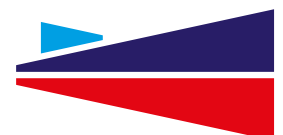




▶ **FISHING VESSEL LIABILITY INSURANCE**

POLICY 2019



**SHIPOWNERS**





# FISHING VESSEL LIABILITY INSURANCE

## POLICY 2019

### Who we are

We are The Shipowners' Mutual Protection and Indemnity Association (Luxembourg), a marine liability insurer, protecting the interests of vessel owners and operators on a mutual basis. This means that *We* operate as a non-profit making Club.

### Your policy documentation

When *We* insure *You*, *You* become a Member of the Shipowners' Club and *You* will receive a Certificate of Insurance setting out the scope of cover and risks insured.

### The protection we provide

*You* can expect *Us* to respond to all marine liability *claims* made against *You*, other than those *We* list under 'What is not covered (exclusions)' and those *claims* which are unrelated to owning and operating the vessel *We* insure for *You*. Within *Your* policy limits, the reasonable costs of investigating and defending *claims* are paid too.

For any *claim* to be payable it must arise from an *incident* which occurs during the period of insurance on *Your* Certificate of Insurance.

If *You* make *Your* vessel available for hire or charter to other parties, and *Your* crew remain on board and in command, *Your* liabilities are covered.

### Your cover

*We* insure liability *claims* made against *You* as the owner or operator of the vessel named on *Your* Certificate of Insurance. The liabilities insured include:

#### Collision, fishing nets and property of others

*Claims* arising from collision with other vessels, whether or not contact occurs, or for loss of or damage to piers, wharves, jetties, pontoons or any property belonging to others including damage to their fishing nets.

*Claims* from other parties for personal injury or death which arise out of a collision.

For damage to vessels or property belonging wholly or in part to *You*, *You* shall have the same rights of recovery and *We* shall have the same rights as if such vessels or property belonged wholly to different owners.

#### Contractual liabilities and indemnities

*We* cover contractual liabilities and indemnities for illness, personal injury, death or property damage when these relate to *Your* vessel and concern its operation and management. This includes indemnities given to port or harbour authorities, boatyards, suppliers of goods and services to the vessel or permits and indemnities given to those who board the vessel for official or regulatory purposes. *We* will also agree to waive

*Our* rights of subrogation, if this is required by the contract.

This section insures liability which arises solely under the contract and the limit of cover is US\$ 5,000,000 any one *incident*.

If *We* have agreed to a higher limit, this will be shown in *Your* Certificate of Insurance.

This section does not include cover for contractual liabilities or indemnities which may appear in *crew* contracts.

#### Crew, passengers and others

*Claims* from *Your* crew, passengers and others to pay damages or compensation for personal injury, illness and death. Related medical costs and other expenses are covered, too.

*We* also cover *claims* made against *Your* crew as a result of carrying out their professional duties.

Death and/or disability payments *You* provide under individually negotiated and agreed Seafarers' Employment Agreements (SEAs) or *crew* contracts so long as contractually agreed payments are reasonable and appropriate for the duties and position held by the *crew* member when viewed against the prevailing compensation regime.

#### Diversion costs

The *extra costs and expenses* of fuel, insurance, wages, stores, provisions, and port charges incurred in diverting and awaiting *crew* replacement whilst *Your* vessel brings sick or injured *crew* or others ashore for urgent medical treatment, or to arrange the repatriation of dead bodies from *Your* vessel.

#### Fines

*Fines* imposed on *You* or any *crew* that *You* are obliged to reimburse for accidental escape or discharge of oil or other substances from *Your* vessel, breach by *You* of any immigration law or regulation, and smuggling or any breach by the Master or *crew* of any customs law or regulation.

#### Inquiries and criminal proceedings

The reasonable costs and expenses of protecting your interests at formal inquiries into a *casualty* and the reasonable costs of defending criminal proceedings brought against *Your* Master, *crew* and agents, if *You* have a responsibility for them.

#### Mitigation costs

When an event or matter arises which will or is likely to lead to a *claim* under this policy, *You* are required to take reasonable steps to mitigate the loss and minimise the amount which would be paid as a *claim* under this insurance. *We* will reimburse the reasonable costs and expenses *You* incur for this purpose.

### Personal effects

*Claims for loss of or damage to personal effects.* The maximum amount payable for *Your crew's personal effects* will be limited to US\$ 5,000 per person, per *claim*.

### Piracy

*You* remain covered for any of the *claims* listed here under '*Your cover*' which arise following acts of piracy against *Your* vessel. Please note *Our* exclusion in respect of kidnap and ransom demands contained in 'What is not covered (exclusions)' – exclusion 13 below.

### Pollution and environmental liabilities

*Pollution* from *Your* vessel, including the cost of clean up and reasonable measures taken to prevent an imminent risk of *pollution*.

For damage or contamination to property belonging wholly or in part to *You*, *You* shall have the same rights of recovery and *We* shall have the same rights as if such property belonged wholly to different owners.

Damage to coral reefs and other sensitive marine environments providing these occur as a result of an identifiable event.

### Quarantine costs

The *extra costs and expenses* *You* incur as a direct result of an outbreak of an infectious disease.

### SCOPIC

*We* also provide cover for *Your SCOPIC* liabilities when salvors choose to use *SCOPIC* with the Lloyd's Open Form (LOF).

### Special Cover

*We* may agree to provide cover against special or additional risks. The terms of any special cover will be as agreed by *Us* in writing.

### Stowaways refugees and life salvage

Costs and expenses arising from stowaways, refugees and the saving of life at sea.

### Towage

*You* are covered for damage to a towed fishing vessel with a limit of US\$ 250,000 per *incident* unless *We* have agreed to a higher limit and this is shown on *Your* Certificate of Insurance.

### Uninsured or underinsured vessels

If an *uninsured or underinsured third party vessel* is responsible for *You*, *Your crew* or *Your passengers or others* sustaining personal injury, illness, or death whilst on board *Your* vessel, *We* agree to meet in the first instance any medical, funeral or other expenses which are not recoverable as a result of the third party vessel being uninsured or underinsured.

The limit of cover under this section is US\$ 5,000,000 per *incident*.

### War risks

*We* pay *war risks* P&I *claims*. The limit of *Your* cover under this war risk section is US\$ 500,000,000 each vessel, any one *incident*.

If *You* have no other war risk insurance policy in place, *Your deductible* for *war risks* P&I *claims* under this section is the *deductible* shown on *Your* Certificate of Insurance.

If *You* have purchased a war risk P&I policy from another insurer, *Your deductible* shall be the amount *You* can recover under *Your war risks* P&I policy with that other insurer.

### Wreck Removal

Wreck removal, marking or lighting costs which are compulsory

by law, following the loss of *Your* vessel, including *claims* for the extra cost and expenses of removing catch, *cargo* or property from the wreck.

*We* also cover voluntary wreck removal from somewhere *You* own or lease when no wreck removal order has been given.

The residual value of any property recovered shall be deducted or offset against *Your claim*.

### What is not covered (exclusions)

*We* do not pay *claims* for or arising from the following:

1. **Cable damage.** Cover will exclude any and all *claims* arising from damage to subsea cables, where this damage is due to or caused by the Member acting imprudently, unsafely, or in an unduly hazardous or improper manner.
2. **Catch** carried on board *Your* vessel.
3. **Charterers.** This policy does not insure *You* when *You* act as a time or voyage charterer of vessels which *You* do not own and it does not insure the liabilities of *Your* charterers, unless they are a bareboat charterer who *We* have agreed to be named on *Your* policy.
4. **Contractual liabilities and indemnities** other than those recoverable under the 'Contractual liabilities and indemnities' and 'Crew, passengers and others' section of *Your* Policy.
5. **Crew claim exclusions** – *We* do not pay *crew* annuities. If injured parties are entitled to receive compensation for personal injury or sickness benefits under a mandatory insurance scheme, *We* are not obliged to pay such *claims*. This exclusion applies even if *You* or the injured parties have failed to take the steps necessary to receive such entitlements. Except insofar as covered under 'Crew and Others' above, *We* do not pay *claims* for or arising out of contractual obligations to pay *crew* wages unless managers have seen and approved the contract in writing. *We* do not pay share of catch and/or profits of vessel payments following sickness or injury or disputes with *crew* over contractual liabilities or obligations. *We* do not pay *Employment Practices liability claims*.
6. **Deductibles, excesses, franchises or other amount(s)** which *You* are required to bear under other policies.
7. **Delay.** Costs and expenses which arise because *Your* vessel has been delayed, other than amounts recoverable under the diversion costs section of *Your* policy.
8. **Disputes** over contractual liabilities or obligations; or disputes or proceedings over obstruction or interference with *Your* vessel's operations.
9. **Disputes between named parties.** *We* do not support Members or joint Members in dispute with each other, or *Co-Assureds* in dispute with each other or with Members or joint Members under the same policy.
10. **Environmental damage** arising from *Your* continuing use of or presence at a coral reef or other sensitive marine environment.
11. **Fines or penalties** of all kinds, including those arising from overloading *Your* vessel, *illegal fishing*, carrying contraband or blockade running except as covered under 'Fines' above.

12. **Illegal payments** of any kind such as extortion, blackmail or bribery or any associated costs or expenses.
  13. **Kidnap and ransom** demands or payments.
  14. **Motor vehicles.** *Claims* arising from the use of mechanically powered vehicles whilst ashore, which would be recoverable under a full comprehensive motor vehicle policy.
  15. **Nuclear risks** or *claims* arising from radioactivity.
  16. **Other insurances.** *We do not cover liabilities which are recoverable from any other insurance (or where they could have been recoverable had such other insurance not contained a provision similar to this). We do not cover liabilities for hull and machinery risks for which You would have insurance cover under a separate policy or policies, were You to be fully insured for such risks on terms not less wide than those of the Lloyd's Marine Policy with the Institute Time Clauses (Hulls) 1/10/83.*
  17. **Own property.** Loss of or damage to owned or leased property of *Yours* including *Your* catch, *Your* fishing gear and *Your* vessel.
  18. **Property or personal effects of crew, passengers or others** consisting of cash, precious metals or stones or other objects of a rare or precious nature.
  19. **Punitive damages** or exemplary damages however described, imposed by a court in the U.S.
  20. **Salvage services** to *Your* vessel or demands for general average payments and any related disputes other than amounts recoverable under the 'SCOPIC' section of *Your* policy.
  21. **Sanctions.** *We do not pay claims which would expose the Shipowners' Club or its Managers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. Furthermore, We are not liable to pay any claim to You, in full or in part, if We are unable to make a recovery from Our reinsurers in respect of that claim, due to sanctions restrictions placed on one or all of Our Reinsurers.*
  22. **Special Cover.** *If We agree to provide special cover in writing then You are not entitled to recover any claim from Us for any part of Your liability that is not recovered by Us from Our Reinsurers.*
  23. **Scuba diving.** When scuba equipment is used commercially as an intrinsic part of the fishing operations, unless the diver has been certified by a recognised diver training organisation. Any other form of *commercial diving* is not insured.
  24. **Submarines,** mini subs or remotely operated vehicles (ROVs).
  25. **Surveys & Management Audit defects.** *Claims* which arise out of defects identified during a survey and/or management audit are not payable.
  26. **Time Bar.** *We do not pay a claim if You have not told Us of any event or matter which could give rise to that claim within one year of Your first knowing about it (or in Our view when You should have known of it); or if You do not submit to Us for reimbursement a claim within a year of having yourself settled it.*
- We do not in any event pay a claim if You have not told Us in writing of that claim, within three years of the event or matter that gave rise to it.*
27. **Towing.** Unless cover is available under the 'Towage' section of 'What is Covered', *claims* arising from towing are excluded unless such towage is necessary for the purpose of saving life or property at sea.
  28. **Unlawful, unsafe, imprudent or unduly hazardous activities,** including carrying contraband, blockade running, *illegal fishing*, or being employed in an unlawful or prohibited activity or trade, *Your* infringement of any law, rule or regulation, or permitting any activity on board or in connection with *Your* vessel which is unsafe, imprudent or unduly hazardous.
  29. **War Risks** There is no cover for any *claims* arising from *war risks* when the liabilities costs or expenses arise directly or indirectly from any of the following:
    - any chemical, biological, bio-chemical or electromagnetic weapon; or
    - the use or operation, as a means of inflicting harm, of any computer virus except that this exclusion shall not operate to exclude losses (which would otherwise be covered under the terms of this policy) arising from 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; or
    - the outbreak of war (whether declared or not) between any of the following countries: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; or
    - incidents caused by, or contributing to, or arising out of, any event, accident or occurrence within specific ports, places, zones or areas, as *We* have notified to *You* either at the commencement of, or during the period of, *Your* policy. *We* may change, vary, extend, add to or otherwise alter these specified ports, places, zones and areas upon twenty four hours notice given by *Us* to *You*; or
    - requisition for title or use.
  30. **Wilful misconduct,** being an intentional act or deliberate omission done by *You* with knowledge that it will probably result in loss, or done with a reckless disregard for the probable consequences.
  31. **Wrecks** caused by dereliction or neglect.
- General conditions**
- Assignment and Subrogation**  
*You cannot assign Your policy to any other person other than with Our prior written approval.*
- If *We* make a payment to *You* or any joint Member or Co-Assured under this policy, or under any security *We* have given, and *You*, the joint Member and Co-Assured have any rights to *claim* against a third party that are connected to the payment *We* make, then *We* will be subrogated to all of those rights to the extent of *Our* payment, including any interest and costs. *You* and the joint Member and Co-Assured agree to take any steps that *We* reasonably require to this end.
- Claims**  
 If a *claim* is made against *You*, *You* must follow the *claims* handling procedure set out at the end of this document. If *You* fail to do so *Your* ability to *claim* may be affected.

### **Classification, Certifying Authority or Flag State**

*Your* vessel must comply with all statutory requirements of its classification society, certifying authority, flag State and SOLAS, as applicable, and maintain the classification society, certifying authority or flag State certification that it had at the time *We* agreed to insure it. Subject to the provisions of the Insurance Act 2015, *We* will not pay any *claims* arising during such time as *You* have failed to comply with this general condition, even if *Your* failure to comply has not increased the risk of any loss.

### **Complaints**

*We* take all complaints seriously. If *You* are dissatisfied with *Our* handling of *Your claim* or any other aspect of *Your* insurance or the service *We* provide, please contact *Us*. *Our* complaints handling policy is detailed on *Our* website at: [www.shipownersclub.com/other/complaints-handling-policy](http://www.shipownersclub.com/other/complaints-handling-policy)

### **Deductibles**

*Your* entitlement to make a *claim* is subject to the *deductible* that appears on *Your* certificate of insurance. If a single *incident* gives rise to a number of *claims* with different deductibles then the total of all *claims* will be subject to the highest *deductible* that applies to any one of the *claims*.

### **Discretionary Claims**

The Board of the Shipowners' Club has discretion to pay a *claim* in whole or in part for any liabilities or expenses which are not covered under this policy or any contract that *We* have with *You*, so long as they are related to owning and operating *Your* vessel.

### **Dispute Resolution**

If, any dispute arises out of or in connection with *Your* Policy or any contract with *Us*, then such dispute will in the first instance be referred to the Board of the Shipowners' Club for adjudication. If the Board of the Shipowners' Club decides to waive its right to adjudicate or if it finds against *You* then the dispute will be referred to arbitration in London, one arbitrator to be appointed by *Us*, one by *You*, and a third to be appointed by the arbitrators. The reference to arbitration and the arbitration proceedings themselves will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment thereof.

### **Fair Presentation**

*You* have a duty to make a fair presentation of the risk, by disclosing all material matters which *You* know or ought to know or, failing that, by giving *Us* sufficient information to put *Us*, as a prudent insurer, on notice that *We* need to make further enquiries in order to reveal material circumstances. If *You* fail to do so *Your* ability to recover a *claim* from *Us* may be prejudiced.

### **Governing Law**

*You* and *we* agree that *Your* policy and *Your* Certificate of Insurance are governed by and will be construed in accordance with English law. In particular, they are subject to and incorporate the provisions of the Marine Insurance Act 1906 and the Insurance Act 2015 and all amendments thereto except to the extent that such Act or modification may have been excluded by this policy or any contract of insurance between *Us* and any insured party.

It is not intended that rights should be acquired by any third party by reason of the Contracts (Rights of Third Parties) Act 1999 or any similar legislation in any jurisdiction.

### **Joint Members and Co-Assureds**

If *We* issue a Certificate of Insurance in the name of more than one person or company, those additional parties will be known as

joint Members. Joint Members are bound by all the terms and conditions of *Your* policy and Certificate of Insurance and each of them are individually responsible for paying all premium and any other sums due to *Us* under *Your* policy and are bound by all of the terms and conditions of *Your* policy and *Your* certificate of insurance. If *We* make payment to, or on behalf of, any joint Members for any amount due under *Your* policy, *We* will make no further payment to any person, including *You*, in relation to the amount that was due.

If *We* issue a Certificate of Insurance naming a Co-Assured then *We* agree to extend cover to that named Co-Assured, but only if: the named Co-Assured is held responsible for a *claim* which is properly *Your* responsibility and for which *You* would have been able to recover from *Us* under this policy, had that *claim* been made and enforced against *You*. If *You* have a contract with a named Co-Assured, *Your* responsibility means *Your* responsibility as agreed in that contract.

If *We* make a payment to, or on behalf of, a named Co-Assured for a *claim* then, in relation to that *claim*, *We* will not make payment to any other person, including *You*, and *We* agree to waive *Our* rights of subrogation, if any, against the named Co-Assured.

If there is a failure by any joint Member to comply with the 'Fair Presentation' section of *Your* policy or if the conduct of any joint Member or Co-Assured would entitle *Us* to decline a *claim*, then *We* will treat such failure and/or conduct as extending to all insureds. If more than one person is named on the Certificate of Insurance *We* will treat an act, omission, statement or a *claim* by any one of those persons as an act, omission, statement or a *claim* by all of them.

*We* direct all correspondence to *You* and *You* receive it on behalf of all insureds.

### **Lay up**

If *Your* vessel has been laid up for six months or more outside its usual seasonal trading pattern, *You* must give *Us* notice that the vessel will be reactivated no less than seven days before the vessel leave its place of lay up. When *We* receive notice from *You* *We* may appoint a surveyor, at *Your* cost, to inspect the vessel on *Our* behalf and *You* must provide *Your* full co operation to this end. *You* must comply with any recommendations that *We* make following such an inspection. *We* do not pay any *claims* arising after *You* have failed to comply with any requirement of this general condition, until *You* have complied with all requirements of it, subject always to the provisions of the Insurance Act 2015.

*We* do not return premium for periods of lay up. Premium is on the basis of cancelling returns only.

### **Premium**

*Your* insurance premium will be fixed annually and no further premium will be payable, unless *You* ask *Us* to extend *Your* insurance cover or the material facts upon which *We* base the cover change. *You* must pay *Your* premium in such instalments and on such dates as *We* have specified. Premium is not considered paid until received by *Us*.

### **Reinsurance**

*We* have the right to agree contracts of reinsurance relating to *Your* insured vessel(s) with insurers of *Our* choice, on terms as agreed between *Us* and those other insurers.

### **Security**

Where *We* consider it appropriate and necessary *We* may provide letters of undertaking, bonds or bank guarantees on *Your* behalf,



as security for covered *claims* providing *You* have paid *Your* premium and *Your claims deductible* which is due to *Us*.

### Severability clause

In the event that a court or tribunal finds any part of this policy to be unenforceable, invalid or to be in conflict with any mandatorily applicable statute or law, or public policy, such part shall be severed and such a finding shall not affect the enforceability, validity or legality of the remainder of the policy, which shall remain in full force and effect.

### Shared Ownership

If the master or any *crew* member is also the owner or part-owner of an insured vessel, the liability shall, in relation to *claims* arising from the act or omissions of such person in his capacity as master or *crew* member, be assessed as if such master or *crew* member was not the owner or part-owner.

### Surveys & Management Audit

*We* may at any time appoint a surveyor, at *Our* cost, to inspect *Your* vessel. *We* may also wish to perform a Management Audit of *Your* shore side operation. If such an inspection or audit identifies defects in *Your* vessel and/or *Your* management systems, *We* may require that *You* remedy them as directed at that time.

### Termination and Cancellation

#### Termination by Notice

Either *We* or *You* may terminate this policy by notice at noon GMT on the renewal date of any year by giving not less than 30 days written notice.

*We* may terminate the entirety of cover under *Your* policy by notice for each and every vessel insured, in the following circumstances:

- should any of *Your* insured vessels be used, in *Our* opinion, for a prohibited or unlawful activity or trade; or
- should any of *Your* insured vessels or their activities, in *Our* opinion, expose the Shipowners' Club or its Managers to *sanctions risks*; or
- upon 30 days written notice given by *Us* to *You*;

*We* may terminate cover for *war risks* by notice for each and every vessel insured upon written notice by *Us* to *You* to discontinue *war risks* cover, with cancellation becoming effective on no less than the expiry of 7 days from midnight on the day on which *We* issue notice of cancellation.

The effect of *Your* policy being terminated by notice also extends to joint Members and Co-Assureds. Subject to the 'Automatic Termination' and 'Cancellation' provisions of this policy, the effect of *Your* policy terminating by notice is that *You* will remain liable for premium under *Your* policy and for any other sums due to *Us* except that *You* will be entitled to a daily pro rata return of premium for sums paid, if any, from the date of termination until the expiration of *Your* policy. Likewise, *We* pay *claims* for events that arose prior to the date of termination but *We* will not pay *claims* arising from events after the date of termination.

#### Automatic Termination

*Your* policy for any of *Your* vessel(s) will automatically terminate for that vessel upon the date shown on *Your* Certificate of Insurance or upon the happening of any of the following: the sale or transfer of *Your* vessel; a change of beneficial owner(s); a change of management of *Your* vessel; upon the mortgage of *Your* vessel; *Your* vessel becoming an actual or constructive total loss; *Your* vessel no longer being

classified with the classification society or certifying authority that it was at the time *We* agreed to insure it; should *Your* insured vessel(s) or their activities or any named insured expose the Shipowners Club or its Managers to *Sanctions risks*.

*Your* insurance for all vessel(s) will automatically terminate upon the happening of any of the following: an *Insolvency event*; if *You* are an individual, upon *Your* death or upon *Your* becoming incapable by reason of mental disorder of managing or administering *Your* property and affairs.

The insurance which *We* provide to *You* for *war risks* will automatically terminate upon the happening of either of the following:

- Should war break out between any of the following countries: the United Kingdom, the United States of America, France, the Russian Federation and the Peoples' Republic of China; or
- Should *Your* vessel be requisitioned either for title or use.

The effect of *Your* policy being automatically terminated is the same as for termination by notice except that *We* do not pay *claims* for events arising after the date of automatic termination, other than *claims* arising from *Your* vessel becoming an actual or constructive total loss thereby triggering automatic termination.

#### Cancellation

If *You* fail to pay premium in such instalments and on such dates as are agreed by *Us*, *We* may serve notice in writing requiring *You* to make payment by a specified date. If *You* fail to make payment in full on or before the specified date *We* shall immediately cancel *Your* insurance. If *We* cancel *Your* insurance *You* must pay all premium due up to the date of cancellation. *We* will not pay *claims* for events arising on or after the date of cancellation.

*We* will not pay *claims* for events arising before the date of cancellation if premium was owing at the time the event arose and remained unpaid at the date of cancellation.

#### Claims handling procedure

If *You* are involved in an event or matter which could give rise to a *claim*, please refer to *Our* website for the contact details of *Our* dedicated *claims* team; [www.shipownersclub.com/insurance](http://www.shipownersclub.com/insurance)

#### 24/7 EMERGENCY RESPONSE

The claims response service is available 24 hours a day, 7 days a week and provides immediate global assistance to all of our Members.

Calling the emergency contact number provides a quick and effective way to speak directly to a duty Shipowners' claims handler in the event of an *incident* or *casualty* involving a vessel.

##### London Branch

+44 203 829 5858

##### Singapore Branch

+65 8683 3190

During office hours the emergency number will redirect to the relevant corresponding office switchboard.

Immediate advice and local assistance is also available from *Our* Correspondents who are listed at: [www.shipownersclub.com/correspondents](http://www.shipownersclub.com/correspondents)

It is important that *You* contact *Us* or *Our* local correspondent

promptly, so that *We* can assist *You*. The earlier *We* are involved the better. *You* are required to act prudently and as if *You* are uninsured until such time as *We* have taken over the handling and management of the *incident*.

When reporting a *claim* it will help *Us* if *You* include *Your* vessel's name, the *incident* date, the nature of the *incident*, the location of *Your* vessel and location of the *incident* (if different). If an injury or collision is involved *You* may be required to notify the appropriate authorities.

*We* have the right to handle, settle or compromise *claims* or proceedings as *We* see fit. *We* may appoint lawyers, surveyors or other persons when *We* consider these are necessary. They may report to *Us* and provide documents or information to *Us*, without prior referral of these matters to *You*.

When it is possible for a vessel owner to limit their liability at law, that sum becomes the maximum amount recoverable under this policy and will apply regardless of whether *We* insure *You* as the owner of the vessel or in some other capacity.

*You* must not admit liability for any *claim* and *you* must not settle a *claim* without *Our* prior approval. *You* must also preserve any rights *You* may have to limit *Your* liability and any rights *You* may have against any third party. *You* must also promptly notify *Us* of every event or matter which is likely to give rise to a *claim*, provide *Us* with any relevant information or documents and permit *Us* access to any persons employed by *You* who *We* consider likely to have knowledge of the event or matter. If *You* admit liability, settle, fail to preserve *Your* limitation rights or fail to promptly notify or provide information or access to *Your* employees, *Your claim* may be rejected or reduced. If *We* pay the claimant, *You* or *Your* nominated broker, manager, agent or some other person whom *You* nominate, *Our* liability shall be fully discharged.

## London

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## Singapore

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038989

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The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) | Singapore Branch | Company No. T08FC7268A

## Definitions

Please note that the use of italic text in this policy indicates that the word or phrase is defined in the clauses. Words in the singular shall include the plural and vice versa.

**Cargo** means materials or goods of any kind transported for reward, other than *Catch*.

**Casualty** means an *incident* affecting the physical condition of *Your* vessel so as to render it incapable of safe navigation to its intended destination, or which creates a threat to the life, health or safety of *Your crew, passengers or others*. Engine breakdown is not a *casualty* for the purposes of this policy.

**Claims** means liability *claims* made against *You* as a result of owning or operating the vessel named on *Your* Certificate of Insurance.

**Commercial diving** means diving for reward.

**Crew** means any person engaged or employed in any capacity in connection with *Your* vessel, whether on board or proceeding to or from *Your* vessel or on vessels business. *Crew* does not mean vessel brokers or vessel agents or those supplying services to *Your* vessel.

**Deductible** means the initial amount *You* have to pay yourself before the insurance policy will respond to a loss under *Your* policy.

**Employment Practices liability claims** means *claims* for wrongful or unfair termination, sexual harassment, discrimination or any other employment-related conduct.

**Extra costs and expenses** means costs and expenses over and above those which would ordinarily be incurred had the *incident* not taken place.

**Fines** include civil penalties, penal damages and other impositions similar in nature to *fin*es, but not punitive damages.

**Fully insured** means insured at a value which, in *Our* opinion, represents its full market value, disregarding any charter or other engagement to which the vessel may be committed.

**Illegal fishing** includes the use of the vessel in contravention of any law, rule, regulation, requirement, protocol or article.

**Incident** means an accident relating to the operation or use of *Your* vessel. A series of *incidents* which have the same cause will be treated as one *incident*.

**Insolvency event** if *You* are an individual, *Insolvency event* means any of the following: a receiving order is made against *You*; *You* become bankrupt; *You* make any composition or arrangement with *Your* creditors generally.

If *You* are a company, *Insolvency event* means any of the following: the passing of any resolution for voluntary winding up; an order being made for compulsory winding up (other than for the purpose of company or group reorganization); the dissolution of the company; the appointment of a receiver or manager of all or part of the company's business; upon commencement by the company of proceedings under any bankruptcy or insolvency laws to seek protection from its creditors or to reorganise its affairs.

**Nuclear risks** means any loss, damage or expense due to or arising out of, directly or indirectly, nuclear reaction, radiation or radioactive contamination regardless of how it was caused.

**Passenger** means any person carried or intended to be or having been carried on *Your* vessel under a contract of carriage for



reward.

**Personal effects** means items which *Your crew, passengers* or others bring on to *Your vessel* and which are unconnected to the operation of *Your vessel*.

**Pollution** means the accidental discharge or escape of oil or other substances from *Your vessel*.

**Sanctions risks** means the risk of being or becoming subject to any sanction, prohibition, or adverse action in any form whatsoever by any State where *We* or *Our* Managers have registered offices or permanent places of business or any State being a Major Power or by the United Nations or the European Union. For the purposes of this policy, 'Major Power' means any of the following States: United Kingdom, United States of America, France, the Russian Federation and the People's Republic of China.

**SCOPIC** means Special Compensation P&I Club Clause.

**Tow** means the towed fishing vessel. It does not include towed objects which are not vessels, unless otherwise endorsed on *Your* policy.

**Uninsured or Underinsured third party vessel** means a third party vessel whose owner or operator has no insurance or insufficient insurance to cover medical costs and expenses of *Your crew, or passengers* or others.

**War risks** means costs or expenses (regardless of whether partially caused by neglect by *You* or *Your* servants or agents) when the *incident* giving rise to the liability or expense was caused by the following: war, civil war, revolution, rebellion, insurrection or resultant civil strife arising therefrom or any hostile act by or against a belligerent power, or any act of terrorism; capture, seizure, arrest, restraint or detention (barratry and piracy excepted) and the consequences thereof or any attempt thereat; mines, torpedoes, bombs, rockets, shells, explosives or similar weapons of war.

**We** or **our** or **us** means The Shipowners' Mutual Protection and Indemnity Association (Luxembourg), the insurer.

**You** or *Your* means the person or company named as the assured Member in on the Certificate of Insurance.

Optional additional cover

If *You* require any of the following additional covers, please contact *Us*:

- Personal Accident cover
- Pre-delivery and post-delivery *crew* (during build, purchase or sale periods)
- Legal Cost cover (for certain types of disputes)

## BIO-CHEMICAL EXTENSION CLAUSE

### THE FOLLOWING BIO-CHEMICAL EXTENSION CLAUSE FORMS PART OF A MEMBER'S INSURANCE UNLESS OTHERWISE AGREED BY THE MANAGERS IN WRITING

#### 1 Subject to the terms and conditions and exclusions set out herein, cover is extended to include the liability of the Member (being an Insured Owner):

- (a) To pay damages, compensation or expenses in consequence of the personal injury to or illness or death of any seaman (including diversion expenses, repatriation and substitute expense and shipwreck unemployment indemnity),

- (b) For the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by an Association (other than under the 'Discretionary Claims' section of *Your* policy)

1.2 Where such liability is not recoverable under:

- (a) Any war risk P&I policies either provided by *Us* or by someone else,

1.3 Solely by reason of the operation of an exclusion of liabilities, costs, losses and expenses directly or indirectly caused by or contributed to by or arising 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 program, malicious code, computer virus or process or any other electronic system,

1.4 Other than liabilities, costs, losses and expenses arising from:

- (i) Explosives or the methods of the detonation or attachment thereof.
- (ii) The use of the entered ship or its *cargo* as a means for inflicting harm, unless such *cargo* is a chemical or biochemical weapon.
- (iii) The use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

## 2. Excluded Areas

2.1 The Board may in its discretion decide that there shall be no recovery in respect of any liabilities, costs, losses and expenses directly or indirectly caused by or contributed to by or arising out of any event, accident or occurrence within such ports, places, zones or areas, or during such period as they may specify.

2.2 At any time or times before, or at the commencement of, or during the Policy Year, the Association may by notice to the Member change, vary, extend, add to or otherwise alter the ports, places, countries, zones and periods specified in Clause 2.1 from a date and time specified by the Association not being less than 24 hours from midnight on the day the notice is given to the Member.

## 3. Cancellation

Cover hereunder may by notice to the Member be cancelled by the Association from a date and time specified by the Association, not being less than 24 hours from midnight on the day notice of cancellation is given to the Member.

## 4. Limit of Liability

4.1 Subject to Clause 4.2 the limit of liability of the Association under this extension of cover in respect of all *claims* shall be in the aggregate US\$ 30 million each ship any one accident or occurrence or series thereof arising from any one event.

4.2 In the event that there is more than one entry by any person for Bio- Chemical cover as provided herein in respect of the same ship with the Association and/or any other insurer which participates in the Pooling Agreement or General Excess Loss Reinsurance Contract, the

aggregate recovery in respect of all liabilities, costs, losses and expenses arising under such entries shall not exceed the amount stipulated in Clause 4.1 and the liability of the Association under each such entry shall be limited to such proportion of that amount as the *claims* arising under that entry bear to the aggregate of all such *claims* recoverable from the Association and any such other insurer.

#### **5. Deductible**

The *deductible* shall be the *deductible* applicable to the relevant cover set out in the Certificate of Insurance.

#### **6. Law and Practice**

1. This clause is subject to English law and practice.