

### **Clauses referred to in Owners' Certificates of Entry or Endorsement Slips.**

This Addendum contains full wordings of clauses which may be incorporated, where contractually agreed, in the terms and conditions on which a ship is entered in the Association by, or on behalf of the Owner, by means of a short form reference to such clause in the Certificate of Entry or in an Endorsement Slip.

Attention is drawn to Rule 5L & Rule 7 concerning the exclusion of the Insurance Act 2015.

### **Paperless Trading Endorsement**

There shall be no recovery from the Association in respect of liabilities, losses, costs and expenses arising from the use of any electronic trading system, other than an electronic trading system approved by the Managers in writing, to the extent that such liabilities, losses, costs and expenses would not (save insofar as the Association in its sole discretion otherwise determines) have arisen under a paper trading system.

For the purposes of this paragraph,

- a) 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:
  - i. are documents of title, or
  - ii. entitle the holder to delivery or possession of the goods referred to in such documents, or
  - iii. evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party.
- b) a "document" shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically generated information.

## Addendum for Owners

### Charterers' Co-Assureds Clause

This entry is to cover the time and/or voyage and/or slot charterer(s) named in this Certificate of Entry/Endorsement as Member(s) in respect of claims recoverable under the Rules and terms of entry set out herein.

This entry is subject to the terms of Rule 5(B) and the aggregate amount recoverable from the Association by all such charterer(s) named as joint owner(s) in respect of all claims arising out of any event, or (for cargo claims) any one cargo voyage, is limited to a maximum of US\$350 million, PROVIDED ALWAYS that:

- 1 for any and all claims in respect of oil pollution, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$1,000 million any one event, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii).
- 2 for any and all claims
  - i) in respect of liability to Passengers, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$2,000 million any one event and
  - ii) in respect of liability to Passengers and Seamen, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$3,000 million any one event.

### Space Charterers/Consortium Extension Cover Clause

This entry is extended to cover the Owner's liabilities, incurred as space charterer of a Consortium Vessel operating in a consortium identified in the Certificate of Entry/Endorsement, arising out of the carriage of cargo and excluding any physical damage to such a Consortium Vessel, its equipment or containers on board, but only where space is exchanged or shared on a reciprocal basis as defined below. This entry is subject to the Rules and the terms and conditions of entry of the entered ship and the aggregate amount recoverable from the Association under this entry in respect of all claims arising out of any one event, or (for cargo claims) any one cargo voyage, is limited:

- a) in respect of all entered ships employed in the consortium to a maximum of US\$350 million,
  - b) where the Owner has ships entered in the Association and any other insurer which is a party to the Pooling Agreement, to that proportion of a maximum of US\$350 million as the claims incurred by the Association bear to the claims incurred by the Association and any such other insurers.
- PROVIDED ALWAYS that for any and all claims in respect of oil pollution, the aggregate amount recoverable by the Owner in respect of any one entered ship and any Consortium Vessel shall not exceed US\$1,000 million any one event, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii).

An exchange or sharing a space will be on a reciprocal basis if the intention is that the space given and taken is broadly in balance.

## **Addendum for Owners**

### **War Risks P&I Excess Cover Clause**

In accordance with the proviso to Rule 5(E) of the Association's Rules, special cover is provided to the Owner against risks which are excluded from cover solely by virtue of the provisions of Rule 5(E). Unless otherwise agreed in writing, such cover shall be subject to all other terms and conditions of the entered ship and shall be provided upon and subject to the terms of the Director's Resolution dated 30th January 2017 issued in the Club Circular on War Risks P&I Excess Cover Special Cover under Proviso to Rule 5E.

### Nickel Ore Clause

It is a condition of this insurance that a Member who intends to load any nickel ore cargoes from ports in Indonesia or the Philippines must provide advance notice to the Managers as early as possible before loading.

Such notice shall be in writing to the Managers and shall include the following information where possible:

- ship name
- port/anchorage of loading and estimated time of arrival
- date of intended loading
- charterer/shipper's details
- agent's details
- a copy of the shipper's cargo declaration and supporting certificates

The Managers may, at their discretion, require that a survey of the cargo be conducted on behalf of the Member to determine the condition of such cargo before loading is allowed to commence which survey may be continued into loading operations.

Unless the Association in its sole discretion otherwise determines, there shall be no recovery from the Association in respect of liabilities, losses, costs or expenses to the extent that such liabilities, losses, costs or expenses result from events relating directly or indirectly to the condition of the cargo where the above specified written notice has not been provided in advance of the loading of the cargo, or where any subsequent requirement or recommendation of the Managers in relation to the cargo has not been complied with.

## **Addendum for Owners**

### **Tanker - entered on the basis of carrying cargoes of persistent oil**

1. It is hereby agreed that the ship will carry persistent oil as cargo during the policy year. Notwithstanding the foregoing, any ship insured hereunder that is not carrying persistent oil or its residues (other than slops) for a period of thirty or more consecutive days (such period(s) being computed from the day on which the ship is not carrying persistent oil or its residues (other than slops) until the day the next persistent oil cargo is loaded, one day only being excluded) shall be entitled to receive a return of Mutual Premium for such period(s) upon application to the Managers. No such return shall be made by the Association unless the Managers receive written notification within three months of the end of the policy year in which the returns are claimed.
2. For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
  - a) at least 50% of which, by volume, distills at a temperature of 340 degrees C and
  - b) at least 95% of which distills at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

### **Tanker - entered on the basis of carrying cargoes other than persistent oil**

1. It is hereby agreed that the ship will carry cargoes other than persistent oil during the policy year. Notwithstanding the foregoing, any ship insured hereunder that carries persistent oil as cargo at any time during the policy year shall be held covered, provided the carriage of such cargo is promptly declared to the Managers and an additional Mutual Premium as specified by the Managers is paid for the period.
2. If the Owner fails to notify the Managers in accordance with paragraph (1) above, the Owner shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo (the date of cessation). The terms of Rule 28(b) shall apply. Provided always that the Directors may in their discretion and upon such terms as they think fit reinstate the entry of the ship or admit in whole or in part any claim in respect of the ship for which the Association is not liable by virtue of the insurance having ceased in accordance with this paragraph (2).
3. For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
  - a) at least 50% of which, by volume, distills at a temperature of 340 degrees C and
  - b) at least 95% of which distills at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

### **OBO - entered on the basis of carrying cargoes of persistent oil**

1. It is hereby agreed that the ship will carry persistent oil as cargo during the policy year. Notwithstanding the foregoing, any ship insured hereunder that carries dry cargoes and/or wet cargoes other than persistent oil or its residues for a period of thirty or more consecutive days, (such period(s) being computed from the day on which the ship is not carrying persistent oil or its residues (other than slops) until the day the next persistent oil cargo is loaded, one day only being excluded) shall be entitled to receive a return of Mutual Premium for such period upon application to the Managers. No such return shall be made by the Association unless the Managers receive written notification within three months of the end of the policy year in which the returns are claimed.
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