsoever propelled but excluding a fixed platform, a fixed rig and a wing-in-ground craft) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, or any proportion of the tonnage thereof or any share therein.

**Ship risk review:** a survey or inspection of an applicant's or member's ship relating to that ship's structure, machinery, equipment, crewing, navigation, condition, operation, management or any other matter which, in the opinion of the

Tokio, requires investigation.

**STOPIA:** Small Tanker Oil Pollution Indemnification Agreement 2006.

**The Ship:** a ship which has been entered with the Tokio.

**Tonnage:** the gross tonnage of a ship as stated in the Certificate of Registry or other official document relating to the registration of the ship.

**TOPIA:** Tanker Oil Pollution Indemnification Agreement 2006.

**Towage:** any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by a ship or floating structure.

**Unlawful, prohibited or sanctionable:** unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America, irrespective of whether the restrictions apply to the Tokio or member, the place of incorporation or domicile of the member or the ship's flag state, or any other relevant jurisdiction.

**Valuables:** money, negotiable securities, gold, silverware, jewellery, ornaments or works of art.

**Wilful misconduct:** an act intentionally done or a deliberate omission by an insured party with knowledge that the performance or omission will probably result in injury or loss, or an act done or omitted in such a way as to allow an inference of a reckless disregard for the probable consequences.

References to the masculine gender shall include the feminine gender.

References to singular numbers shall include plural numbers



and vice versa.

References to persons shall include corporations.

References to rule numbers shall include any sub-paragraphs of that rule.

Headings and sub-headings are for reference only and do not affect the construction of any rule.

## Liabilities under the Wreck Removal Convention Inclusion Clause

1 Notwithstanding anything to the contrary which may be contained in this insurance, the exclusions in the Tokio Rules shall not apply to liabilities of a member insofar only as they are discharged by The Standard Club UK Ltd (Hereinafter referred to as “the Club”) on behalf of the member pursuant to a demand made under a certificate issued by the Club in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007 (hereinafter referred to as “the Wreck Removal Convention”).

to the extent such liabilities are not recovered by the member under any other policy of insurance or any extension to the cover provided by the Tokio.

2 Where the Tokio pays for the liabilities of the member in accordance with the provision 1 of this clause;

- (1) the Tokio may invoke the defences which the member would have been entitled to invoke under the Wreck Removal Convention
- (2) the member undertakes to reimburse the Tokio the sum of such claims which are not recoverable under this insurance but for this clause.

3 In case that this insurance may be canceled, such cessation of this insurance in respect of liabilities under the Wreck Removal Convention shall effect three months after the day on which the member and/or the Club give the notice of its termination to the Authorities issuing a certificate under Article 12 of the Wreck Removal Convention for the entered ship, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period.

## Liabilities under the Bunkers Convention Inclusion Clause

1 Notwithstanding anything to the contrary which may be contained in this insurance, the exclusions in the Tokio Rules shall not apply to liabilities of a member insofar only as they are discharged by The Standard Club UK Ltd (Hereinafter referred to as “the Club”) on behalf of the member pursuant to a demand made under a certificate issued by the Club in compliance with Article VII of the International Conventions on Civil Liability for Bunker Oil Pollution Damage 2001 (hereinafter referred to as “the Bunkers Convention”).

to the extent such liabilities are not recovered by the member under any other policy of insurance or any extension to the cover provided by the Tokio.

2 Where the Tokio pays for the liabilities of the member in accordance with the provision 1 of this clause;

- (1) the Tokio may invoke the defences which the member would have been entitled to invoke under the Bunkers Convention
- (2) the member undertakes to reimburse the Tokio the sum of such claims which are not recoverable under this insurance but for this clause.

3 In case that this insurance may be canceled, such cessation of this insurance in respect of liabilities under the Bunkers Convention shall effect three months after the day on which the member and/or the Club give the notice of its termination to the Authorities issuing a certificate under Article VII of the Bunkers Convention for the entered ship, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period.

## Liabilities under the CLC Convention Inclusion Clause

1 Notwithstanding anything to the contrary which may be contained in this insurance, the exclusions in the Tokio Rules shall not apply to liabilities of a member insofar only as they are discharged by The Standard Club UK Ltd (Hereinafter referred to as “the Club”) on behalf of the member pursuant to a demand made under a certificate issued by the club in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof (hereinafter referred to as “the CLC Convention”).)

to the extent such liabilities are not recovered by the member under any other policy of insurance or any extension to the cover provided by the Tokio.

2 Where the Tokio pays for the liabilities of the member in accordance with the provision 1 of this clause;

- (1) the Tokio may invoke the defences which the member would have been entitled to invoke under the CLC Convention
- (2) the member undertakes to reimburse the Tokio the sum of such claims which are not recoverable under this insurance but for this clause.

3 In case that this insurance may be canceled, such cessation of this insurance in respect of liabilities under the CLC Convention shall effect three months after the day on which the member and/or the Club give the notice of its termination to the Authorities issuing a certificate under Article 7 of the CLC Convention for the entered ship, unless the certificate has been surrendered to these authorities or a new certificate has been issued within the said period.

1/11/2010

### Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

## **SPECIAL CLAUSES**

- (1) The special covers and clauses which follow do not form part of the Rules, and do not form part of any Member's cover unless and to the extent they are expressly incorporated into the Member's Certificate of Entry.
- (2) Except as expressly provided for in any of the additional covers which follow, there shall be no recovery in respect of any loss, damage, liability or expense 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, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- (3) The JL2021-014 clause dated 8 March 2021 (Endorsement Excluding a Communicable Disease Following a Public Health Emergency of International Concern) published by the Joint Liability Committee of the Lloyd's Market Association is hereby incorporated into each and every additional cover which follows,

## Maritime Labour Convention extension clause 2023

- Cover
- 1 Subject only to the other provisions of this extension, the Tokio shall discharge and pay on the member's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:
    - (a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5.2 and Guideline B2.5; and
    - (b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2.1 and Guideline B4.2.
  - 2 The member shall reimburse the Tokio in full:
    - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and
    - (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.
- Exclusions
- 3 There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
  - 4 The Tokio shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or the member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
    - (a) any chemical, biological, bio-chemical or electromagnetic weapon

- (b) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
- Cancellation and automatic termination of cover 5
- (a) This extension may be cancelled in respect of war risks by the Tokio on 30 days' notice to the member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
- (b) Whether or not such notice of cancellation has been given, this extension shall terminate automatically in respect of war risks:
- (i) upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
- (ii) in respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.
- (c) This extension excludes loss, damage, liability or expense arising from:
- (i) the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
- (ii) requisition for title or use.
- Conditions 6
- This extension shall be subject to rules 4.4, 4.8 and Sanction Limitation and Exclusion Clause.
- 7
- Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.1.12.



- 8 Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 25.
- 9 For the purpose of this extension:  
“member” means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry.  
“seafarer” shall have the same meaning as in MLC 2006.  
“war risks” means the risks set out in rule 4.3.

## Through Transport Extension Clause 2023

- Cover
- 1 Liabilities arising out of the carriage of any cargo or container by or on behalf of a member in respect of:
    - 1.1 the injury, illness or death of any person, not being a person specified in rules 3.1 to 3.3
    - 1.2 loss of or damage to any property, other than any cargo carried or intended to be carried by or on behalf of the member or any container owned, hired or used by the member.
    - 1.3 the necessary disinfection of any cargo or container under public health regulations, or otherwise directly consequent upon compliance by a member with any public health regulations after deducting the ordinary expenses which would have been incurred in any event apart from the outbreak of disease or the application of such regulations.
    - 1.4 Fines imposed for any offence not covered under rule 3.16 relating to the carriage of any cargo or container by or on behalf of a member.
- Exclusions
- 2 There shall be no recovery:
    - 2.1 under paragraphs 1.1 or 1.2:
      - (1) unless the cargo or container is intended to be, or has been, carried on the ship; or
      - (2) in respect of any liabilities which would not have arisen but for the terms of any contract or indemnity, unless the contract or indemnity has been approved by the Tokio,
    - 2.2 under paragraph 1.1 in respect of liability to any person employed by the member (other than crew) unless the Tokio has agreed that the member's cover includes insurance in respect of liability to his employees.

- 2.3 under paragraphs 1.1 to 1.4 in respect of liabilities:
- (1) for which the member is covered if the ship is entered for standard risks with the Tokio or another insurer affording equally wide cover;
  - (2) relating to any of the risks which are excluded in the member's certificate of entry, unless otherwise agreed by the Tokio.
  - (3) for punitive, exemplary or multiple damages awarded against the member or any person for whose conduct the member is liable;
  - (4) arising in respect of a trailer owned or leased by the member which is being used on public roads in the United States of America or Canada, unless otherwise agreed by the Tokio.
- 3 The exclusions to rule 3.16 apply to any claim under paragraph 1.4.

Deductible  
and limit  
of liability

4 - deleted -

## Contractual extension clause 2023

Cover	1	Liabilities insofar as they fall within the standard cover under rule 3, but which arise under the terms of an indemnity or contract falling outside the standard rule 3 risks. The terms of any such indemnity or contract made by the member must have been approved by the Tokio. Cover is limited to such sum and to such of the liabilities covered under rule 3 as may be agreed by the Tokio.
Exclusions	2	<p>There shall be no recovery for liabilities:</p> <ol style="list-style-type: none"><li>(1) for which the member is covered if the ship is entered for standard risks with the Tokio or another insurer affording equally wide cover;</li><li>(2) relating to any of the risks which are excluded in the member's certificate of entry, unless otherwise agreed by the Tokio,</li><li>(3) or losses accepted, assumed or incurred by the member:<ol style="list-style-type: none"><li>(i) as a consequence of the terms of any contract or indemnity that extend the member's liability up to any amounts that are recoverable under any insurance; or</li><li>(ii) under any risk allocation, exclusion, limitation, indemnity or hold harmless clause that seeks to vary the member's liability by reference to the availability and/or extent of the member's insurance;</li></ol>unless and to the extent that the Tokio, acting in their sole discretion, shall determine.</li></ol>
Deductible and limit of liability	3	- deleted -

## Cargo deviation clause 2023

- Cover 1 Liabilities under rules 3.13 and 3.14 where such liabilities fall within the scope of exclusions (2) to (13) of rule 3.13, and exclusion (1) of rule 3.14.
- Exclusions 2.1 Unless otherwise agreed by the Tokio, the member shall only be entitled to recover in respect of any liabilities, costs or expenses under paragraph 1 if the member has no recourse to recover such sums from any other party and, where such recourse may be subject to the exercise of discretion by another party, then it shall be a condition precedent to recovery under paragraph 1 that such discretion shall first have been exercised.
- 2.2 Excluding liabilities covered elsewhere under the rules and the member's certificate of entry.
- 2.3 Excluding liabilities for any loss or damage arising from:  
(1) inherent quality, defect or vice of cargo  
(2) rusting, electronic and mechanical derangement, unless caused by an external peril  
(3) delay and/or loss of market.
- 2.4 In no case shall this insurance cover loss, damage, liability or expense 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, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 3 Where cover under this extension is provided in respect of a ship which is not entered with the Tokio, the member and each joint entrant warrant that they have not and will not disclose the existence and/or the terms of this policy without the prior written approval of the Tokio.

Deductible      4      - deleted -  
and limit  
of cover

## Offshore extension clause 2023

Cover		Insofar as they fall within the standard risks set out in rule 3, cover is extended to include:
Specialist operations	1	Liabilities incurred by the member during the course of performing specialist operations to the extent that such liabilities arise as a consequence of claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations. However, there shall be no recovery for any liabilities excluded by rule 5.11 (2) or (3).
Underwater vehicles	2	Liabilities incurred by the member in connection with any claim brought against him arising out of the operation by him of underwater vehicles (including but not limited to submarines, minisubmarines, remotely operated vehicles, autonomous underwater vehicles, seaploughs, scarabs, diving bells and similar equipment). However, there shall be no recovery for any loss of or damage to underwater vehicles being operated by the member.
Divers	3	Liabilities incurred by the member in connection with any claim brought against him arising out of the activities of professional or commercial divers where he is responsible for such activities. However, there shall be no recovery for the injury, illness or death of divers where the member's liability arises under a contract and would not have arisen in the absence of such contract.
Property on board	4	Liabilities in respect of loss of or damage to property, other than cargo, stores or fuel, in the member's care, custody and control on board or being used from the ship where such liabilities are incurred pursuant to the terms of an indemnity or contract made by the member provided that the indemnity

or contract has been approved by the Tokio in advance.

Non-marine personnel	5	Liabilities in respect of personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the member provided that there has been a contractual allocation of risks between the member and the employer of the personnel approved by the Tokio.
Terms of indemnity or contract	6	Liabilities arising under paragraphs 1 to 3 insofar as they would not have arisen but for the terms of any contract or indemnity. The terms of any such contract or indemnity made by the member must have been approved by the Tokio. There shall be no recovery under this paragraph for any liabilities that are excluded under paragraphs 1 to 3.
Exclusions	7	<p>There shall be no recovery under paragraphs 1 to 6 for liabilities:</p> <ol style="list-style-type: none"><li>(1) for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover.</li><li>(2) relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the Tokio.</li><li>(3) or losses accepted, assumed or incurred by the member:<ol style="list-style-type: none"><li>(i) as a consequence of the terms of any contract or indemnity that extend the member's liability up to any amounts that are recoverable under any insurance; or</li><li>(ii) under any risk allocation, exclusion, limitation, indemnity or hold harmless clause that seeks to vary the member's liability by reference to the availability and/or extent of the member's insurance;</li></ol>unless and to the extent that the Tokio, acting in their sole discretion, shall determine.</li></ol>



Deductible  
and limit of  
cover

8

The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

P & I war risks clause 2023

Cover	1.1	Such liabilities as would be covered by the Tokio and the member's terms of entry but for the exclusion of war risks in rule 4.3.
	1.2	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
Excluded areas	2.1	At any time or times before, or at the commencement of, or during the policy year, the Tokio may determine that any places or areas be excluded from the cover hereunder.
	2.2	Unless otherwise agreed by the Tokio the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the Tokio to the members.
	2.3	Unless and to the extent that the Tokio otherwise decides there shall be no recovery from the Tokio in respect of any claim arising out of any event within the said places or areas after such date.
Cancellation	3	Cover may be cancelled by either the Tokio or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the Tokio). The Tokio agrees to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
Automatic termination of cover	4	Whether or not notice of cancellation has been given, cover shall terminate automatically:

- 4.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
  - 4.2 in respect of any ship if she is requisitioned either for title or use.
- Five powers war and nuclear exclusions
- 5 This cover excludes:
    - 5.1 loss, damage liability or expense arising from:
      - 5.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
      - 5.1.2 requisition for title or use;
    - 5.2 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) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:
      - 5.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
      - 5.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
      - 5.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or

matter; or

- 5.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter other than liabilities arising out of carriage of “excepted matter” (as defined in the Nuclear Installations Act 1965 of United Kingdom or any regulations made thereunder) as cargo in the ship.

Chemical,  
biological,  
bio-chemical,  
electromagnetic  
weapons and  
computer virus  
exclusion

- 6 This paragraph shall override anything contained in this insurance inconsistent therewith.

- 6.1 In no case shall this insurance cover loss, damage or liability or expense directly or indirectly caused by or contributed to by or arising from:

6.1.1 any chemical, biological, bio-chemical or electromagnetic weapon;

6.1.2 the use or operation, as a means for inflicting harm, of any computer virus.

- 6.2 Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) 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.

TOPIA  
exclusion

- 7 In no case shall this cover provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the member under TOPIA 2006 to contribute to the IOPC Supplementary Fund in respect of

pollution damage caused by terrorism.

- Deductibles
- 8.1 The cover shall apply, any one event, in excess of the greater of:
    - 8.1.1 US\$50,000; or
    - 8.1.2 the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$500 million, the proper value will be deemed to be US\$500 million); or
    - 8.1.3 the amount recoverable under any other policy of insurance, whether of war risks or otherwise.
  - 8.2 Under a charterer's entry the cover shall apply, any one event, in excess of the greater of the deductible set out in the member's certificate of entry or US\$50,000.
- Limit of cover
- 9.1 The limit of Tokio cover shall be US\$ 300,000 any one event or series thereof in the aggregate or any lesser amount specified in the certificate of entry.
  - 9.2 - deleted -
  - 9.3 - deleted -
    - 9.3.1 - deleted -
    - 9.3.2 - deleted -
    - 9.3.3 - deleted -
    - 9.3.4 - deleted -

## War risks clause for additional covers 2023

Cover	1	Such liabilities as would be covered by the Tokio but for the exclusion of war risks in rule 4.3, but only in respect of any special risks set out in the certificate of entry beyond the standard cover provided by the rules without amendment other than such as may be covered under the Maritime Labour Convention extension clause 2021.
Excluded areas	2.1	At any time or times before, or during the policy year, the Tokio may determine that any places or areas be excluded from the cover hereunder.
	2.2	Unless otherwise agreed by the Tokio cover shall cease in respect of the places or areas so determined in accordance with clause 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the Tokio to the members.
Cancellation	3	Cover may be cancelled by either the Tokio or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which notice is issued by or to the Tokio). The Tokio agrees however to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
Automatic termination of cover	4	Whether or not such notice of cancellation has been given, cover hereunder shall terminate automatically:
	4.1	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any ship in the event she is requisitioned for title

or use.

Five powers  
war and  
nuclear  
exclusions

- 5 This cover excludes:
- 5.1 loss, damage or liability or expense arising from:
    - 5.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People’s Republic of China;
    - 5.1.2 requisition for title or use;
  - 5.2 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) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:
    - 5.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
    - 5.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
    - 5.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
    - 5.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, other than liabilities, costs and expenses arising out of carriage of “excepted matter” (as defined in the Nuclear Installations Act 1965 of United Kingdom or any regulations made

thereunder) as cargo in the ship.

Chemical, biological, bio-chemical, electromagnetic weapons and cyber risks exclusion 6 This paragraph overrides anything contained in this insurance inconsistent therewith.

6.1 In no case shall this insurance cover loss damage or liability or expense directly or indirectly caused by or contributed to by or arising from:

6.1.1 any chemical, biological, bio-chemical or electromagnetic weapon;

6.1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

6.2 Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) 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.”

Charterers' liability for damage to hull 7.1 Notwithstanding paragraph 2.1 but without prejudice to paragraphs 3, 4, 5 and 6, rules 4.3, 4.5, 4.6 and 4.7 shall not apply to a ship chartered to the member in respect of liabilities and losses covered under the charterers' liability for damage to hull clause 2013 if:

7.1.1 the ship is chartered on terms to the effect that:  
(1) the owner is entitled to refuse to send the ship to any place that is dangerous by reason of war risks (as defined



- in any current standard war risks insurance policy); and
- (2) the owner is in any event entitled to insure his interests against such war risks; and
  - (3) the member is liable to reimburse the owner in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such place,

or on terms no less favourable to the member as regards his liability for loss or damage caused by war risks; or

7.1.2 having given the Tokio as soon as practicable notice of any voyage or deviation to, or presence within, any place specified in paragraph 2.1, the member has paid such additional premium as the Tokio may impose.

7.2 In the event of the member not requiring war risks cover for a ship sailing to or remaining in a place or area determined in accordance with paragraph 2.1, he shall so advise the Tokio before the commencement of the voyage or deviation and the Tokio shall determine whether and on what terms war risks cover shall be reinstated.

Maintenance of standard hull war risks cover	8	Where the ship is entered by the member as an owner's entry the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the ship and this cover will respond only in excess of claims recoverable thereunder.
Deductible	9	- deleted -
Limit of cover	10	The limit of Tokio cover shall be that of the relevant additional cover set out in the certificate of entry or US\$ 300,000, any one event, whichever is the lesser.

## Bio-chemical risks inclusion clause 2023

- Cover
- 1.1 The liability of the member, not being a charterer:
    - (1) to pay damages, compensation or expenses arising out of crew injury, illness or death (including deviation expenses, repatriation and substitute expenses and shipwreck unemployment indemnity),
    - (2) for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by the Tokio (other than under rule 3.21)
  
  - 1.2 where such liability is not recoverable under either
    - (1) cover provided by the Tokio for such liabilities and losses as would be covered under the rules but for the exclusion of war risks in rule 4.3, or
    - (2) any underlying war risks policies covering the same risks,
  
  - 1.3 solely by reason of the operation of an exclusion of liabilities and losses directly or indirectly caused by or contributed to by or arising from
    - (1) any chemical, biological, bio-chemical or electromagnetic weapon
    - (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system,
  
  - 1.4 other than liabilities and losses arising from:
    - (1) explosives or the methods of the detonation or attachment thereof
    - (2) the use of the ship or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon
    - (3) the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism

of any weapon or missile.

Excluded areas	2.1	Unless and to the extent the Tokio may otherwise decide, there shall be no recovery in respect of any liabilities and losses directly or indirectly caused by or contributed to by or arising out of any event within the places or areas or during such period as may be specified from time to time.
	2.2	At any time or times before, or at the commencement of, or during the policy year, the Tokio may by notice to the member change the places or areas and periods specified in paragraph 2.1 from a date and time specified by the Tokio not being less than 24 hours from midnight on the day the notice is given to the member.
Cancellation	3	Cover may by notice to the member be cancelled by the Tokio from a date and time specified by the Tokio, not being less than 24 hours from midnight on the day notice of cancellation is given to the member.
Deductible	4	The deductible is that applicable to the relevant cover set out in the certificate of entry.
Limit of cover	5.1	The limit of Tokio cover under this extension in respect of all claims shall be in the aggregate US\$ 300,000 each ship any one event or series thereof arising from any one event.
	5.2	- deleted -



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