

# Class 3 War Risks

Renewal 2020/2021

12 February 2020

Circular Ref: 2020/007



CIRCULAR

# Class 3 War Risks

## Renewal 2020/2021

### Rules

As advised by Circular (Ref: 2020/004) dated 13 January 2020. The Rules of this Class have been amended for the 2020/2021 Policy Year.

### Advance Contribution Rates

The Advance Contribution Rates for the 2020/2021 Policy Year have been agreed and renewal terms will be notified to Members individually.

Entered Ships which are limited to a Restricted Trading Area are entitled to pay 50% of the rates. The Restricted Trading rate applies if the Entered Ship trades exclusively in any one of the following areas:

- a) Europe (but including the Mediterranean and Black Sea);
- b) U.S.A. and Canada (excluding Panama Canal Transits); and
- c) Australasia.

The Advance Contribution will be payable in one instalment which will be due on 1 April 2020.

### Nuclear and Cyber Risks

Members will be aware that the current Terms of Entry contain an exclusion of Nuclear and Bio Chem risks, Rule 4.D.3, and Computer Virus (or Cyber) risks, Rule 4.D.7. Members have no cover for the risks excluded by Rules 4.D.3.1 to 4.D.3.5 (other than in Rule 4.D.3.6) or Rule 4.D.7.

North arranges reinsurance of this War Risks Class through The Combined Group of War Risks Associations (the Group) and is pleased to advise that for the forthcoming Policy Year commencing Noon GMT on 20 February 2020, the Group's reinsurers have again agreed to provide limited cover for claims which would otherwise have been excluded by each of these Rules 4.D.3 and 4.D.7 subject to a limit of USD 50,000,000 any one event and in the aggregate of all claims by Members of all Associations within the Group occurring during the Policy Year. The USD 50,000,000 aggregate limit will apply separately to claims under 4.D.3 and 4.D.7.

In order to allow for calculation of aggregated claims, it is necessary to limit the time for such claims to be presented – all claims must therefore be notified within 30 days of the end of the Policy Year and, as a consequence, it will only be possible to settle claims after this time.

Therefore, with effect from Noon GMT on 20 February 2020 the Member's Terms of Entry will include the following additional terms:

### Nuclear and Bio Chem risks

- a) Rule 4.D.3 shall not apply unless and until claims which would otherwise have been excluded by this Rule have exceeded USD 50,000,000 in the aggregate as below.

- b) Subject to (c) below, the Association's liability for claims recoverable by virtue of (a) above arising under any one Entry and under all Entries in Class 3 of the Association during the Policy Year shall not exceed USD 50,000,000.
- c) In the event that there is more than one such claim under an Entry in this Association or in any other association which participates in The Combined Group of War Risks Associations, the aggregate recovery from all associations shall not exceed USD 50,000,000 and the Insured Owner shall be entitled to recover only such proportion as the amount of the claim or claims under his Entry bears to the aggregate of all such claims recoverable pursuant to paragraph (a) above under Entries in this and any other association which participates in The Combined Group of War Risks Associations during the Policy Year.
- d) In addition to the Insured Owner's obligation to promptly notify the Association in accordance with Rule 4.E.12.A, the Association shall have no liability for any claim or claims arising by virtue of (a) above unless the casualty, event or matter liable to give rise to such a claim is notified to the Association by the Insured Owner *within 30 days from the end of the Policy Year, whether or not the Insured Owner is aware of the casualty, event or matter at that time.*
- e) This extended cover is reinsured by the Association. In accordance with Rule 12.3 the Insured Owner shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance.

Subject otherwise to the Rules of the Association and the Insured Owner's Terms of Entry.

#### **Computer Virus/Cyber risks**

- a) Rule 4.D.7 shall not apply unless and until claims which would otherwise have been excluded by this Rule have exceeded USD 50,000,000 in the aggregate as below.
- b) Subject to (c) below, the Association's liability for claims recoverable by virtue of (a) above arising under any one Entry and under all Entries in Class 3 of the Association during the Policy Year shall not exceed USD 50,000,000.
- c) In the event that there is more than one such claim under an Entry in this Association or in any other association which participates in The Combined Group of War Risks Associations, the aggregate recovery from all associations shall not exceed USD 50,000,000 and the Insured Owner shall be entitled to recover only such proportion as the amount of the claim or claims under his Entry bears to the aggregate of all such claims recoverable pursuant to paragraph (a) above under Entries in this and any other association which participates in The Combined Group of War Risks Associations during the Policy Year.
- d) In addition to the Insured Owner's obligation to promptly notify the Association in accordance with Rule 4.E.12.A, the Association shall have no liability for any claim or claims arising by virtue of (a) above unless the casualty, event or matter liable to give rise to such a claim is notified to the Association by the Insured Owner *within 30 days from the end of the Policy Year, whether or not the Insured Owner is aware of the casualty, event or matter at that time.*
- e) This extended cover is reinsured by the Association. In accordance with Rule 12.3 the Insured Owner shall be entitled to recover from the funds of the Association only the net amount actually recovered under this reinsurance.
- f) Subject otherwise to the Rules of the Association and the Insured Owner's Terms of Entry.

## **Additional Premium Areas**

With effect from Noon GMT 20 February 2020, the Additional Premium Areas will be as follows:-

### **1. Africa**

- a. Nigeria
- b. Somalia
- c. Libya
- d. Benin
- e. Gulf of Guinea, but only in respect of the area enclosed by:
  - 1. On the northern side the coast of Benin, Togo and Nigeria.
  - 2. On the western side a straight line from the border on the coast, of Togo and Ghana to position latitude 3° North, longitude 1° 10' East.
  - 3. On the southern side a straight line from there to position latitude 3° North, longitude 8° East.
  - 4. On the eastern side a straight line from there to latitude 4° North, longitude 8° 31' East and then from there to the border, on the coast, of Nigeria and Cameroon.
- f. Togo

### **2. Middle East**

- a. Iran
- b. Iraq
- c. Israel
- d. Lebanon
- e. Oman
- f. Persian or Arabian Gulf and adjacent waters, including  
the Gulf of Oman west of longitude 58°E
- g. Saudi Arabia (Gulf Coast)
- h. Saudi Arabia (Red Sea coast) excluding transits
- i. Syria
- j. United Arab Emirates
- k. Yemen

### 3. South America

- a. Venezuela

### 4 Indian Ocean/Arabian Sea/Gulf of Aden/Gulf of Oman/Southern Red Sea

The waters enclosed by the following boundaries:

- a) on the north-west, by the Red Sea, south of latitude 15°N
- b) on the west of the Gulf of Oman by longitude 58°E
- c) on the east longitude 65°E
- d) on the south, latitude 12°S

Excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

The Ports, places, countries, zones and areas listed shall include all harbours, offshore and installations and terminals unless otherwise stated.

Notice must be given to North before an Entered Ship proceeds into an Additional Premium Area. North will endeavour to provide indications of Additional Premium levels at any time but firm quotations will not normally be available until the entered ship is within 48 hours of arrival into the Additional Premium Area.

#### Insured Values and Sums Insured

Members are reminded of the need to review the Insured Values and Sums Insured which should be the same as those for which the Entered Ship is insured for total loss under marine policies, normally the insured value on Hull and Machinery, plus where applicable any amount insured on disbursements and/or increased value or freight. Any interest which is insured against Total Loss Risks Only under marine policies should be declared under Rule 3 so that the War Risk insurances exactly reflect the non-War Risk insurances for the same interests.

For the 2020/2021 Policy Year, the maximum value or amount insured under Rule 2 and Rule 3 in the aggregate will be £325,000,000 or equivalent any one Entered Ship.

The limit of liability in equivalent currencies for claims is:

US\$	500,000,000
Euros	425,000,000
Can \$	650,000,000

Members are also reminded of the provisions of Rule 11 whereby the Secretary of State for Transport may restrict the insured value of the entered ship for Queen's Enemy Risks in certain circumstances.

#### Protection and Indemnity risks

The limit of liability for all claims under Rule 2 Part D (Protection and Indemnity risks) remains £325,000,000 or equivalent each Entered Ship any one accident or series of accidents arising out of any one event, except



as stated below. This limit includes Members' claims for Sue and Labour. The limit of liability in equivalent currencies for claims under Rule 2 Part D is:

US\$	500,000,000
Euros	425,000,000
Can \$	650,000,000

according to the currency of the Insured Values and amounts declared by the Member for the purposes of Rule 2 Parts A and B and Rule 3.

### **Alteration of risk**

Members must advise North prior to any change in the port of registry of an Entered Ship as this may affect rating and terms of cover.

### **Indian Ocean, Gulf of Aden and Somalia Security**

Members are referred to the Best Management Practices to combat piracy which have been developed by industry and naval forces, for all ships transiting the Gulf of Aden and the Indian Ocean. North's advice is available on [www.nepia.com](http://www.nepia.com) and the latest best practice document is available through this link or direct from the MSC (HOA) website. North strongly recommends that this guidance be adopted by Members and copies should be made available on all ships as part of Member's anti-piracy contingency plans.

### **Sanctions**

The Rules for the 2020/2021 Policy Year incorporate provisions in relation to Sanctions-related cesser under Rule 33.

An Insured Owner's insurance will cease in the event that the Entered Ship is employed in a manner that has or will expose North to the risk of sanctions. Where North is unable to make a full recovery from other parties to the Pool and/or reinsurers by reason of the risk that the payment of such a recovery will expose such reinsurers to sanctions, this clause provides that North's liability to a Member will be limited to that part of the claim that is recovered from reinsurers.

Recovery of any claim is subject to the overriding proviso that the payment or handling of the claim will not expose North to any sanction, prohibition, adverse action or the risk thereof. In addition, liabilities, costs and expenses that are not recovered under the pooling and/or reinsurance arrangements of the Class by reason of the fact that payment of such claims would expose the other parties to the Pool and/or reinsurers to sanctions are excluded.

North strongly recommends that Members comply with the provisions of the relevant sanctions regimes in order to minimize the risk of their cover terminating or their being unable to make a recovery. Compliance will inevitably involve the exercise of due diligence by the Member in relation to any trading involving Iran, Syria or any other sanctioned countries or with certain designated individuals or companies. Members are referred to the information and advice available on [www.nepia.com](http://www.nepia.com) which is regularly updated.

### **Insurance Mediation Directive**

As applies at present, where the insurance is to be placed on behalf of the owners by a third party intermediary, as defined under the EU Insurance Mediation Directive (2002/92/EC), North will require the

intermediary's confirmation that they are authorised by the relevant authority in their place of business under the terms of this Directive. Intermediaries are reminded that this applies whether or not they are also co-insured under such insurances.

STEPHEN REBAIR

DEPUTY GLOBAL DIRECTOR (UNDERWRITING)

The North of England P&I Association Limited / North of England P&I DAC