

## **Appendix A – Nickel Ore Clause**

### **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.

## **Appendix B - Tanker and OBO clauses**

### **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, distils at a temperature of 340 degrees C and
  - b) at least 95% of which distils 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, distils at a temperature of 340 degrees C and
  - b) at least 95% of which distils 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.
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, distils at a temperature of 340 degrees C and
  - b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

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