



# CONTENT

<b>DEFINITIONS</b>	<b>94 - 97</b>
<b>SECTION A: INSURANCE</b>	<b>100</b>
<b>SECTION B: SCOPE OF COVER</b>	<b>101</b>
<b>SECTION C: RISKS COVERED</b>	<b>102 - 117</b>

- Crew Related Claims
- Repatriation
- Substitute Expenses
- Loss of Effects
- Shipwreck Unemployment Indemnity
- Port Expenses
- Passengers
- Third Parties
- Stowaways and Refugees Port Charges
- Life Salvage
- Collisions with other Ships
- Damage to other Ships ( other than by collision )
- Pollution
- Damage to Property ( other than by pollution )
- Towage of the Ship
- Towage by the Ship
- Wreck Liabilities
- Quarantine Expenses
- Cargo Liabilities
- Unrecoverable General Average Contributions
- Ship's Proportion of General Average
- Fines
- Enquiry Expenses
- Interference by Lawful Authorities
- Confiscation of Ship by Customs Authorities
- Sue and Labour

<b>SECTION D: EXCLUDED RISKS</b>	<b>118 - 121</b>
----------------------------------	------------------

- Risk Covered by Hull and War Risks Policies
- Double Insurance
- War Risks
- Radioactive Contamination
- Guarantees, Undertakings and Policies
- Unlawful Sanctionable and Hazardous Trades



**SECTION E: EXCLUDED LOSSES**

**122 - 127**

Hull Damage  
Equipment Damage  
Repairs  
Loss of Hire  
Detention  
Cancellation  
Bad Debts  
Pollution  
Salvage  
Specialist Operations  
Drilling and Production Operations  
Heavy Lift Ships  
Submarines and Divers  
Non-marine Personnel  
Waste Disposal  
Paperless Trading

**SECTION F: SCOPE OF RECOVERY LIMITS**

**128 - 133**

Net Loss  
Limits of Recovery  
Assured's Property  
Amounts Owing to the Insurer  
Interest  
Pay to be Paid  
Deductibles  
Willful Misconduct  
Obligation to Sue and Labour  
Waiver of Subrogation  
Sanctions

89

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

**134 - 137**

Notification  
Documentation  
Developments  
Settlement  
Recovery  
Evidence  
Powers of the Insurer Relating to the Handling of Claims  
Effect of Non-compliance  
Security



# CONTENT

## **SECTION H: APPLICATION AND ENTRY TO INSURANCE AGREEMENT** 138 - 143

Application  
Entry to Insurance Agreement  
Immediate Termination  
Policy  
Joint Assureds  
Co-assureds  
Insured Parties  
Charterer Named as Joint Assured or Co-assured  
Group Entries  
Breach of Warranty  
Assignment

## **SECTION I: SHIP STANDARDS AND SURVEYS** 144 - 147

Classification and Condition of Ships  
Entry Surveys  
Routine or Claim Surveys and Reviews  
Surveys Following Lay-up  
Effect on terms of Entry  
Effect on Non-compliance

90

## **SECTION J: PERIOD OF INSURANCE** 148 - 151

Policy Period  
Insurers Notice  
Pro-rata Premium  
Cessation of Insurance  
Cancellation of Insurance  
Effect of Cessation of Insurance  
Effect of Cancellation of Insurance

## **SECTION K: PREMIUMS** 152 - 153

Premium  
Payment  
Lien

## **SECTION L: GENERAL TERMS AND CONDITIONS** 154 - 155

Disclosure  
Notices  
Law and Jurisdiction



**SECTION M: ADDITIONAL COVERS**

**156 - 161**

Contractual Liabilities Extension  
Salvor's Liability Extension  
Specialist Operations Extension  
P&I War Risks Clauses  
Maritime Labour Convention Extension Clause 2017

**CORRESPONDENTS**

**162 - 282**



**Head Office**  
**Türk P ve I Sigorta A.Ş.**

Muhittin Üstündağ Cad. No:21 34718  
Koşuyolu – Kadıköy İstanbul / Türkiye  
Phone: 0090 216 545 03 00  
Faks: 0090 216 545 03 01  
E-mail: info@turkpandi.com

**Managing Director**

Remzi Ufuk Teker      Mobile: 0090 533 767 86 44  
E-mail: ufuk.teker@turkpandi.com

**Assistant Managing Director / Finance**

Dr. Abdullah Kara      Mobile: 0090 533 638 61 41  
E-mail: abduallah.kara@turkpandi.com

**Underwriting & Loss Prevention**

Cpt. Değer Pamuk  
(Manager)      Mobile: 0090 533 795 54 02  
E-mail: deger.pamuk@turkpandi.com

Umut Can  
(Ass. Technical Manager)      Mobile: 0090 530 391 11 49  
E-mail: umut.can@turkpandi.com

Halil Solak  
(Ass. Technical Manager)      Mobile: 0090 533 200 28 18  
E-mail: halil.solak@turkpandi.com

Tuğçe Tekerek  
(Underwriter)      Mobile: 0090 533 293 55 11  
E-mail: tugce.tekerek@turkpandi.com

Gizem Esi Gül  
(Underwriter)      Mobile: 0090 535 427 50 57  
E-mail: gizem.esi@turkpandi.com

**Claims**

Kaan Özerk  
(Group Manager)      Mobile: 0090 533 643 98 35  
E-mail: kaan.ozerk@turkpandi.com

Burcu Berrak  
(Manager)      Mobile: 0090 533 354 16 58  
E-mail: burcu.berrak@turkpandi.com

Av. Elif Kaçar Özşahin  
(Senior Claims Executive)      Mobile: 0090 532 288 11 34  
E-mail: elifkacar.ozsahin@turkpandi.com

Şilan Avcı Bilgin  
(Claims Executive)      Mobile: 0090 533 744 33 11  
E-mail: silan.bilgin@turkpandi.com

**Finance**

Jale İnan  
(Ass. Finance Manager)      Mobile: 0090 533 529 20 74  
E-mail: jale.inan@turkpandi.com

Suat Kara  
(Financial Assistant)      Mobile: 0090 532 726 74 34  
E-mail: suat.kara@turkpandi.com



2P

3P

01

DEFINITIONS



## DEFINITIONS

---

### **In the rules, the following words and expressions have the following meanings:**

**Accident/  
Ship Casualty:** Means shipwreck, collision or stranding of the insured vessel, explosion, fire or any defect in the insured vessel. Within the context of rules herein, any portable items such as clothing, documents, technical devices such as navigation equipment shall be interpreted as personal belonging, excluding valuables.

**Affiliated or  
Associated  
Charterer:** Where both the assured or a joint assured and the charterer are under common ownership or the assured or a joint assured or the charterer respectively either owns at least 50% of the shares in and voting rights of the others or owns a minority of the shares in the others and can procure that it is managed and operated in accordance with its wishes.

**Assured:** Every owner or other person who becomes and is for the time being an assured of the insurer.

**Cabotage  
Trade:** Any single voyage between two Turkish ports.

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

**Co-assured:** Any person or persons other than an assured or joint assured, named on the policy in respect of an assured's entry in accordance with and subject to rules 13.5 – 13.7.



- Container:** Any device or receptacle in or on which cargo is carried and which is either designed to be, or expected to be, carried in the ship.
- Crew:** Any person employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board the ship, whether or not on board that ship.
- Demise or Bareboat Charterer:** A charterer who has sole possession of the ship and sole control of her management and crew.
- Fines:** Includes penalties and other impositions similar in nature to fines.
- Hague Rules:** The International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.
- Hague-Visby Rules:** The Hague Rules as amended by the Protocol Convention signed at Brussels on 23 February 1968.
- Hull Policies:** The policies covering the hull and machinery of a ship, including excess liability policies.
- Insured Party:** The assured, any joint assured and any co-assured in respect of an entry.
- Liabilities:** Liabilities, reasonable costs and expenses incurred by an assured.
- Owner:** Includes an owner, owners in partnership, owners holding separate shares in severalty, part owner, trustee, mortgagee, charterer,



## ➤ DEFINITIONS

---

operator or insurer, builder, insurer or reinsurer who enters a ship in the insurer or who is a joint assured or co-assured.a fixed rig) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, or any proportion of the tonnage thereof or any share therein.

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

**Personal Effects:** Means items which are brought on to the insured vessel for recreational purposes and which are unconnected to its operation. Personal effect can be divided into two in terms of touristic passenger carriage by sea. Firstly "personal property" mean the property at the possession, custody, control of the crew members, passengers and others' personal needs. Secondly "other property" means the property carrier took possession of, at the shore or on board of the vessel, and did not return; Within the context of rules herein, any portable items such as clothing, documents, technical devices such as navigation equipments are interpreted as personal belonging, excluding valuables.

**Policy:** A document issued pursuant to rule 12.1 including any endorsement thereto.

**Policy Holder:** Any person seeking to enter a ship on his own or another's behalf or on whose behalf an application is made.



The Insurer:	TÜRK P VE I SIGORTA A.S.
The Ship:	A ship which has been entered by the insurer for insurance.
Tonnage:	The gross tonnage of a ship as stated in the Certificate of Registry or other official document relating to the registration of the ship.
Towage:	Any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by a ship or object.
Unlawful, Prohibited or Sanctionable:	Unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, the place of incorporation or domicile of the assured or the ship's flag state.
Valuables:	Money, negotiable securities, gold, silverware, jewelry, ornaments or works of art.
Wilful Misconduct:	An act intentionally done or a deliberate omission by an insured party with knowledge that the performance or omission will probably result in injury or loss, or an act done or omitted in such a way as to allow an inference of a reckless disregard for the probable consequences.

- 
- References to rule numbers shall include any sub-paragraphs of that rule.
  - Headings and sub-headings are for reference only and do not affect the construction of any rule.
  - In case any of the provisions of this Contract becomes invalid, this will not affect the validity of the Contract's other remaining provisions during all the Contract period, unless the provision that became valid does not sustain the implementation of the contract or makes implementation impossible. An article that becomes null and void, will affect the mutual matters which are imposed to the opposite party and make them invalid and non-operative.
-





02

SECTIONS



- 1.1 The rules, which are subject to the articles, contain the terms upon which P&I cover is given by the insurer.
- 1.2 The standard risks against which an assured is insured are set out in rule 3.
- 1.3.1 An assured may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed by the insurers.
- 1.3.2 Any such risks are covered subject to the terms, conditions, limitations and exclusions of the rules.
- 1.3.3 The insurer may reinsure any such risk.
- 1.4 No act, omission, course of dealing or forbearance or reimbursement by the insurer shall be treated as any evidence of a waiver of the insurer's rights under the rules.
- 1.5 The insurer shall issue revised rulebook versions yearly and revised rulebook versions shall be reached from the insurer website. The insurer shall notify any revisions and new version of the rules.
- 1.6 Any notification made to the assured's provided address shall be deemed valid. The assured shall inform the insurer in case of any address change.
- 1.7 In case of any dispute between assured and the insurer, the documents provided by insurer shall be deemed as evidence pursuant to article 193 of Turkish Legal Proceedings Code (HMK).



## ➤ SECTION B: SCOPE OF COVER

- 2.1 The liabilities in respect of which an assured is insured must have arisen by reason of the assured's interest in the ship, out of events occurring during the policy period and in connection with the operation of the ship.
- 2.2 Where such liabilities would not have arisen but for the terms of any contract or indemnity, the contract or indemnity must either correspond to any specific requirements set out in rule 3 or rule 5, or have been approved by the insurer.
- 2.3 An assured's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and the policy
- 2.4 An assured is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the insurer.
- 2.5 This policy of insurance is only applicable to navigational area of the policy. Unless otherwise agreed in the policy, there shall be no recovery by the assured from the insurer for any liabilities incurred by the assured outside of the navigational area.

## ➤ SECTION C: RISKS COVERED

---

### **Crew Related Claims**

3.1 Liabilities in respect of injury, illness, death, repatriation or substitute expenses shall be covered a-under "Maritime Labour Convention extension clause 2017 which is provided under article 22 of additional cover which has been established as component part of this Rules herein.

### **3.1.2 Repatriation**

3.1.2.1 Liabilities in respect of crew repatriation.

3.1.2.2 Liabilities in respect of repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (MLC 2006) or domestic legislation by a state party implementing MLC 2006.

102

Exclusion to rule 3.1.2

Liabilities arising out of the termination of any agreement, or the sale of the ship, or any other act of the assured in respect of the ship.

### **3.1.3 Substitute Expenses**

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

### **3.1.4 Loss of Effects**

Loss of crew effects, excluding valuables.

### **3.1.5 Shipwreck Unemployment Indemnity**

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



### **3.1.6 Port Expenses**

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

## **3.2 Passengers**

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

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

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

103

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

### **Exclusions to rule 3.2**

(1) Liabilities arising out of the carriage of a passenger by air unless they occur:

a during repatriation of an injured or sick passenger, or following a casualty to the ship; or

b during excursions from the ship, subject to exclusion (2) below.

(2) Contractual liabilities arising in respect of a passenger while on an excursion from the ship in circumstances where either:

a a separate contract has been entered into by the passenger for the excursion, whether or not with the assured; or



## ➤ SECTION C: RISKS COVERED

---

b the assured has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.

### **3.3 Third Parties**

Liabilities in respect of the injury, illness or death of any person other than crew or passengers.

### **3.4 Stowaways and Refugees Port Charges**

Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, or landing or securing the necessary treatment for an injured or sick person, other than crew, including the net loss to the assured in respect of fuel, insurance, wages, stores and provisions incurred for such purpose.

104

### **3.5 Life Salvage**

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

### **3.6 Collision with other Ships**

3.6.1 One-fourth, or such other proportion agreed by the managers, of the liabilities arising out of a collision other than those set out in rule 3.6.2.

3.6.2 The liabilities arising out of a collision relating to:

- (1) the raising, removing, destroying, lighting or marking of wrecks, cargo or other property
- (2) damage done by such other ship to any property not being another ship or any cargo or other property therein
- (3) loss of or damage to cargo or other property being carried in the ship; if the cargo is the property of the assured, it is deemed to be fully insured, and the assured is entitled only to recover from the insurer the amount by which such indemnity exceeds the



sum recoverable under such insurance

(4) the injury, illness or death of any person on board such other ship

(5) pollution liabilities as may be covered under rule 3.8.

3.6.3 That part of the assured's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the ship in those policies. However, the insurer may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the insurer shall pay only the excess of the amount which would have been recoverable if the ship had been insured thereunder at such value.

3.6.4 There will be no recovery from the insurer insofar as such collision liabilities are not recoverable under the hull policies by reason of any breach of such policies.

3.6.5 If both ships are to blame then, unless the liability of the owners of one or both of them becomes limited by law, claims shall be settled upon the principle of cross-liabilities.

### **3.7 Damage to other Ships (other than by collision)**

Liabilities for loss of or damage to, delay to, interference with rights in relation to, or liability for salvage or wreck removal costs incurred in respect of, any other ship or any cargo or other property therein caused other than by collision with the ship.

## ➤ SECTION C: RISKS COVERED

---

### 3.8 Pollution

3.8.1 Liabilities arising out of the discharge or escape from the ship of any substance.

3.8.2 The costs of any measures reasonably taken after the discharge or escape of any substance from the ship for the purpose of avoiding or minimizing any resulting loss, damage or contamination or cleaning up any resulting pollution, together with liability for any loss of or damage to property caused by any measures so taken.

3.8.3 The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the ship of any substance.

106 3.8.4 Extraordinary liabilities incurred as a result of complying with any order or direction given or any measures taken by any authority in connection with the ship or her cargo for preventing or reducing pollution or the risk thereof by the escape from the ship of any substance, excluding any permanent structural alteration to the ship.

3.8.5 Liabilities under a salvage agreement to compensate salvors for work done or measures taken to prevent or reduce pollution or the risk thereof by the escape from the ship of any substance.

3.8.6 Liabilities incurred after the ship has become a wreck arising from the discharge or escape from such wreck of any substance.

3.8.7 Liabilities in respect of pollution where such liabilities arise under rules 3.6, 3.7, 3.9, 3.10, 3.11 and 3.20.



### Exclusions to rule 3.8

There shall be no recovery in respect of:

(1) liabilities which but for the terms of any contract of carriage would have been allowed in general average adjusted under the un-amended York Antwerp Rules 1994 or the unamended York Antwerp Rules 2016.

(2) liabilities, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the ship whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.

### **3.9 Damage to Property (other than by pollution)**

Liabilities for loss of or damage to, or interference with rights in relation to, any property not being any ship or any cargo or other property therein or the cargo or other property intended to be or being or having been carried in the ship.

107

### **3.10 Towage**

#### **3.10.1 Towage of the Ship**

Liabilities under the terms of a contract for the towage of the ship which:

(1) relate to the risks set out in the other paragraphs of rule 3;

(2) arise under a contract for towage undertaken in the ordinary course of trading for the purpose of entering, leaving or manoeuvring within a port; or (3) arise under a contract for the towage of cargo barges; or

(4) arise under a contract which has been approved by the insurer.

#### **3.10.2 Towage by the Ship**

Liabilities under the terms of a contract for, or arising out of,

## ➤ SECTION C: RISKS COVERED

the towage by the ship of any ship or object where:

- (1) such liabilities relate to the risks set out in the other paragraphs of rule 3; and
- (2) the towage is undertaken for the purpose of saving life or property at sea; or
- (3) the ship is towing under a United Kingdom, Netherlands or Scandinavian standard towage contract, the current Lloyd's standard form of salvage agreement – no cure no pay, Towcon, Towhire standard forms, all in materially un-amended form, or any other standard form towage contract containing equivalent or better protection than the said standard conditions or standard forms, or to which the insurer may, on such terms as it requires, agree in writing.

### 3.11 Wreck Liabilities

- 3.11.1 Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship. The value of the wreck and all stores and materials saved must be deducted from any reimbursement and only the balance is recoverable.
- 3.11.2 Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the ship, cargo or any other property on board.
- 3.11.3 Liabilities resulting from the presence or involuntary shifting of the wreck of the ship, cargo or any other property on board caused by the casualty which led to the loss of the ship, cargo or any other property on board. An assured is not entitled to be reimbursed by the insurer in respect of any liability incurred more than two years after the ship, cargo or any other property on board became a wreck.
- 3.11.4 Liabilities for or incidental to the raising, removal, destruction or disposal of cargo or any other property



which is being, or has been, carried on the ship. The value of all cargo or any other property saved accruing to the assured must be deducted from any reimbursement and only the balance is recoverable.

#### Exclusions to rule 3.11

1) There shall be no recovery if the assured has, without the agreement of the insurer, transferred his interest in the wreck other than by abandonment, at any time after the ship became a wreck.

(2) There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck, or the raising, removal, destruction or disposal of cargo or any other property, was compulsory by law or was undertaken with the agreement of the insurer.

(3) An assured is not entitled to reimbursement in respect of any liability unless he took reasonable measures to raise, remove, destroy, light or mark the wreck, or raise, remove, destroy or dispose of cargo or any other property.

(4) There shall be no recovery unless the assured has contracted for removal of the wreck on terms which have been approved by the insurer.

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

#### **3.12 Quarantine Expenses**

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

## ➤ SECTION C: RISKS COVERED

---

### Exclusion to rule 3.12

There shall be no recovery if at the time the ship was chartered to, or was under orders from the assured or her insurer to, proceed to a port it was known, or should in the insurer's view reasonably have been anticipated, that she would be quarantined.

### 3.13 Cargo Liabilities

110 3.13.1 Liabilities for loss or shortage of, or damage to, or other responsibility in respect of, cargo or other property intended to be, or being, or having been carried in, on or by the ship arising out of any breach by the assured, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge and deliver such cargo or property, or out of unseaworthiness or unfitness of the ship.

3.13.2 The extra costs incurred by the assured:  
(1) in the actual discharge or disposal of damaged or worthless cargo, provided that he can only recover such costs if he has no recourse to recover them from any other party; or  
(2) as a direct consequence of the failure by cargo interests to collect or remove cargo from the place of discharge or delivery, provided that he can only recover such costs to the extent they exceed the proceeds of the sale of the cargo and he has no recourse to recover them from any other party.

3.13.3 Liabilities for loss of or damage to or responsibility in respect of cargo or other property being carried by means of transport other than the ship, for which the assured may be liable under a contract of carriage, approved by the insurer, providing for



### Exclusion to rule 3.13

There shall be no recovery in respect of liabilities arising out of:

#### 1) Hague and Hague-Visby Rules

the carriage of cargo on contractual terms more onerous to the carrier than those of the Hague or Hague-Visby Rules, or equally wide exemptions of the carrier from liability, save where it is on such terms solely by reason of the incorporation by law of the Hamburg Rules or parts thereof, to the extent that the liabilities exceed those which would have been incurred had the contract been on the Hague, Hague-Visby or Hamburg terms as applicable, unless the contract has been approved in advance by the insurer

#### 2) Deviation

a deviation, or as a consequence of a deviation, from the contractually agreed voyage, which may deprive the assured of the right to rely on defenses or rights of limitation which would otherwise have been available to him, unless the insurer have agreed that cover may continue unprejudiced

#### 3) Loading

the failure to arrive or late arrival of the ship at a port of loading, or the failure to load or delay in loading any particular cargo other than under a bill of lading already issued

#### 4) Discharge

the discharge of cargo at a place other than that stipulated in the contract of carriage

#### 5) Documentation and Delivery

the delivery of cargo carried under a negotiable document of title without production of that document by the person to whom delivery is made except where the cargo



## ➤ SECTION C: RISKS COVERED

---

has been carried under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the assured may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the assured providing for carriage in part upon the ship and in part upon another ship or by another mode of transport

6) delivery of cargo carried under a non-negotiable document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the assured is required by any other law to which he is subject to deliver or relinquish custody or control of the cargo, without production of such document

7) the issue of a document containing or evidencing the contract of carriage recording the loading or shipment or receipt for shipment on a date other than the date on which the cargo was in fact loaded, shipped or received

8) a document containing or evidencing the contract of carriage issued with the knowledge of the assured or his master with an incorrect description of the cargo or its quantity or condition

### 9) Finished Steel Products

the carriage of finished steel products, unless the assured has arranged for a preloading survey to be carried out by an insurer-approved surveyor at each port of shipment, and the bills of lading have been claused in accordance with the findings of the surveyor as to the condition of cargo at the time of loading



### 10) Deck Cargo

loss of, damage to or responsibility in respect of cargo carried on deck unless it is carried under a contract of carriage which permits it to be carried on deck and the contract states that it is being so carried and either it exonerates the assured from all liability in respect of such cargo or it applies the Hague or Hague-Visby Rules to such cargo, or it is customary to carry such cargo on deck, or such carriage has been approved by the insurer

### 11) Valuables

the carriage of valuables

### 12) Value Declared on Bill of Lading

goods carried under a document containing or evidencing the contract of carriage where the value per unit, piece or package has been stated to be in excess of US\$2,500, or the equivalent in any other currency, which may deprive the assured of the right to rely on defences or rights of limitation which would otherwise have been available to him, to the extent that such liabilities exceed that sum.

113

## **3.14 Unrecoverable General Average Contributions**

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

### Exclusions to rule 3.14

- 1) If the contribution is irrecoverable by reason of a deviation, rule 3.13 exclusion (2) applies to any claim under rule 3.14.
- 2) The insurer may reject or reduce a claim if the contract of carriage under which the cargo was being carried did not include Article IV Rule (2)(a) of the Hague

## ➤ SECTION C: RISKS COVERED

---

Rules, as amended by the Hague-Visby Rules, or an equally wide exemption from liability.

### **3.15 Ship's Proportion of General Average**

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

114

### **3.16 Fines**

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

- 3.16.1 for short or over delivery of cargo, or for failure to comply with regulations concerning the declaration of goods or the documentation of cargo.
- 3.16.2 for smuggling or breach of any customs or immigration law or regulation.
- 3.16.3 in respect of the accidental escape or discharge of any substance, so long as the assured is insured for pollution liabilities by the insurer subject to his terms of entry and the relevant limit of liability.

#### **Exclusions to rule 3.16**

There shall be no recovery in respect of a fine imposed for or arising out of:



- 1) claims arising from any act of the assured in breach of the mandatory rules and regulations of Turkish Law, moral values, public order or rights of personality
- 2) overloading
- 3) illegal fishing
- 4) any personal act or default on the part of the assured or his manager
- 5) wilful misconduct on the part of any person unless the assured has been compelled by law to pay the fine.
- 6) Fines arising from:
  - 6.1) entry of the insured vessel into prohibited waters and
  - 6.2) disregarding of routing regulations.

### **3.17 Enquiry Expenses**

Costs and expenses incurred in protecting an assured's interests before a formal enquiry into a casualty to the ship where, in the opinion of the insurer, a claim upon the insurer is likely to arise, or in other cases as the insurer determines.

115

### **3.18 Interference by Lawful Authorities**

Costs and expenses incurred in protecting an assured's interests in cases of interference by any lawful authority of any country, but only to the extent that those costs and expenses have been incurred with the prior agreement of the insurer.

### **3.19 Confiscation of Ship by Customs Authorities**

Loss of the ship following its confiscation by any legally empowered body in respect of the infringement of any customs law or regulation but only if and to the extent that, notwithstanding rule 5.1, the insurer decides that the assured shall recover from the insurer.

#### **Exclusions to rule 3.19**

- 1) claims arising from any act of the assured in breach

## ➤ SECTION C: RISKS COVERED

---

of the mandatory rules and regulations of Turkish Law, moral values, public order or rights of personality

2) The amount recoverable shall not exceed the market value of the ship at the date of the confiscation.

3) The assured must have satisfied the insurer that he took all such steps as appear to the insurer to be reasonable to prevent the infringement of the customs law or regulation giving rise to the confiscation.

4) No claim will be considered by the insurer until the assured has been deprived of his interest in the ship

### **3.20 Sue and Labour**

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

#### **Exclusion to rule 3.20**

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



## ➤ SECTION D: EXCLUDED RISKS

### 4.1 Risks Covered by Hull and War Risks Policies

There shall be no recovery from the insurer in respect of any liabilities which would be recoverable from underwriters if the ship were, at the time of the incident giving rise to such liabilities, fully insured under hull policies on terms equivalent to those of the usual Lloyd's marine policy with the Institute Time Clauses (Hulls) 1.10.83 attached or to the extent that the ship was fully insured to a proper value (being the market value of the ship without commitment) under a P&I war risks policy including piracy risks. The insurer may determine the proper value for which the ship should have been insured under the P&I war risks policy. Unless otherwise agreed by the insurer, there shall be no recovery in respect of any franchise or deductible borne by the assured under such policies.

118

### 4.2 Double Insurance

Unless otherwise agreed by the insurer, there shall be no recovery in respect of any liabilities recoverable under any other insurance or which would have been so recoverable:

- 1) apart from any terms in such other insurance excluding or limiting liability on the ground of double insurance; and
- 3) if the ship had not been entered in the insurer with cover for the risks set out in the rules.

### 4.3 War Risks

There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the assured or his servants or agents, incurred as a result of:

- 1) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism;
- 2) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof



or any attempt thereat;

3) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save that this exclusion does not apply to liabilities which arise solely by reason of:

a. the transport of any such weapons whether on board the ship or not; or

b. the use of any such weapons, either as a result of government order or with the agreement of the insurer, where the reason for such use was the avoidance or mitigation of liabilities which would otherwise fall within the cover given by the insurer.

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

#### **4.4 Radioactive Contamination**

119

There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the assured or his servants or agents, directly or indirectly caused by or arising from:

1) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or

2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.



### 4.5 Guarantees, Undertakings and Certificates

Notwithstanding the exclusions in rules 4.3 and 4.4, the insurer will discharge on behalf of the assured liabilities arising under a demand made pursuant to the issue by the insurer on behalf of the assured of:

- 1) a certificate in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof; or
- 2) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or
- 3) any other guarantee, certificate or undertaking issued by the insurer pursuant to any statute, convention, treaty or law.
- 4) a certificate in compliance with Article 4bis of the Athens Convention Relating to the Carriage of Passengers and Their
- 5) "a certificate in compliance with Regulation 2.5, paragraph 2 and Standard A4.2, paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006) or domestic legislation by a state party implementing MLC 2006"

4.6 The assured shall indemnify the insurer to the extent that any payment under any such guarantee, undertaking or certificate is or would have been recoverable in whole or in part under a standard P&I war risks policy had the assured complied with the terms and conditions thereof.

4.7 The assured agrees that any payment by the insurer under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the insurer, be by way of loan and there shall be assigned to the insurer to the extent and on the terms the insurer determine



to be practicable, all the rights of the assured under any other insurance and against any third party.

#### **4.8 Unlawful Sanctionable and Hazardous Trades**

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





## SECTION E: EXCLUDED LOSSES

---

- 5 Except as provided in this rule or otherwise agreed by the insurer, there shall be no recovery in respect of:

### 5.1 Hull Damage

Loss of or damage to the ship or any part thereof, save as provided for in rule 3.19.

### 5.2 Equipment Damage

Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the ship to the extent that they are owned or leased by the assured or any associated company.

### 5.3 Repairs

The cost of repairs to the ship or any charges or expenses in connection therewith save as provided for in rules 3.14 and 3.15.

122

### 5.4 Loss of Hire

Loss of freight, hire, time, market, production, profit or any other direct or indirect losses whatsoever or any proportion thereof in relation to the ship, unless such loss, with the agreement of the insurer, forms part of a claim for liabilities in respect of cargo.

### 5.5 Detention

5.5.1 Loss arising out of demurrage on, detention of, or delay to the ship or, except as provided for in rules 3.1.6 and 3.4, running costs of the ship, unless such costs, with the agreement of the insurer, form part of a claim for liabilities in respect of cargo.

5.5.2 Liabilities arising out of arrest or detention of or delay to the ship pursuant to a claim against the assured liability for which is not covered under the rules.

### 5.6 Cancellation

Loss arising out of the cancellation of any contract or



engagement in relation to the ship.

### **5.7 Bad Debts**

Loss arising out of irrecoverable debts or the insolvency of any person.

### **5.8 Pollution**

Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.8.

### **Salvage**

5.9 Salvage or other services in the nature of salvage provided to the ship, and any liabilities in connection therewith, other than such as may be covered under rules 3.5, 3.8.5, 3.14 or 3.15.

5.10 Liabilities arising out of salvage operations (including wreck removal) conducted by the ship or provided by the assured other than liabilities arising out of salvage operations conducted by the ship for the purpose of saving or attempting to save life at sea.

123

### **5.11 Specialist Operations**

Liabilities incurred during the course of performing specialist operations including but not limited to dredging, blasting, pile-driving, well stimulation, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training and tank cleaning (other than on the ship), but excluding fire-fighting, to the extent that such liabilities arise as a consequence of:

(1) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the



## SECTION E: EXCLUDED LOSSES

operations; or

2) the failure to perform such specialist operations by the assured or the fitness for purpose or quality of the assured's work, products or services; or

3) any loss of or damage to the contract work including, but not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the ship is working, or to be used up or consumed in the completion of such project.

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

- a. injury, illness or death of any person on board the ship
- b. wreck removal of the ship
- c. oil pollution emanating from the ship or the threat thereof

but only to the extent that such liabilities are covered by the insurer in accordance with these rules.

### 5.12 Drilling and Production Operations

5.12.1 Liabilities incurred in respect of the ship, being a drilling ship or any other ship employed to carry out drilling or production operations in connection with oil or gas exploration or production, including any accommodation ship moored or positioned on site as an integral part of any such operations, to the extent that such liabilities arise out of or during drilling or production operations.

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



separated from oil while on board the storage ship other than by natural venting.

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

### **5.13 Heavy Lift Ships**

Loss of or damage to or wreck removal of cargo carried on a semisubmersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the insurer.

125

### **5.14 Submarines and Divers**

Liabilities incurred in connection with any claim arising out of:

- 1) the operation by the assured of submarines, mini submarines or diving bells; or
- 2) the activities of professional or commercial divers where the assured is responsible for such activities, other than:
  - a. activities arising out of salvage operations being conducted by the ship where the divers form part of the crew of that ship (or of diving bells or other similar equipment or craft operating from the ship) and where the assured is responsible for the activities of such divers; and
  - b. incidental diving operations carried out in relation to the inspection, repair or maintenance of the ship or in relation to damage caused by the ship; and
  - c. recreational diving activities.



## SECTION E: EXCLUDED LOSSES

### 5.15 Non-marine Personnel

Liabilities incurred in respect of:

- 1) personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the assured where there has not been a contractual allocation of risks between the assured and the employer of the personnel approved by the insurer;
- 2) hotel and restaurant guests and other visitors and catering personnel of the ship when she is moored (other than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.

### 5.16 Waste Disposal

Liabilities incurred in connection with any claim brought against the assured arising out of waste incineration or disposal operations carried out by the ship, other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations.

### 5.17 Paperless Trading

Liabilities and losses arising from the use of any electronic trading system, other than an electronic trading system approved by the insurer, to the extent that such liabilities and losses would not (save insofar as the insurer otherwise determine) have arisen under a paper trading system.

For the purpose of this rule:

- 1) an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which:
  - a are documents of title; or
  - b entitle the holder to delivery or possession of the goods referred to in such documents; or
  - c evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party.



(2) a 'document' shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically-generated information.







## SECTION F: SCOPE OF RECOVERY AND LIMITS

### 6 Net Loss

6.1 If an assured incurs any of the liabilities set out in rule 3, he is entitled to recover the net amount of such liabilities, deducting any costs and expenses which would have been incurred in any event together with any savings accruing to him and any recoveries made by him, unless otherwise agreed by the insurer.

### 6.2 Limits of Recovery

6.2.1 Under no circumstances shall the recovery by any person exceed:

- 1) the amount to which the assured is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;
- 2) any other limit contained in these rules or set out in the assured's policy;
- 3) if less than the full tonnage of the ship is entered in the insurer, such proportion of the amount referred to in rule 6.1, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the ship.

6.2.2 If the claims of all insured parties in respect of liabilities insured by the insurer exceed or may exceed in the aggregate any limit of cover set out in the rules or in the policy:

- 1) the assured shall be entitled to recover in respect of such claims in priority to the claims of any other insured parties and any joint assureds shall be entitled to recover in respect of such claims in priority to the claims of any co-assureds;
- 2) where the aggregate of the claims of the assured exceeds or may exceed the said limit, the assured shall be entitled to recover in respect of such claims to the exclusion of any claims of any other insured parties;



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

a to the exclusion of any claims of any co-assureds; and

b only such proportion of the remaining part of the limit as the claim of that joint assured bears to the total of all claims of all joint assureds;

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

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

6.2.4 Where a guarantee, undertaking, policy provided for in rule 4.5 has been issued and in the opinion of the insurer the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the policy, the insurer:

1) may defer payment of a claim or any part thereof as they see fit; and

2) shall not be under any obligation to reimburse an assured until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or policy have been or can be satisfied within such limit.



## SECTION F: SCOPE OF RECOVERY AND LIMITS

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

### **Assured's Property**

- 6.4 If a claim arises following a collision involving two ships belonging to the same assured, he is entitled to recover from the insurer, and the insurer has the same rights, as if the ships had belonged to different owners.

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

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

### **6.7 Amounts Owing to the Insurer**

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



## **6.8 Interest**

In no case is interest payable on sums due from the insurer.

## **6.9 Pay to be Paid**

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

## **Deductibles**

6.10 Any sum recoverable shall be subject to such deductible as has been agreed by the insurer or, if not so agreed, shall be subject to the standard deductibles determined by the insurer from time to time. Unless otherwise agreed, deductibles shall apply any one event.

6.11 The insurer may undertake the defense of an assured or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the assured. Although the insurer may pay the costs of such legal proceedings, the assured shall bear any damages therein adjudged or awarded against him.

## **6.12 Wilful Misconduct**

No claim is recoverable in respect of any liabilities which in the opinion of the insurer has been incurred owing to the privity or wilful misconduct of an insured party.

## **6.13 Obligation to Sue and Labour**

An assured must at all times take all reasonable steps to avoid or minimize any loss, damage or liability in respect of which he may be insured by the insurer. If an assured is in



## SECTION F: SCOPE OF RECOVERY AND LIMITS

---

breach of this obligation, the insurer may reject any claim by the assured for reimbursement or reduce the sum payable by the insurer.

### **6.14 Waiver of Subrogation**

Where a party is named as a joint assured or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint assured or co-assured are waived only where the insurer has agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the assured or other joint assured under the terms of the relevant contract and not to any liabilities which are to be borne by the other party.

### **6.15 Sanctions**

The assured shall in no circumstances be entitled to recover from the insurer that part of any liabilities which is not recovered by the insurer from any other party under any reinsurance(s) because of a shortfall in recovery from the parties or reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organization or the risk thereof if payment were to be made by such parties or reinsurers. For the purposes of this rule 6.16 "shortfall" includes any failure or delay in recovery by the insurer by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state or international organization.

132





## SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

---

### 7. Notification

- 7.1 An assured must promptly notify the insurer in writing not later than 10 days of every matter and of every claim made by a third party against him which may lead to a claim for recovery.
- 7.2 An assured must submit his claim for reimbursement of any liabilities within 12 months of discharging or settling them, and must produce in support of each claim all information the insurer may require.

### Documentation

- 7.3 An assured must notify the insurer of any information or documentation in his power, custody, control or knowledge relevant to any matter and must, as soon as requested by the insurer, give to the insurer and/or to the experts or lawyers appointed to act on his behalf all such documentation and allow it to be inspected and copied.
- 7.4 An assured must allow the insurer, or the appointed experts or lawyers, to interview any person employed by the assured whom the insurer considers may have knowledge of the matter. If any such person is required to give evidence at any legal proceedings relating to a matter, the assured will use his best endeavours to make sure he attends.

### 7.5 Developments

An assured must keep the insurer fully informed of the progress of any matter which will or may cause the assured to incur liabilities for which he is or may be insured by the insurer in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.



## **7.6 Settlement**

An assured must not settle, compromise or admit liability for any matter for which he is or may be insured by the insurer in whole or in part without the approval of the insurer. If the assured does enter into a settlement agreement for any matter which may be insured by the insurer in whole or in part, the assured must notify the insurer in writing. If the insurer does not approve the settlement agreement within 15 days of notification of the matter to the insured, the settlement agreement will be invalid against the insurer.

## **7.7 Recovery**

An assured who incurs any costs or expenses without the agreement of the insurer, or without the matter being conducted by an expert or lawyer appointed or previously approved by the insurer, will only be entitled to reimbursement by the insurer for the reasonable costs and expenses incurred.

135

## **7.8 Evidence**

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

## **8. Powers of the Insurer Relating to the Handling of Claims**

8.1 The insurer shall inform the assured within five days from the date of notification made in accordance with rule 7.1, whether it will take the necessary legal steps and decisions on behalf of the assured under its own responsibility and account and assist in the defense of the assured with regards to the claim presented.

8.2 The insurer has the right to control or direct the





## SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

---

- 8.2 conduct of any matter or legal proceedings relating to any liabilities in respect of which the assured is or may be insured by the insurer in whole or in part, and in particular to direct the assured to use a particular expert or lawyer.
- 8.3 The insurer has the right to require the assured to settle, compromise or otherwise dispose of any matter or proceeding in such manner as they see fit.
- 8.4 The insurer may at any time on notice to the assured withdraw their approval of any expert or lawyer appointed to act on behalf of the assured; in such circumstances the assured will have no further entitlement to reimbursement of any of the costs or expenses of that expert or lawyer.
- 8.5 The insurer may at any time appoint, on behalf of an assured at the expense of the insurer subject to any applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the assured is or may be insured by the insurer in whole or in part.

### 8.6 Effect of Non-compliance

If an assured fails to comply with any requirement under rules 7 and 8, the insurer shall not be under any obligation to reimburse him.

### 9 Security

- 9.1 The insurer is under no obligation to provide security on behalf of an assured, but where it is provided it shall be on such terms as the insurer considers appropriate and shall not constitute any admission of liability by the insurer for the claim in respect of which it is given.



- 9.2 An assured on whose behalf the insurer has provided security, with or without the assured's express authority, shall on demand replace the security or pay to the insurer a sum corresponding to the amount of such security whether or not such amount may be recoverable in whole or in part from the insurer.
- 9.3 In no case shall the insurer be liable for the detention of the ship, or for any other detention or attachment of an assured's assets, or for any damage whatsoever caused to an assured by reason of the provision or non-provision of security.
- 9.4 An assured shall upon demand reimburse the insurer such sum or sums as the insurer has paid on his behalf or under security provided by the insurer to the extent that such payment is, in the opinion of the insurer, in respect of liabilities not recoverable from the insurer.



## SECTION H: APPLICATION AND ENTRY

### INSURANCE AGREEMENT

#### 10. Application

10.1 The policy holder must provide the insurer with all material particulars and information together with any additional particulars and information as the insurer may require.

10.2 The policy holder warrants on his own behalf and on behalf of any other person that he has provided all material information and that all such information is, so far as he knows or could with reasonable diligence ascertain, true and complete, and will remain so throughout the period of insurance. The information so provided forms the basis of the contract of insurance between the policy holder and the insurer.

138

10.3 The insurer may, without giving any reason, refuse any application for the entry of a ship with the insurer.

#### 11.1 Entry

Unless the insurer otherwise decide, each person whose entry has been accepted under the rules becomes an assured of the insurer. Whenever the insurer accepts an entry by way of reinsurance, the insurer reinsured by the insurer or person insured by such an insurer may, if the insurer agrees, become an assured.

#### Immediate Termination

11.2 The assured is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for ship certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such



disclosure, or failure to disclose, the insurer may amend the assured's premium rating or terms of entry, or terminate the entry in respect of such ship.

11.3 The assured is bound by and must observe and perform the obligations under the rules, and must provide the insurer with electronic and postal addresses for service of notices.

11.4 The assured warrants that he is, in relation to the ship:  
1) her owner or charterer; or  
2) an insurer or operator having control of her operation and employment; or  
3) any other person in possession and control of her

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

139

## **12. Policy**

12.1 The insurer will send the assured a policy stating the date of commencement of cover and the terms and conditions on which the ship has been accepted for insurance.

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

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

## SECTION H: APPLICATION AND ENTRY INSURANCE AGREEMENT

### 13 Joint Assureds

- 13.1 The insurer may accept an application from an assured for another person or persons to become joint assureds in respect of that assured's entry. Each joint assured has an independent right of recovery from the insurer.
- 13.2 Unless otherwise agreed by the insurer, the assured and all joint assureds are jointly and severally liable to pay all amounts due to the insurer in respect of such entry.
- 13.3 The assured and each joint assured warrants that the joint assured is, in relation to the ship:
- 1) interested in her operation, management or manning; or
  - 2) the holding company or the beneficial owner of the assured or of any person interested in her operation, management or manning; or
  - 3) the charterer.
- 13.4 The assured warrants that he has at all times full power and authority to act in the name of and/or on behalf of all joint assureds.

### Co-assureds

- 13.5 The insurer may accept an application from an assured for another person or persons to become co-assureds in respect of that assured's entry.
- 13.6 The liability of the insurer to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of the assured which, if the assured has entered into a contract with the co-assured, means those liabilities which are to be borne by the



assured under such contract. Cover does not extend to any amount which would not have been recoverable from the insurer by the assured had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract.

- 13.7 Once the insurer has indemnified a co-assured it shall not be under any further liability to any person in respect of that claim.

### **Insured Parties**

- 13.8 The receipt, obtained from the victim by an assured, is related to any sums paid by the insurer in respect of such an entry is sufficient discharge by the insurer for the same.

- 13.9 Any provision of the rules by which an insured party ceases either to be insured or to be entitled to recover from the insurer is deemed to apply to all insured parties. Failure by an insured party to comply with any of the obligations under the rules is deemed to be the failure of all insured parties.

- 13.10 Conduct of an insured party which would have entitled the insurer to decline to indemnify it is deemed to be the conduct of all insured parties.

- 13.11 The contents of any communication between an insured party and the insurer is deemed to be within the knowledge of all insured parties.

- 13.12 The cover provided to joint assureds and co-assureds does not extend to any liabilities or disputes either among such joint assureds and co-assureds, or with the assured.

## SECTION H: APPLICATION AND ENTRY

### INSURANCE AGREEMENT

#### 13.13 Charterer Named as Joint Assured or Co-assured

Unless otherwise agreed by the insurer, where a charterer is named as a joint assured or co-assured, all insured parties, including such charterer, warrant that the charterer is either:

- 1) an affiliated or associated charterer; or
- 2) has contracted with the assured or a joint assured for the provision of services to or by the ship and that contract has been approved by the insurer.

b Any charterer named as a co-assured in accordance with rule 13.13 a (2) above is only covered for liabilities which are to be borne by the assured or other joint assured under the terms of the relevant contract and would, if borne by the assured or that joint assured, be recoverable by either from the insurer.

142

#### Group Entries

13.14 The insurer may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.

13.15 One person must be designated group principal and any communication from or on behalf of the insurer to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.

13.16 All persons entering ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the insurer in respect of any and all ships in the same group.



## **Breach of Warranty**

- 13.17 In the event of any breach of the warranties set out in rule, 10.2, 11.4, 11.5 and 13.4, all insured parties' insurance shall terminate as per applicable rules of TCC automatically from the time of the breach. In such circumstances, the assured shall be, and remain, liable for all premium up to the time of the breach.
- 13.18 In the event of any breach by a joint assured or a co-assured of the warranties set out in rules 13.3 and 13.13, the joint assured's or co-assured's insurance shall terminate as per applicable rules of TCC automatically from the time of the breach. If a joint assured is in breach, he shall be, and remain, liable for all premium up to the time of the breach.

143

## **Assignment**

- 14.1 No insurance given by the insurer and no interest under the rules or under any contract between the insurer and any assured may be assigned without the agreement of the insurer. Any assignment made without such agreement shall, unless the insurer otherwise determine, be of no effect and the assignee shall have no rights against the insurer.
- 14.2 In the event that the insurer agrees, the insurer is entitled in settling any claim presented by the assignee to deduct or retain such amount as the insurers may then estimate to be sufficient to discharge any actual or potential liabilities of the assignor to the insurer.





### Classification and Condition of Ships

15.1 Unless otherwise agreed by the insurer, the following conditions of insurance of every ship:

1) the ship must be and remain fully classed with a classification society approved by the insurer, or, provided agreed by the insurer, remain fully approved by the government authority responsible for ship certification for the trade in question (hereafter 'society/authority')

2) any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority

3) the assured must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority

4) the insurer may inspect any document, and/or obtain any information relating to the maintenance of the ship's class or approval, in the possession of any society/authority with which the ship is or at any time has been classed or approved, and the assured authorizes such society/authority to disclose such documents and/or information to the insurer for whatever purposes they may consider necessary

5) the assured must comply with all statutory requirements of the ship's flag state relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the ship and must at all times maintain the validity of such policy as are required or issued by or on behalf of the ship's flag state, including those in respect of the ISM and ISPS codes.

15.2 Unless and to the extent the insurer otherwise



decides, an assured is not entitled to any recovery in respect of any liabilities arising during a period when any of the conditions in rule 15.1 have not been complied with.

### **15.3 Entry Surveys**

15.3.1 The insurer may, as a condition of acceptance or renewal of entry with the insurer, appoint a surveyor to inspect an policy holder's or assured's ship. In the light of such survey, the insurer may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.

15.3.2 Prior to the sight and acceptance of the survey report by the insurer in writing, it is a condition precedent that the insurer shall not be liable for any claims resulting from or in connection with any defect that would have been noticed by the surveyor had the Condition Survey been undertaken on inception date.

145

### **15.4 Routine or Claim Surveys and Reviews**

The insurer may at any time, or following an accident which will or may cause the assured to incur liabilities for which he may be insured by the insurer, appoint a surveyor to inspect an assured's ship or undertake a review of the assured's operations within a specified period. If the ship is not made available for survey, or the review does not take place, within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed.

### **15.5 Surveys Following Lay-up**

In the event that an assured has laid the ship up for more than 90 consecutive days he must, unless otherwise agreed by the insurer, notify them of his intention to trade the ship



## SECTION I: SHIP STANDARDS AND SURVEYS

---

at least seven days before she resumes trading. The insurer may then require the assured to have that ship inspected by a surveyor appointed by them. In the event that the assured does not notify the insurer of his intention to trade the ship, no claim for recovery will be allowed.

### **15.6 Effect on terms of Entry**

In the light of a survey or review the insurer may:

- 1) terminate the assured's entry; or
- 2) amend, vary or impose conditions on the terms of entry as they see fit

### **15.7 Effect of Non-compliance**

Any recommendations made by the insurer or a surveyor following any survey or review must be carried out within the time specified by, and to the satisfaction of, the insurer and no recovery shall be allowed in respect of any incident arising after any such recommendations have been made until they have been complied with to the satisfaction of the insurer.







## SECTION J: PERIOD OF INSURANCE

### Policy Period

- 16.1 Unless otherwise agreed at the time of entry or set out in the rules, the insurance provided by the insurer begins at the time stated in the assured's policy, and continues for a period of 12 months, or other period as stated on the policy, unless terminated in accordance with the rules.
- 16.2 If an assured does not wish to continue the insurance in respect of the ship he must give notice in writing to the insurer not later than 30 days before the expiry of the period of insurance.
- 16.3 The ship may not be withdrawn at any other time or in any other manner except with the consent of the insurer.

### 16.4 Insurers' Notice

148

The insurer may, in respect of the ship, at any time and by giving valid reasons;

- 1) give to an assured seven days' notice that he is not entitled to any recovery in respect of any claim arising during the period from expiry of that notice until such further time as the insurer specifies; or
- 2) terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.

### 16.5 Pro-rata Premium

Subject to rule 18, an assured is only liable for premium in respect of the ship pro-rata for the period from the time stated in the assured's policy until noon 12:00 (Turkey)

- 1) on the day ownership was legally transferred; or
- 2) on the date of cessation of insurance.

### Cessation of Insurance

- 17.1 An assured shall cease to be insured by the insurer in respect of any and all ships entered by him if:
- 1) being an individual, he dies, becomes of



unsound mind, or bankrupt or makes any arrangement with his creditors generally; or

2) being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.

17.2 An assured shall cease to be insured by the insurer in respect of any ship entered by him if:

1) he sells or assigns the whole or any part of his interest in the ship, unless the insurer have agreed to such assignment and to an assignment of the relevant insurance by the insurer pursuant to rule 14.1; or

2) the ship becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the insurer decide, that the ship can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the ship, or such later date as the insurer may determine; the insurer may, however, agree to extend the period of insurance on such terms as they think fit; or

3) notice is given under rules 16.2 to 16.4 and is not withdrawn by agreement before the expiry of the period of insurance; or

4) the entry is terminated or ceases in accordance with rules 15 or 16.4; or

5) the ship is employed by the assured in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the insurer to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by



## SECTION J: PERIOD OF INSURANCE

anystate or international organization, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the insurer shall otherwise determine.

### **Cancellation of Insurance**

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

1) unless and to the extent the insurer otherwise decides, an assured will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the insurer is paid in full; and

2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.

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

### **Effect of Cessation of Insurance**

17.5 Where an assured ceases to be insured in respect of any ship or at all ('the date of cessation') then:

1) such assured and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the ship was on risk, and previous policy years

2) the insurer remains liable for all claims arising out of any event occurring before the date of cessation, but is under no liability for anything occurring after the date of cessation



- 17.6 When an assured ceases to be insured under rule 16.4 he remains liable for premium for the policy year in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.
- 17.7 When an assured ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the insurer in respect of wreck liabilities in accordance with rules 3.8.6 and 3.11, and on such other terms as may be agreed by the insurer.

### **17.8 Effect of Cancellation of Insurance**

When an assured's insurance is cancelled under rule 17.3 then:

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



## ➤ SECTION K: PREMIUMS

---

### **18 Premium**

- 18.1 The assured agrees to pay all premium and other sums determined by the insurer, in such manner and at such time as the insurer may require.
- 18.2 If an assured does not notify and submit his claim for reimbursement to the insurer in writing within three months under rule 16.5, or within three months of the end of the policy year under rule 18.2, no allowance or return shall be made unless the insurer otherwise determine.

### **19.1 Payment**

- 19.1.1 Any premium or other sums due shall be designated in such currency, and be payable in such manner and at such time, as the insurer may specify. If any sum due is not paid on the specified date, time being of the essence, such assured shall pay interest on the amount outstanding from that date until the date of payment at such rate as the insurer determines. The insurer may, however, waive payment of interest in whole or in part.
- 19.1.2 Where an assured has appointed a broker, the broker is the agent of the assured. Payments of the premium and other sums due to the insurer shall not be considered received by the insurer until actually received by it, and payment by the assured to his broker or other intermediary shall not constitute payment to the insurer.
- 19.1.3 Where the assured has appointed a broker, payment by the insurer to the broker of sums due to the assured shall constitute payment to the assured. Any such payment shall fully discharge the insurer's liability in respect of such sums.



## **19.2 Lien**

If the ship, which is subject to insurance coverage, is not in the possession of the assured, the assured acknowledges that together with the policy holder, he shall be jointly and severally liable for all the claims arising from contract of insurance in favor of the insured; in this regard, the assured acknowledges that for all the claims of the insured, precautionary attachment shall be applicable to every ship, which are in possession of the assured, in accordance with the articles 1352 p.1(r), 1353 and 1369 of Turkish Commercial Code numbered 6102.



## ➤ SECTION L: GENERAL TERMS AND CONDITIONS

20.1 Whenever the insurer's agreement or approval is required by the rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.

### **20.2 Disclosure**

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

### **Notices**

20.3 All notices and documents required by the rules to be given to the insurer must be in writing and addressed to the insurer.

20.4 All notices and documents required by the rules to be served on an assured may be served as the insurer decides either personally, or by post, fax or e-mail to him:

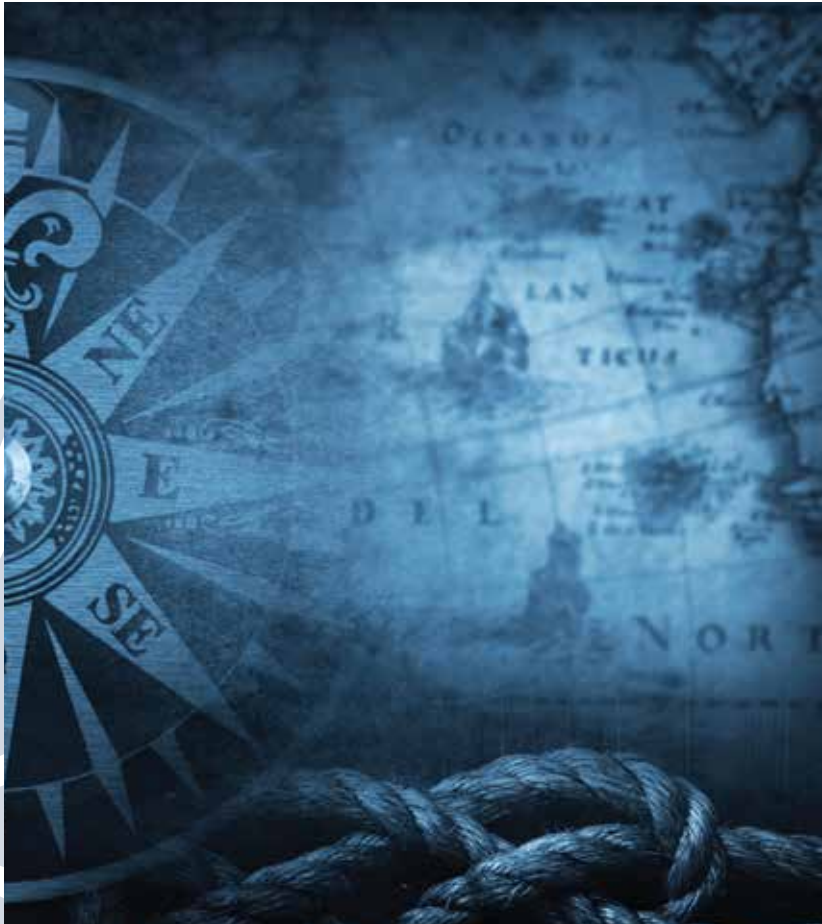
- 1) at his address as recorded by the insurer; or
- 2) at any other address he has notified the insurer as being his address for service; or
- 3) at any address of a broker or agent through whom any ship has been entered in the insurer.

20.5 Every notice and document served personally is deemed served on the day of service; if served by post, fax or e-mail is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the insurer's record of any electronic communication is sufficient proof of service by other means.



## **21 Law and Jurisdiction**

Any and all disputes arising out of or in connection with the rules and any contract of insurance between the insurer and an insured party are governed by and construed in accordance with Turkish Law and shall be referred to the Istanbul Commercial Court which specializes in Maritime affairs and Istanbul Enforcement Offices unless the parties agree otherwise





## SECTION M: ADDITIONAL COVERS

The additional covers which follow do not form part of any assured's insurance unless and to the extent that they are expressly agreed and incorporated into the assured's policy.

### 21.1 Contractual Liabilities Extension

#### Cover

21.1.1 Section C "Risks Covered" of the Rules, is hereby extended to cover liabilities which arise under the terms of an indemnity or contract falling outside the standard risks, subject to prior sight and written approval of the contract relating to the risks by the Insurer.

#### Exclusions

21.1.2 There shall be no recovery for liabilities:  
1) for which the Assured is covered if the ship is entered for standard risks in the Insurer;  
2) relating to any of the risks which are excluded by the rules or in the Assured's policy of insurance

#### Deductible and Limit of Cover

21.1.3 Deductible and limit of cover for this extension shall be that set out in the Assured's policy of insurance.

### 21.2 Salvor's Liability Extension

#### Cover

21.2.1 Section C "Risks Covered" of the Rules, is hereby extended to cover liabilities, which an Assured, being a professional salvor, may incur, arising out of salvage operations performed by him where the Insured Vessel is used or intended to be used in salvage operations, but only where such cover has been first agreed by the Insurer in writing.

21.2.2 Liabilities in respect of oil pollution arising out of salvage operations where such liabilities do not arise in relation to the Insured Vessel but arise in connection with the Assured's business as a professional salvor are included.

21.2.3 Liabilities other than oil pollution arising out of salvage operations where such liabilities do not arise in relation to



the Insured Vessel but arise in connection with the Assured's business as a professional salvor are included.

### **Exclusions**

21.2.4 There shall be no recovery under paragraphs 2 and 3 for liabilities of the Assured under contract where they would not have arisen but for the existence of such a contract, unless they are assumed in respect of sub-contractors' legal liability.

21.2.5 Following paragraphs represent overriding general exclusions of "Salvors Liability Extension" clauses;  
1) Liabilities for which the Assured is covered if the Insured Vessel is entered for standard risks with the Insurer, or another insurer affording equally wide cover

2) Liabilities relating to any of the risks which are excluded in the Assured's Certificate of Insurance, unless otherwise agreed by the Insurer.

157

## **21.3 Specialist Operations Extension**

### **Cover**

21.3.1 Section C "Risks Covered" of the Rules, is hereby extended to include claims brought by third parties in respect of the specialist nature of the operations, subject to such liabilities are related to perils described under the same Section. It is hereby agreed this extension may respond to claims brought by parties who may be receipt of such services from the Assured, or third parties who allege to have suffered damages arising from specialist operations provided by the Assured.

### **Exclusion**

21.3.2 Paragraphs 5.11.2 and/or 5.11.3 of Section C "Risks Covered" under the Rules, and claims arising from use of equipment(s) which is/are not permanently connected to the Vessel are overriding exclusions of this wording.



## SECTION M: ADDITIONAL COVERS

### 21.4 P&I War Risks Clauses

#### Cover

- 21.4.1 It is hereby agreed that the Section D “Excluded Risks”, paragraph 4.3 is cancelled.
- 21.4.2 This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.

#### Excluded Areas

- 21.4.3 At any time or times before, or at the commencement of, or during the policy year, the Insurer may determine that any places or areas be excluded from the cover hereunder.
- 21.4.4 Unless otherwise agreed by the Insurer the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight, from declaration of places and areas excluded from the cover.

#### Cancellation

- 21.4.5 Cover may be cancelled by either the Insurer or the Assured giving seven days notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the Insurer). [The Insurer, at its own discretion, may agree to reinstate cover subject to agreement with the Assured as to new terms of entry.]

#### Grounds for Automatic Cancellation

- 21.4.6 Whether or not notice of cancellation has been given, cover shall terminate automatically:
- 1) upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People’s Republic of China, or any war involving Turkey.
  - 2) in respect of the insured ship if she is requisitioned either for title or use.



### **Other Exclusions and Nuclear Risks**

- 21.4.7 Loss, damage, liability or expense arising from are excluded;
- 1) the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China, or any war involving Turkey
  - 2) in respect of the insured ship if she is requisitioned either for title or use
  - 3) Section D "Excluded Risks", paragraph 4.4, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or his servants or agents,

### **Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Computer Virus Exclusion**

- 21.4.8 This paragraph shall override anything contained in this insurance inconsistent therewith.
- 1) In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from;
    - any chemical, bio- chemical or electromagnetic weapon,- the use or operation, as a means for inflicting harm, of any computer virus

### **TOPIA Exclusion**

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

### **Deductibles**

- 21.4.10 The cover shall apply, any one event, in excess of the greater of:
- 1) US\$50,000, or
  - 2) the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$100 million, the



proper value will be deemed to be US\$100 million), or;  
3) the amount recoverable under any other policy of insurance, whether of war risks or otherwise.

**Limit of Liability**

21.4.11 The limit of liability provided under this extension cover shall be same as the insurance policy, unless noted otherwise on the insurance policy, and always combined with the policy limit.

**22. Maritime Labour Convention Extension Clause 2017**

1. Subject only to the other provisions of this extension, the insurer shall discharge and pay on the assured's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:

(a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and

(b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.

2. The assured shall reimburse the insurer in full:

(a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and 6

(b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.

3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.

4. The insurer shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the assured or the



assured servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:

- (a) Any chemical, biological, bio-chemical or electromagnetic weapon
- (b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

5. (a) This extension may be cancelled in respect of war risks by the insurer on 30 days' notice to the assured (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).

(b) Whether or not such notice of cancellation has been given this extension shall terminate automatically in respect of war risks:

(i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

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

(ii) In respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.

(c) This extension excludes loss, damage, liability or expense arising from:

(i) The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;

(ii) Requisition for title or use.

6. This extension shall be subject to rules 4.4, 4.8, 6.15 ve 17.2(5).

7. Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.

8. Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 21.

9. For the purpose of this extension:

**"Seafarer"** shall have the same meaning as in MLC 2006.

**"War Risks"** means the risks set out in rule 4.3.