

CHARTERERS' LIABILITY

General Terms and Conditions 1/2016

BRITISH STEAMSHIP P&I

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CLASS 1 - CHARTERERS' LIABILITY

The Association shall indemnify the Member against the Legal Liabilities, costs and expenses under this Class of Insurance, which are incurred in respect of the operation of the Entered Vessel, arising from Events occurring during the Period of Insurance, as set out in Section 1 to 18 below.

SECTION 1 – DAMAGE TO ENTERED VESSEL

1.1 Liability of the Member as Charterer under the terms of the Charter Party of the Entered Vessel, which arises out of physical loss or damage to the Entered Vessel, to include loss of or damage to hull, machinery, equipment, stores, fuel or other property belonging to the owners of the Entered Vessel.

1.2 Liability of the Member as Charterer for detention or loss of use or hire of the Entered Vessel, following and consequent upon an incident which led to physical loss or damage to the Entered Vessel for which the Member is legally liable under the terms of the Charter Party as per section 1.1 above.

SECTION 2 – CARGO

2.1 The liabilities, costs and expenses set out in paragraphs (a) to (d) when and to the extent that they relate to Cargo intended to be or being or having been carried in, on or by the Entered Vessel:

- a. Loss, shortage, damage or other responsibility
Liability for loss, shortage, damage or other responsibility arising out of any breach by the Member, or by any person for whose acts, neglect or default the Member may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the Cargo or out of unseaworthiness or unfitness of the Entered Vessel;
- b. Disposing of damaged Cargo
The additional costs and expenses over and above those which would have been incurred by the Member in any event under the contract of carriage, which have been incurred by the Member in discharging or disposing of damaged or worthless Cargo, but only if and to the extent that the Member is legally liable for these costs and expenses and unable to recover those

costs from any other party;

c. Failure of consignee to remove Cargo

The liabilities and additional costs incurred by the Member, over and above the costs which would have been incurred by him if the Cargo had been collected or removed, solely by reason of the total failure of a consignee to collect or remove Cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the Cargo and the Member has no recourse to recover those liabilities or costs from any other party;

d. Through or transshipment bills of lading

Liability for loss, shortage, damage, or other responsibility in respect of Cargo carried by a means of transport other than the Entered Vessel, when the liability arises under a through or transshipment bill of lading, or other form of contract, approved by the Manager in writing, which provides for carriage partly to be performed by the Entered Vessel.

2.2 Exclusions and Limitations

2.2.1 There shall be no recovery from the Association under this section in respect of liabilities, costs or expenses arising from:

- a. A bill of lading, way bill or other document containing or evidencing the contract of carriage, issued with the knowledge of the Member, or his agent with an incorrect description of the Cargo or its quantity or its condition;
- b. The issue of a bill of lading or other document containing or evidencing the contract of carriage which contains any fraudulent misrepresentation, including but not limited to the issue of an antedated or postdated bill of lading;
- c. Delivery of Cargo carried under a negotiable bill of lading or similar document of title without production of that bill of lading or document by the person to whom delivery is made;
- d. Delivery of Cargo carried under a waybill or similar non-negotiable document to a party other than the party nominated by the shipper as the person to whom

delivery should be made;

- e. Discharge of Cargo at a port or place other than in accordance with the contract of carriage;
- f. The issuance or signing of bills of lading or other transport documents by the Member unless otherwise agreed in writing;
- g. Late arrival or non-arrival of the Entered Vessel at a port or place of loading, or failure to load any particular Cargo, unless the late arrival or failure to load is caused beyond the Member's control and arising under a bill of lading already issued;

2.2.2 Standard terms of carriage

There shall be no recovery from the Association in respect of liabilities, costs and expenses, which would not have been incurred by the Member if the Cargo had been carried on terms no less favourable to the Member than those laid down on the Association's recommended standard terms of carriage which shall be the Hague-Visby Rules. In particular, there shall be no recovery from the Association in respect of liabilities arising under the Hamburg Rules, unless the Hamburg Rules are compulsorily applicable to the contract of carriage by operation of law.

2.2.3 Valuables

There shall be no recovery from the Association in respect of the carriage of Valuables, unless the Manager has approved the carriage in writing.

2.2.4 Ad valorem bills of lading

Where the value of any Cargo is declared upon the bill of lading at a figure in excess of USD 2,500.- (or the equivalent in the currency in which the declared value is expressed) per unit, piece or package, the liability of the Association under this section shall not exceed USD 2,500.- per unit, piece or package, unless the Association has agreed in writing to provide cover at a higher value.

2.2.5 Property of the Member

If any Cargo lost or damaged on board of the Entered Vessel shall be the property of the Member, he shall be entitled to recover from the Association the same amounts as would have been recoverable if the

Cargo had belonged to a third party and that third party had concluded a contract of carriage with the Member on the terms of the Association's standard terms of carriage stated above in section 2.2.2.

2.2.6 Deviation

There shall be no recovery from the Association under this section and no claims shall be admissible if the liability, costs or expenses arise as a result of or arise following a deviation from the contractually agreed voyage and if as a result of such a deviation the Member is not entitled to rely on any defences or rights of limitation which would otherwise have been available to him to reduce or eliminate his liability. The Association may agree special cover at terms to be agreed, if the deviation is reported before it occurs.

2.2.7 Deck Cargo

There shall be no recovery from the Association for liability, costs or expenses in respect of Cargo carried on deck, except:

- a. For containers where the Entered Vessel is designed and/or permanently fitted and equipped for the carriage of containers on deck and the Entered Vessel has written approval from the Classification Society for the carriage of containers on deck;
- b. In case the bill of lading, waybill or similar document expressly states that the cargo is carried on deck and the Member is free from liability for loss or damage; The carriage of cargo other than containers on deck where recognized as custom of the trade and subject to prior written approval by the Association;
- c. The Association has agreed in writing to provide special cover.

SECTION 3 – ILLNESS, INJURY AND LOSS OF LIFE

Liability to pay damages or compensation for illness, personal injury or death of any person, other than an employee, including hospital, medical or funeral expenses incurred in relation to such illness, injury or death. Provided that such liability arises out of negligent acts or omissions on board an Entered Vessel or directly in connection with loading cargo onto or discharging it from an Entered Vessel.

SECTION 4 – LOSS OF OR DAMAGE TO PROPERTY

4.1 Liability to pay damages or compensation for any loss of or damage to any property (including infringement of rights in connection with that property) whether on land or water and whether fixed or moveable.

4.2 Exclusions and Limitations

4.2.1 No claim shall be recoverable under this section where the liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, unless those terms were previously approved by the Association in writing.

4.2.2 No claim shall be recoverable under this section in respect of loss of or damage to property which is owned, leased or otherwise within the possession, custody or control of the Member.

4.2.3 This section does not apply to liabilities falling within other sections of this Class of Insurance.

SECTION 5 – COLLISION WITH OTHER SHIPS

Liability to pay damages to any other person and/or party arising out of the collision of the Entered Vessel and another vessel.

SECTION 6 – CONTRACTS AND INDEMNITIES

Liability for loss of life, illness or personal injury, or for loss of or damage to property under the terms of any contract or indemnity made or given by the Member in respect of facilities or services rendered or to be rendered to the Entered Vessel, but only if and to the extent that the terms have been agreed and cover for the liability has been agreed between the Member and the Association.

SECTION 7 – WRECK REMOVAL

7.1 Liability for the costs and expenses of raising, removing, destroying, lighting or marking the wreck of an Entered Vessel or of any Cargo carried aboard such Vessel, but always provided that the Member is obliged by law to perform such operations or bear such expenses.

7.2 Exclusions and Limitations

7.2.1 In respect of a recovery from the Association under this section the value of the wreck and anything else salvaged shall be deducted and set off against the recoverable costs and expenses.

7.2.2 The Member shall not have transferred an interest in the wreck, if any, prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to liability, save by abandonment with the Association's approval in writing.

7.2.3 The occurrence or Event giving rise to the wreck of the Entered Vessel arose during the Period of Insurance and the Entered Vessel's attachment thereto.

SECTION 8 – QUARANTINE EXPENSES

Liability to pay damages or compensation and/or additional expenses incurred by the Member as a direct consequence of an outbreak of a contagious or infectious disease on the Entered Vessel, including quarantine and disinfection expenses and the net loss to the Member in respect of bunkers, insurance, wages, stores, provisions and port charges.

SECTION 9 – TOWAGE

9.1 Towage of the Entered Vessel

9.1.1 Liability under the terms of a contract for the customary towage of the Entered Vessel for the purpose of entering or leaving a port or manoeuvring within the port during the ordinary course of trading.

9.1.2 Liability in the ordinary course of trading if the Entered Vessel is habitually towed from port to port or from place to place.

9.1.3 Liability under the terms of a contract for towage of an Entered Vessel other than customary towage, but only if and to the extent that cover for such liability has been agreed by the Manager in writing.

9.2 Towage by the Entered Vessel

Liability arising from the towage of another ship or object is only recoverable from the Association, if agreed by the Manager in writing.

SECTION 10 – POLLUTION

The liabilities, losses, damages, costs and expenses arising out of the sudden and accidental discharge or escape of any substance from an Entered Vessel, including claims arising from measures taken in order to avoid or minimize pollution. Provided that there shall be no recovery under this section in respect of costs and expenses incurred by the Member pursuant to an order or direction given by a competent government or recognised authority if such liabilities and expenses are covered under any other insurance.

No claim shall be recoverable under this section where the Member is solely held liable as owner of the Cargo.

In respect of recovery from the Association under this section the value of any property that is or may be deemed to be a hazardous substance which may cause pollution and in respect of which the Member has obtained any proceeds of sale or other financial recovery whatsoever shall be deducted from and set off against the Association's liability to pay.

SECTION 11 – SALVAGE AND GENERAL AVERAGE

Liability for Member's proportion of general average, special charges or salvage in respect of freight at risk and/or bunkers owned by the Member, provided always that such liability is not covered by any other insurance.

SECTION 12 – SUE & LABOUR AND LEGAL COSTS

12.1 Costs, including legal costs, and expenses reasonably incurred by the Member, on the occurrence of an Event or matter liable to give rise to a claim, in avoiding or seeking to avoid or minimize any liability or expenditure or loss against which it is Entered by the Association, provided that no such costs or expenses shall be recoverable unless either they have been incurred with the Manager's prior agreement or the Association determines that such costs or expenses were reasonably incurred.

12.2 Unless otherwise agreed the costs and expenses incurred under section 12.1 shall bear the same Deductible as the liability or expenditure so avoided would have borne.

12.3 Exclusions and Limitations

There shall be no recovery from the Association in respect of costs and expenses:

- a. which are claimable in General Average;
- b. which result from the Entered Vessel being overloaded or improperly stowed;
- c. which are incurred in order to make the Entered Vessel seaworthy to receive the cargo;
- d. which form part of the daily running of the Entered Vessel;
- e. for work which could have been carried out by the Crew or by reasonable use of the Entered Vessel and her equipment.

SECTION 13 – EXTRA BUNKER HANDLING COSTS

Extra costs, and liability for extra costs, in connection with the removal, storage, processing and disposal of bunkers supplied for the Member's account where such costs are necessarily, reasonable and solely incurred as a direct result of such bunkers being defective, contaminated or unfit for use.

Exclusions and Limitations

There shall be no recovery from the Association in respect of costs, or liability for costs, which:

- a. Result from failure to order bunkers of the correct specification;
or
- b. Would have been subject to a right of recourse against the bunker suppliers or other third party but for a waiver or exemption agreed to by the Member.

SECTION 14 – FINES

14.1 Liability for fines imposed by any court, tribunal, or authority of competent jurisdiction upon the Member or upon any person for whom the Member is legally liable to reimburse, for any of the following:

- a. Short or over delivery of Cargo or for failing to comply with regulations concerning declarations relating to goods or Cargo or to the Entered Vessel's documents;
- b. In respect of accidental pollution by oil or other substance;
- c. Smuggling or any infringement of any customs law or regulation relating to the Cargo or the Entered Vessel;
- d. Any act, neglect or default, other than those specified above, of any servant or agent of the Member in the course of their duties in respect of the Entered Vessel.

14.2 Exclusions and Limitations

There shall be no recovery from the Association in respect of:

- a. Overloading of the Entered Vessel;
- b. Entry of the Entered Vessel into prohibited waters;
- c. Disregarding of routing regulations;
- d. Criminal activity, of which the Member had actual or constructive knowledge, recklessly disregarded or failed to take reasonable steps to prevent.

SECTION 15 – STOWAWAYS

15.1 Liability under a Charter Party to the owner for fines and other expenses incurred by that owner as a consequence of stowaways being or having been on board an Entered Vessel, provided that the owner itself incurred such fines and expenses under legal liability and those expenses are not recoverable by the Member from any third party and there is no insurance for liability.

15.2 Exclusions and Limitations

Costs or expense of whatsoever nature directly or indirectly caused by or in any way contributed to, by or in consequence upon liabilities in excess of those the Member has or would have incurred under BIMCO's 'Stowaways Clause for Time Charters'.

SECTION 16 – ENQUIRY EXPENSES

Expenses reasonably incurred at the discretion of the Association by the Member in defending itself and/or protecting its interests before a formal enquiry into a casualty involving the Entered Vessel.

SECTION 17 – INTERFERENCE BY GOVERNMENT AUTHORITIES

Expenses incurred in defending or seeking redress where there has been interference with the operation of the Entered Vessel by any lawful authority in any country that the Association shall in its own discretion, decide is unwarranted and requires investigation.

SECTION 18 – RISKS INCIDENTAL TO CHARTERING

The Association may cover, in its absolute discretion, the Member's liabilities, losses or expenses to third parties, being parties other than the Member, Joint (or Co-) Member or Associated persons, which are incidental to the business of chartering and which are not specified or expressly excluded in this Policy of Insurance, but only to such extent that the Association may decide on any request under this section in its sole discretion.

PART 2 – DEFENCE COVER FOR LEGAL COSTS (CLASS 2)

The standard cover is set out in section 19 below and is subject always to the terms and conditions of this policy and the provisions of the General Terms & Conditions mentioned in part 4 and the provisions of section 20 below. The Association shall indemnify the Member against the reasonable and necessary legal costs and expenses, which are incurred in relation to the operation of the Entered Vessel, arising from Events occurring during the Period of Insurance.

The Association has the liberty to exclude, limit, modify or otherwise alter the standard cover by special terms, which have been agreed between the Association and the Member and if so agreed any special terms will appear on the Certificate of Entry.

SECTION 19 – RISK COVERED

19.1 The reasonable and necessary legal costs and expenses incurred in establishing or resisting claims and disputes, including any such costs and expenses which the Member may become liable to pay to any other party, arising in respect of:

19.1.1 Hire or off-hire, freight, deadfreight, laytime, demurrage, dispatch or other claim or dispute relating to the Charter Party, Bill of Lading or other contract of carriage in respect of the Entered Vessel;

19.1.2 Supplies to the Entered Vessel;

18.1.3 Charges, disbursements and accounts received from agents, stevedores, customs, brokers, harbour authorities or other servants of the Member;

19.1.4 Loading, stowing, trimming, discharging, lightening of Cargo on, or from the Entered Vessel;

19.1.5 Loss of, damage to or detention of the Entered Vessel;

19.1.6 General or particular average contributions or charges;

19.1.7 Salvage or towage services rendered to the Entered Vessel;

19.1.8 Representation of the Member at official investigations or

other inquiries in relation to the Entered Vessel;

19.1.9 Actions by, or against Passengers intended to be or being or having been carried on the Entered Vessel, provided the carriage of passengers was approved by the Association;

19.1.10 Actions by, or against, Crew members, or their personal representatives, dependants or stowaways;

19.1.11 Actions by, or on behalf of, a State or any public body against the Member or the Entered Vessel, but not taxes or dues payable in countries where the ship is registered or where the Member is resident or where the Member has a permanent place of business;

19.1.12 Amounts due from, or to, insurers, other than the Association;

19.1.13 Sale and purchase of the Entered Vessel;

19.1.14 Actions by, or against builders and/or repairers of the Entered Vessel;

19.1.15 Any other issue or matter in connection with the Entered Vessel.

Any claim under this section must have arisen from occurrences or circumstances, which have taken place after the Attachment Date under this policy and must be notified to the Association within the Period of Insurance.

SECTION 20 – EXCLUSIONS AND LIMITATIONS

20.1 There will be no recovery under this Class of Insurance, if:

20.1.1 The claim, liability or dispute would or could have been covered under the Member's Protection & Indemnity cover;

20.1.2 There is no reasonable relationship between the amount in dispute or the prospects of successfully obtaining payment (due to financial position of the other party or otherwise) and the costs which are likely to be incurred;

20.1.3 The claim or position adopted by the Member is tainted with illegality or serious impropriety, or is based on conduct or matters which give rise to an exclusion of cover under either this or any other policy of insurance concluded between the Member and the Association, including the Association's General Terms and Conditions incorporated therein.

20.2 Any recovery under this Class of Insurance shall be subject always to the following:

20.2.1 The Association shall be entitled in its absolute discretion to support the Member in connection with any claim or dispute referred to in section 19 to such stage or extent and in such manner and on such terms as the Manager may think fit, including but not limited to a term that the amount that the Member will be reimbursed by the Association shall be capped at a particular amount or alternatively that the Member shall not be reimbursed in respect of any specified amount or proportion of the costs and expenses incurred or to be incurred.

20.2.2 The Association shall be entitled at any time in its absolute discretion to discontinue its support or to refuse further support in connection with any claim or dispute referred to in section 19, notwithstanding any previous decision by the Association to support the same.

20.2.3 Notwithstanding section 27.8 of part 4 of this insurance, the Association shall have an absolute discretion as to the conduct of any claim or dispute referred to in section 19 and may at any time direct an Member and its appointed lawyers, surveyors or other persons to take whatever course in connection therewith as the Association may at its sole discretion require and upon such terms as the Association may deem appropriate and to continue or discontinue any legal proceedings.

20.2.4 In the event of a failure by the Member to act as directed by the Association whether under this sub-section 20.2 or howsoever, the Member shall not be entitled to be reimbursed by the Association in respect of any legal costs and expenses so incurred unless and insofar as the Association shall, in its absolute discretion, otherwise determine.

20.3 The Association shall be entitled either directly on its own behalf or

with the full cooperation of the Member to take all such steps as it deems appropriate to satisfy itself that the legal costs and expenses incurred in respect of this part 2 are reasonable. The Association shall have full authority and right to make enquiry of any appointed lawyers and to negotiate with them, to require a full schedule of costs and disbursements and to tax or assess the same as the Association in its sole discretion shall consider appropriate whether formally or otherwise and the Member shall provide all consents as may be necessary in this regard.

20.4 Where a dispute falls within this Policy, the Member shall not settle or compromise the dispute or make any admissions without the prior approval of the Association, failing which the Association may in its absolute discretion decline cover and/or require reimbursement from the Member forthwith of any legal costs and/or expenses that it has already incurred in respect of the dispute. If a claim by the Member has been compromised or settled on terms that either are inclusive of legal costs or make no provision as to costs, the Association shall in its absolute discretion be entitled to determine what part of any sum thus received by the Member shall be deemed attributable to legal costs, and require that part to be paid forthwith to the Association to the extent that the Association has already incurred such costs.

PART 3 – CARGO OWNERS’ LEGAL LIABILITY (CLASS 3)

SECTION 21 – RISK COVERED

The Association shall indemnify the Member against the legal liabilities, costs and expenses under this Class of Insurance, incurred by the Member in his capacity as cargo owner/trader whilst cargo carried on a ship, or whilst being loaded on or discharged from a ship, which would have been covered under Class of Insurance 1 of this policy wording had they been incurred by the Member in its capacity as Charterer, but excluding liabilities, losses, costs and expenses in respect of damage to or loss or reduced value of cargo arising as a consequence of a condition, quality or specification of the cargo which existed prior to the cargo being accepted for carriage or which was caused by treatment or processing, including blending, of cargo other than treatment necessary for transportation.

For the purpose of this Class of Insurance the word “cargo” shall mean any lawful and merchantable commodity or goods intended to be or being or having been carried on board a Vessel pursuant to a contract of carriage but shall exclude any other equipment, stores, fuel (unless carried as cargo) or substance or whatever nature, and shall further exclude waste and residues of cargo(es) and/or of other equipment, stores, fuels and/or substances.

For the purpose of this Class of Insurance “cargo owner” includes buyer, seller, holder of the Bill of Lading and cargo trader, where they have the ownership on the loaded cargo.

21.1 Exclusions and Limitations

Excluding any liability arising from lighterage and/or Vessel-to-Vessel transfer.

21.2 O.P.A. disclaimer clause

Notwithstanding any other provision of this Policy of Insurance or of any underlying insurance, this Policy of Insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or State laws. Any showing or offering of this policy by the Member as evidence of insurance shall not be taken as any indication that the Association consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not consent to be guarantor or to be sued directly.

PART 4 – GENERAL TERMS AND CONDITIONS

SECTION 22 – APPLICATION OF TERMS

Any contract of insurance effected pursuant to the Marine Liability Policy for Charterers shall incorporate the general terms and conditions and the terms and conditions of Class of Insurance 1, Class of Insurance 2 or Class of Insurance 3 as the case may be. The terms and conditions set out in each Class of Insurance in this policy shall prevail over the general terms and conditions in the event of a conflict between them, but any terms appearing in the Certificate of Entry shall prevail above all others.

SECTION 23 – APPLICATION FOR INSURANCE

Any application shall be in the form supplied by the Association from time to time. The information and particulars given in the course of applying for insurance shall be deemed to form the basis of the contract of insurance between the Association and the Member.

SECTION 24 – CERTIFICATE OF ENTRY

24.1 On acceptance of the application for insurance by the Association, a Certificate of Entry will be issued by the Association evidencing the terms and conditions of the contract of insurance between the Association and the Member, which shall also state:

23.1.1 Name of Member on whose behalf the Entered Vessel is Entered and name of any Co-Member.

23.1.2 The Class of Insurance and any special terms and/or warranties.

23.1.3 The name and main details of the Entered Vessel(s).

23.1.4 The Attachment Date of the Entered Vessel(s) and the Period of Insurance.

23.1.5 The maximum amount Entered.

23.1.6 The applicable Deductibles.

24.2 If at any time during the Period of Insurance the terms relating to any Entered Vessel vary, the Association will issue an endorsement stating the terms and effective date of such variation.

24.3 Every Certificate of Entry shall be conclusive evidence as to the terms of the contract of insurance or as to the variation of such terms as the case may be.

SECTION 25 – EXCLUSIONS AND LIMITATIONS

25.1 The Member shall not be entitled to recover under any part or Class of Insurance, if:

25.1.1 The Member has failed to exercise reasonable care in the chartering, operation or management of the Entered Vessel including taking reasonable steps to check the solvency and reputation of the other party to any Charter Party;

25.1.2 The Member has failed to promptly provide the Association or its nominated representative with any information or documentation relating to any claim or dispute under this policy;

25.1.3 The claim or dispute is between Joint Members or between Associated persons;

25.1.4 The claim or dispute arose out of or consequent upon the Entered Vessel carrying illegal goods, contraband, blockade running or the Member recklessly or intentionally employed or caused the Entered Vessel to be employed in an unlawful or unduly hazardous or improper trade or voyage or that the Cargo carried and/or the method of its securing or unsecuring, carriage, loading, discharging, inspection, maintenance, treatment or lack thereof during the voyage was unduly hazardous, patently inappropriate or improper;

25.1.5 The liabilities, costs, losses or expenses are caused by:

- a. War, civil war, revolution, rebellion, insurrection, terrorist act or civil strife arising from that, or any hostile act by or against a belligerent power;
- b. Capture, seizure, arrest, restraint or detention (barratry

- and piracy excepted) and the consequences thereof or any attempt thereat;
- c. Any weapons of war, unless by reason of transport on the Entered Vessel;
 - d. Nuclear risks;
 - e. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - f. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - g. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - h. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-section does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
 - i. Any chemical, biological, bio-chemical or electromagnetic weapon;
 - j. Cargoes that are not carried in accordance with the specific international guidelines applicable including, but not limited to, the IMDG, IBC or IMSBC Code, and port/local regulations; or which are carried on board vessels which do not comply with the requirements as set for the carriage of such Cargo. The transport of this type of Cargo to be always approved under the Charter Party and done with the knowledge and consent of the master/owners;
 - k. Wilful misconduct on the part of the Member, such misconduct being an act intentionally done, or a

deliberate omission by the Member, with knowledge that the performance of omission will probably result in injury, or an act done or omitted in such way as to allow inference of a reckless disregard of the probable consequences.

25.1.6 The Entered Vessel has been, or is intended to be, employed in trades or areas other than those agreed with the Association;

25.1.7 The Member has failed to declare the Vessel to the Association prior to commencement of the Charter Party or voyage, unless specifically otherwise agreed in the Certificate of Insurance;

25.1.8 The claim is in respect of liability, losses, costs and expenses arising out of performing Specialists Operations, unless agreed by the Association in writing prior to attachment;

25.1.9 The Claim is in respect of liability, losses, costs and expenses arising out of the carriage of Passengers, unless agreed by the Association in writing prior to attachment;

25.1.10 The liability arises under the terms of any contract or indemnity and would not have arisen but for those terms, unless those terms were previously approved by the Association in writing.

25.1.11 Any claim, dispute or other matters which arise between the Association and the Member.

SECTION 26 – PAYMENTS TO THE ASSOCIATION

26.1 The obligation to pay the premium is an obligation solely of the Member. Section 53 of the Marine Insurance Act shall not unless otherwise agreed apply.

26.2 The Member shall pay the premium strictly as required by the Association in the Certificate of Entry or as the Association shall specify from time to time. Time shall be of the essence as regards any due date as hereinafter defined.

26.2.1 If the Certificate of Entry or other written notification by the

Association requires payment to be made in full by a given date or within the period there set out this shall be the “due date” by which the Member must pay.

26.2.2 If the Certificate of Entry or other written notification by the Association requires payment to be made in instalments by a series of dates or periods as there set out, then each date or period shall count as a “due date” by which the Member must pay, although it is expressly agreed and noted that the instalment payments do not render the policy severable.

26.2.3 If the Certificate of Entry or other written notification by the Association requires payment to be made against periodic bordereaux of chartered vessels or pursuant to individual or group declarations (“schedule payments”) then the payment date for each schedule payment shall count as a “due date”. It is expressly agreed that the schedule payments do not render the policy severable.

26.3 No claim of any kind whatsoever by the Member against the Association shall constitute any right of set-off against the premiums or other sums due to the Association or shall entitle the Member to withhold or delay payment of any premiums or other sums due under this Policy of Insurance.

26.4 If any premium or other sum due to the Association is not paid on, or before, the date specified by the Association, interest shall be payable from the date specified for payment thereof to the date of payment at a rate which the Association shall from time to time determine.

26.5 Where the Member has failed to pay, either in whole or in part, any premium by a due date notwithstanding that, in relation to instalment payments and schedule payments, the Member may have paid any prior amount(s) by the due date(s), the Association shall have the right to serve a notice upon the Member requiring him to pay such amount by any date specified in such notice, not being less than seven (7) days from the date on which notice is given.

If the Member fails to make such payment in full on or before the date so specified, the insurance of the Member shall be cancelled forthwith without further notice of other formality. The effect of such cancellation shall be as set out in section 28.1 below. Notwithstanding that the insurance has been cancelled by virtue of this section, the Member shall be liable for all or any amounts which have fallen due under this policy prior to such cancellation.

26.6 The Association shall be entitled, once premiums and other sums have become due and payable, to commence an action against the Member or any other liable person, for the recovery of these amounts.

26.7 For the avoidance of doubt, in relation to schedule payments the Member may not elect or seek to appropriate any one premium payment to a particular schedule payment. Its obligation is to pay each schedule payment as it falls due and in strict rotation. The Association may serve a notice pursuant to section 26.5 in respect of any failure to pay by a due date and its right of cancellation pursuant to section 26.5, and the effect thereof pursuant to section 29.1, shall subsist and there shall be no waiver in respect thereof even if an earlier or later schedule payment(s) has been made by a due date(s).

Should the Member electronically transmit funds after a due date or after the notice period specified in the Association's notice under section 26.5 has expired then the acceptance of such funds is conditional only and the Association in its sole discretion may unequivocally accept or reject the late payment. In the event that the Association rejects the late payment then this insurance shall be effectively cancelled as from the expiry of the notice period and section 29.1 shall be fully effective.

SECTION 27 – CLAIMS

27.1 Upon the occurrence of any casualty, Event or matter liable to give rise to a claim by the Member against the Association, it should be the duty of the Member and his agents to take and continue to take all such steps as may be reasonable for the purpose of averting or minimising any expense or liability in respect of which he may be Entered by the Association. If the Member commits any breach of this obligation the Association may reject any claim by him.

27.2 If the Member makes any request for payment under this Policy of Insurance knowing it to be fraudulent or false in any respect (or in circumstances where it ought reasonably to be known to be so) or where the Member colludes with a third party with a view to making a fraudulent claim under this policy, the Association may reject this request for payment.

27.3 If the Member becomes insolvent during the course of any claim to which the Association has given support, the Association shall thereupon reserve the right to withdraw that support forthwith.

27.4 It is a condition precedent to Association's liability hereunder that the Member shall give prompt notice in writing to the Association of any claim, dispute, matter or Event, which has arisen or has occurred and which is liable to give rise to a claim under this Policy of Insurance and give the Association all relevant facts of which the Member has knowledge at the time of any notification.

27.5 The Member must at all times promptly provide the Association of any documents, reports, evidence or other information relevant to any claim, dispute, matter or Event which has led or which is liable to lead to a claim under this Policy of Insurance, and which are in the possession or power of the Member or his agents or otherwise within his knowledge.

27.6 When so requested by the Association, the Member shall promptly produce, or cause his agents promptly to produce all such documents or information of whatsoever nature which are or may be relevant to the Member's claim or intended claim.

27.7 The Member shall permit the Association or his appointed agent or servant to interview any servant or agent or other person who may have been working for the Member at the material time or at any time thereafter or whom the Association consider likely to have any direct or indirect knowledge of the matter giving rise to a claim under this Policy of Insurance.

27.8 Any lawyer, surveyor or other expert or adviser shall be selected by the Association. The Association may, at its sole discretion, approve or decline any suggestions of the Member in this regard. A lawyer, surveyor, expert or other adviser so selected shall be appointed and employed solely on the basis:

27.8.1 That they are employed by the Member who shall be deemed their principal.

27.8.2 That they have standing instructions from the Member at all times to give advice and report to the Association directly without prior reference to the Member and shall produce to the Association any and all relevant documents or information obtained by them whether from the Member or howsoever and whether or not such advice, reports, documents or information would otherwise be the subject of legal or any form of privilege as if they had been appointed to act at all times and had at all times been acting on behalf of the Association and the Association may at any time whatsoever rely upon such advice, reports and documentation or information as it in

its absolute discretion deems fit, including but not limited to, the provision of further support and on coverage under the Policy of Insurance.

27.8.3 That notwithstanding section 26.8.2 above, any reports or advices given pursuant to this section shall not bind the Association to any course of action.

27.8.4 That they shall provide costs and disbursement estimates to the Association at the Association's request. If so advised by the Association in writing, no legal costs and expenses shall be incurred by them without the Association's express prior approval.

27.9 Where legal steps or other proceedings are undertaken by lawyers or other parties appointed by the Member or its agents, the Association has the discretion to decline to pay for such legal services. The Association furthermore has the right to control or direct the conduct of handling of any case or legal and other proceedings relating to any matter in respect whereof legal and other costs are covered and to require the Member to settle, compromise or otherwise dispose of the case or legal and other proceedings in such manner and upon such terms as the Association deems necessary. The Association shall be under no liability to reimburse an Member for costs incurred before the Association has been notified of a claim under the cover.

27.10 The Association is under no obligation to provide bail or other security on behalf of the Member, but from time to time the Association may in its sole discretion decide to provide bail or other security on such terms as the Association may consider appropriate.

27.11 The provision by the Association of bail or other security, or otherwise acting on behalf of the Member, shall not constitute an admission of liability by the Association for the claim in respect of which the bail or other security is given.

27.12 The provision by the Association of bail or other security is always subject to payment to the Association of the applicable Deductible(s) and all outstanding premiums.

27.13 It is a condition precedent to the Member's right of recovery under this policy with regard to any claim by the Member in respect of any loss, expense or liability, that the Member shall first have discharged any loss, expense or liability.

27.14 Where the Association has indemnified the Member for any claim under this policy, the Association shall be entitled to any recovery from a third party in respect of that claim and the Member shall, upon first request of the Association, provide all documents to enable the Association to exercise the Member's rights of recovery.

27.15 Where the Member as a consequence of an Event which is covered by the Association obtains extra revenue, saves expenses or avoids liability or loss which otherwise would have been incurred and which would not have been covered by the Association, the Association shall be entitled to recover from the Member or retain from any sum which would otherwise be payable to the Member, an amount equivalent to the benefit obtained by the Member.

SECTION 28 – CESSER OF INSURANCE

The Member shall cease to be Entered by the Association in respect of all Entered Vessels upon the happening of any of the following:

28.1 In respect of the Member:

28.1.1 If the Member is served in accordance with section 26.5 or section 32.3 with a notice by the Association requiring him to pay any amount due to the Association and he fails to pay such amount on or before the date specified in such notice;

28.1.2 Where the Member is an individual, upon his death or if a receiving order shall be made against him or if he shall become bankrupt or make any composition or arrangement with his creditors generally or if he shall become incapable by reason of mental disorder of managing and administering his property and affairs;

28.1.3 Where the Member is a corporation, upon the passing of any resolution for voluntary winding up (other than voluntary winding up for the purposes of Association or group reorganisation) or upon an order being made for compulsory winding up or upon dissolution or upon a receiver or manager of all or part of the corporation's business or undertaking being appointed or upon possession being taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the charge.

28.2 In respect of the Entered Vessel:

28.2.1 If the Member assigns rights and/or obligations under the Charter Party or any other contract for which the Entered Vessel is Entered;

28.2.2 From the date of redelivery of the Entered Vessel or termination of the contracted voyage by any reason;

28.2.3 If the Entered Vessel becomes a total loss or is accepted under the Hull or War Risks Policies as being a constructive, compromised or arranged total loss;

28.2.4 If the Entered Vessel is missing for 10 days from the date she was last heard of, or upon her being posted at Lloyd's as missing, whichever shall be the earlier;

28.2.5 If the Entered Vessel is requisitioned by a State of government authority.

SECTION 29 – EFFECT OF CESSER OF INSURANCE

29.1 If the cesser of the insurance occurs because of a cancellation for failure to pay premiums, the Member shall cease to be Entered as from the Attachment Date and the Association shall not be liable for any claims of whatsoever nature in respect of any Entered Vessel under this policy, whether the incident giving rise to such claim occurred before or after the cesser of this insurance and notwithstanding the Association may have admitted liability for or appointed lawyers, surveyors or any other person to deal with any claims or the Association has posted or promised security.

The Member must in all cases make alternative arrangements for the defence or prosecution of any claims and for the provision of substitute security and do all things necessary to take over and handle any claims as prudent uninsured.

29.2 If the cesser of insurance occurs for any other reason, the Association shall remain liable for all claims under this policy arising from any incident which occurred before the cesser but shall be under no liability in respect of any claim arising out of any occurrence or Event after the cesser.

SECTION 30 – MAXIMUM ENTERED AMOUNT

The maximum liability of the Association under this policy in respect of each accident or occurrence relating to the Entered Vessel and falling within the Period of Insurance shall be limited to the amount(s) specified in the Certificate of Entry.

SECTION 31 – LIMIT OF LIABILITY

The total limit of liability of the Association under this policy in respect of claims or series of claims arising out of any one Event including any costs, fees and expenses shall in no circumstances exceed the amount stated in the Certificate of Insurance. This limit shall apply to all claims, costs, fees and expenses arising out of the Event whether they are made by one or by more than one Member.

SECTION 32 – DEDUCTIBLES

32.1 Any claim recoverable under this policy shall be limited to the excess of the Deductibles specified in the Certificate of Entry.

32.2 The Member shall pay the Deductible on or before the date specified by the Association.

32.3 Where an Member has failed to pay, either in whole or in part, any amount due from the Member to the Association, the Association shall have the right to serve a notice upon the Member requiring him to pay such amount by any date specified in such notice, not being less than seven (7) days from the date on which notice is given. If the Member fails to make such payment in full on or before the date so specified, the insurance of the Member shall be cancelled forthwith without further notice or formality. Notwithstanding that the insurance has been cancelled by virtue of this clause, the Member shall be liable for all or any amounts which have fallen due under this policy prior to such cancellation.

32.4 The Association shall be entitled, once Deductibles have become due and payable, to commence an action against the Member or any other person liable to recover any such unpaid Deductible.

SECTION 33 – JOINT MEMBERS AND CO-MEMBERS

33.1 The Association may agree to extend the Policy of Insurance to a Joint Member named in the Certificate of Insurance.

33.1.1 Joint Members shall be jointly and severally liable to pay all amounts due to the Association.

33.1.2 Any payment by the Association to the Member or any one of the Joint Members shall be deemed to be complete payment to the Member and to all Joint Members jointly and shall fully discharge the obligations of the Association in respect of that payment.

33.1.3 The contents of any communication between the Association and the Member, or any Joint Member or any Co-Member, shall be deemed to be within the knowledge of the Member and all Joint Members and Co-Members.

33.1.4 Any failure by the Member, or any Joint Member, or any Co-Member to comply with any of the obligations under this Policy of Insurance, shall be deemed to be a failure of the Member and all Joint Members and Co-Members.

33.1.5 Any conduct or omission (including misrepresentation or non-disclosure) by the Member, or any Joint Member or any Co-Member, which would have entitled the Association to reject or reduce any claims, shall be deemed to have been the failure of the Member and all Joint Members and Co-Members.

33.1.6 The Association shall not cover any liability, loss, expense or costs in respect of any dispute between the Member and any Joint Member and any Co-Member, or between Joint Members or between Co-Members or between Joint Members and Co-Members arising out of or relating to the subject matter of this Policy.

33.1.7 The total liability of the Association in respect of any one Event, to the Member, and to any Joint Member or Co-Member shall not exceed such sum as would have been recoverable from the Association only by the Member.

33.1.8 In the event that the total liability of the Association is less than the total sum claimed by the Member and by any Joint Member or Co-Member, the Association shall be entitled to apportion payment in proportion to the respective amounts claimed.

33.2 The Association may agree to extend the Policy of Insurance to a Co-Member named in the Certificate of Insurance.

33.2.1 In respect of a Co-Member the Association shall only be liable to the Co-Member to the extent that it would have been liable to the Member had the claim in question been brought and enforced against the Member.

33.2.2 A Co-Member shall not be liable for amounts due to the Association by the Member.

SECTION 34 – ASSIGNMENT

No insurance provided by the Association and no interest in any contract between the Association and the Member may be assigned without the written consent of the Association, who shall have the right in its sole discretion to give or refuse such consent without stating any reason or to give consent upon any such terms or conditions as the Association may think fit.

The Association shall be entitled, before paying any claim to an assignee of the Member, to deduct or retain such amount as the Association may then estimate to be sufficient to discharge any liabilities of the Member to the Association, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

SECTION 35 – FORBEARANCE AND WAIVER

No act, omission, course of dealing, forbearance, delay or indulgence by the Association, whether by its officers, servants, agents or otherwise, shall be treated as a waiver of any of his rights in respect of any of the terms and conditions in this policy.

SECTION 36 – DISPUTES BETWEEN MEMBERS

In the event of a dispute between Members Entered with the Association, the Association may insist that the dispute in question shall be submitted to the Association and/or to a legal, technical or other expert appointed by the Association, for an opinion prior to the commencement of court proceedings or arbitration. Any such opinion may not be referred to in any subsequent proceedings but may be taken into account by the Association in

determining to what extent the Association shall cover the costs of either Member.

SECTION 37 – ADMISSION AND SETTLEMENT

The Member shall make no admission of liability nor settle any claim or dispute or proceedings instituted by or against it without prior written approval of the Association. If the Member admits liability or settles the claim or dispute without such prior written approval or refuses to settle the claim, notwithstanding that the Association shall have required it to do so, the Association shall not be liable to indemnify the Member and the Member will be liable to refund the Association all or part of any costs paid by the Association either to the Member or to lawyers, surveyors or other persons.

SECTION 38 – DOUBLE INSURANCE

38.1 There shall be no recovery from the Association of any claim in respect of liabilities or expenses which are recoverable under any other insurance effected by the Member.

38.2 The Association shall not be liable for any franchise, deductible or deduction of a similar nature borne by the Member under such other insurance.

SECTION 39 – INTEREST AND SET OFF

39.1 In no case whatsoever shall interest be paid on any amount due from the Association.

39.2 The Association shall be entitled to set off any amount due from the Member against any amount due to the Member.

SECTION 40 – SUBROGATION

The Association shall be subrogated to all the rights which the Member may have against any other person or entity, in respect of any payment or promise of payment made in accordance with this policy, to the extent of such payment or that promise of payment, and the Member shall, upon the request of the Association, execute all documents necessary to secure to the

Association such rights.

The Association shall have the right to sue in the name of the Member, and the Member shall execute all papers and documents in connection therewith, as requested by the Association, and shall lend all assistance to the prosecution of any suit. The balance of any amount recovered after full reimbursement of the Association for its loss and all expenses incurred shall be paid to the Member. Compliance with this requirement may, in the Association's discretion, be made a condition of the payment of a loss.

SECTION 41 – NOTIFICATION AND TIME LIMIT

Without prejudice to the duty of prompt notification contained in section 27.4, the Member's claim against the Association shall be extinguished and the Association shall be under no further liability in respect thereof if an Member:

- a. Fails to notify the Association of any casualty, Event or claim referred to in section 27.4 within one year after he has knowledge thereof or ought to have had knowledge thereof; or
- b. Fails to submit a claim to the Association for reimbursement of any liabilities, costs or expenses within one year after discharging the same.

SECTION 42 – TOTAL ASBESTOS EXCLUSION

There shall be no recovery from the Association in respect of any liabilities, costs and expenses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

SECTION 43 – U.S.A. OIL POLLUTION DISCLAIMER

This policy is not evidence of financial responsibility under the United States of America Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this Policy by the Member as evidence of insurance shall not be taken as any indication that Association consent to act as guarantors or to be sued directly in any jurisdiction whatsoever. The Association does not consent to be guarantors or to be sued directly.

SECTION 44 – LAW AND JURISDICTION

44.1 This policy shall be governed by and construed in accordance with English Law.

44.2 The High Court in London shall have exclusive jurisdiction to hear and determine any claim or dispute under this policy.

44.3 The insurance provided by the Association shall not nor is intended to confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.

SECTION 45 – MARINE INSURANCE ACT

This policy and all contracts of insurance made by the Association shall be subject to and incorporate the provisions of the Marine Insurance Act, and any statutory modifications thereof except insofar as such Act or modifications may have been excluded by this policy or by any terms of such contracts.

SECTION 46 – SANCTION LIMITATION AND EXCLUSION CLAUSE

There shall be no recovery from the Association in respect of any liabilities, costs or expenses where the provision of cover, the payment of any claim or the provision of any benefit in respect of those liabilities, costs and expenses would expose the Association to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation.

PART 5 – ADDITIONAL COVERS AND EXTENSION CLAUSE

In addition to the risks covered under part 1 of this policy, the Protection & Indemnity cover can be extended with the following optional clause at terms and conditions to be approved and confirmed by the Manager in writing prior to commencement of such risk.

CHARTERERS' BUNKERS

Insurance of Charterers' bunkers carried on board the Entered Vessel.

SOL INSURANCE

SOL or Shipowners' Liability to Cargo is an insurance to cover liabilities arising from a breach of contract of carriage, where such a breach deprives the carrier of the right to rely on defences or rights of limitation which would otherwise have been available to him. A typical SOL example is geographical deviation or departure from the contractually agreed voyage; liability for loss of and/or damage to cargo arising out of such a deviation falls outside the scope of standard P&I.

DEVIATION

Insurance to cover the liability of the Member arising from:

- a. Geographical deviation or other departure from the contractually agreed voyage (such as transshipment, dry-docking with cargo on board, or lightering) which deprives the Member of the right to rely on defences or rights of limitation which would otherwise be available, and
- b. Carriage of cargo on deck on under deck bills of lading or similar document which should have been, but were not, claused to show that the cargo was carried on deck.

The insurance is subject to conditions, including the following:

1. The Member must notify the Association before the deviation takes place or as soon as he becomes (or should become) aware of it;
2. The Association must approve the deviation;
3. The Member must pay an additional premium required.

CONTAINERS

Insurance for:

- a. Loss of or damage to containers owned or leased by the Member
- b. The Member's liability to third parties arising from an accident during use of the container.

PART 6 – DEFINITIONS

Associated person

A company or other legal entity which controls or is controlled by or is under common control with the Member.

Member

The Person Entered under the Policy of Insurance and who is stated to be the Member in the Certificate of Entry.

Association

British Steamship Protection & Indemnity Association (Bermuda) Ltd.

Attachment Date

The first day on which the insurance commences.

Cargo

Goods which are the subject of a contract of carriage and are intended to be, are, or were carried on the Entered Vessel, other than containers leased and/or owned by the Member.

Certificate of Entry

The document issued by the Association stating the details of risks attached and which is evidence of the contract of insurance (including the endorsements provided as per part 4, section 24.2) under the Policy of Insurance.

Charter Party

A time charter party, a voyage charter party, including contracts of affreightment and booking notes or a space charter party.

Charterer

A time charterer, a voyage charterer (whether under contract of affreightment or otherwise), a charterer in partnership or space charterer in relation to a charter party of an Entered Vessel.

Class of Insurance

Any Class of Insurance which is referred to in the Policy of Insurance.

Co-Member

Any Person or company named in the Certificate of Entry, who is covered on the basis of 'misdirected arrow' only.

Crew

Any person (including the Master) employed or engaged to serve on board the Entered Vessel under Articles of Agreement or other crew agreement or contract of service of or employment, including a substitute for such person.

Deductible

The proportion, percentage or the limited sum of money to be borne by the Member in respect of any claim.

Event

Any event, including any occurrence or occurrences arising out of any such event unless the Association decides to treat each occurrence as a separate event. An event shall be deemed to have taken place at the time of the first occurrence that results in a claim or claims.

Hague Visby Rules

The International Convention for the Unification of Certain Rules relating to Bills of Lading signed in Brussels on 25th August 1924, as amended by the Protocol to that Convention signed in Brussels on 23rd February 1968.

Hull Policies

The insurance policy or policies effected on the hull and machinery of the Entered Vessel, including any interest, increased value, excess liability, war & strikes risks and other total loss policies.

Entered Vessel

A Vessel the name of which appears in the Certificate of Entry.

Joint Member

Where the Certificate of Entry names more than one Person as the Member, any of those so named.

Legal Liability

Liability arising out of a final and unappealable judgement or award from a competent Court, arbitral tribunal or other judicial body.

The Managers

British Steamship Management Ltd.

Marine Insurance Act

The Marine Insurance Act of 1906 of England and Wales.

Passenger

Any person, who is carried in the ship under a contract of carriage, or who,

with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of the goods.

Period of Insurance

Twelve months as from the Attachment Date of insurance of the Entered Vessel or such lesser period as the Association shall agree. Unless otherwise agreed the period running from 00:00 GMT on the date of commencement of the insurance to 00:00 GMT on the same date in the following calendar year.

Person

A natural person, an incorporated or unincorporated body or a combination of both.

Policy of Insurance

The Association's Marine Liability Policy for Charterers, consisting of the General Terms and Conditions, together with those terms and conditions specified in the separate Classes of Insurance and the Certificate of Entry.

Specialist Operations

Specialist operations are considered to be salvage, firefighting, exploration, surveying, drilling, production, and associated services in respect of oil, gas or minerals, oil storage, underwater operations by a submarine or other submersible, commercial diving and underwater surveying, construction, including pile driving, blasting, and the transport and construction of offshore installations, dredging and the removal and discharge of dredging or other spoil, cable or pipeline laying or recovery, including preparatory surveying, laying or recovery operations, maintenance, waste incineration or disposal, pollution control, professional oil spill response and tank cleaning (otherwise than on the Entered Vessel), search and rescue at sea, research at sea, leisure, accommodation and catering services on board a permanently moored vessel.

Valuables

Cash, banknotes or other forms of currency, bullion, works of art, precious or rare metals or stones, plate or other objects of a rare or precious nature, specie, bonds or other negotiable instruments.

Vessel

Any ship, boat, hovercraft or other description of vessel of structure (including any ship, boat, hovercraft or other vessel or structure under construction) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part thereof or any proportion of the tonnage thereof or any share therein.