

## Class 3 War Risks Renewal 2023/2024

10 February 2023

Circular Ref: 2023/005



# CIRCULAR

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## Rules

As advised by Circular 2023/002 dated 17 January 2023, the Rules of Class 3 have been changed. These will be incorporated into the Rules of Class 3 for 2023/24. In addition, the Coronavirus and Computer Virus exclusions which were introduced for the 2021/22 Policy Year will remain in place but will remain reflected as terms in the individual Certificates of Entry.

## Advance Contribution Rates

The Advance Contribution Rates for the 2023/2024 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 3 April 2023.

## 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 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 2023, 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 US\$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 US\$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 2023 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 US\$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 US\$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 US\$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 US\$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 US\$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 US\$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.

### **Additional Premium Areas**

With effect from Noon GMT 20 February 2023, 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 waters enclosed by the following boundaries:
  1. On the west, from the coast of Togo 6° 06' 45" N, 1°12E, south to
  2. high seas point 0° 40'S, 3° 00'E
  3. and then east to Cape Lopez Peninsula, Gabon 0°40'S, 8° 42'E.
- f. Togo
- g. Cabo Delgado in respect of the waters within 50 Nautical miles of Mozambique and Tanzania enclosed by the following boundaries:
  1. To the north, from Mnazi Bay at 10°19.6'S, 40°18.9'E to high seas point at 9°50.7'S, 41°7.6'E.
  2. To the south, from Baía do Lúrio at 13°30'S, 40°31.6'E to high seas point 13°30'S, 41°28.8'E.

#### **2 . Middle East**

- a. Iran
- b. Iraq
- c. Israel
- d. Lebanon
- e. Oman (Musandam Governorate)
- f. Persian or Arabian Gulf and adjacent waters, including the Gulf of Oman west of the line from Oman's territorial limit off Cape al-Hadd at 22°42.5'N, 59°54.5'E northeast to the Iran-Pakistan border at 25°10.5'N, 61°37.5'E excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided
- 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 northeast, from the Yemen border at 16°38.5'N, 53°6.5'E to high seas point 14°55'N, 53°50'E
- c. on the east, by a line from high seas point 14°55'N, 53°50'E to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E
- d. and on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'E

### **5. Russia**

### **6. Europe**

Sea of Azov and Black Sea waters plus inland waters as defined below:

- 1) Sea of Azov and Black Sea waters enclosed by the following boundaries:
  - a. On the west, around Romanian waters, from the Ukraine-Romania border at 45° 10.858'N, 29° 45.929'E to high seas point 45° 11.235'N, 29° 51.140'E
  - b. thence to high seas point 45° 11.474'N, 29° 59.563'E and on to high seas point 45° 5.354'N, 30° 2.408'E
  - c. thence to high seas point 44° 46.625'N, 30° 58.722'E and on to high seas point 44° 44.244'N, 31° 10.497'E
  - d. thence to high seas point 44° 2.877'N, 31° 24.602'E and on to high seas point 43° 27.091'N, 31° 19.954'E
  - e. and then east to the Russia-Georgia border at 43° 23.126'N, 40° 0.599'E
- 2) All inland waters of Ukraine
- 3) Inland waters of Russia within the following areas:

- a. Crimean Peninsula
- b. River Don, from Sea of Azov to vertical line at 41° E
- c. River Donets, from River Don to Ukraine border

4) All inland waters of Belarus south of horizontal line at 52° 30' N

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 2023/2024 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.

### **Aggregate Limit for Calls to Russia/Ukraine/Belarus**

Members should be aware that any calls to the Additional Premium Areas defined at 5. Russia or 6. Europe herein, may be subject to an aggregate limit. Such limits or other restrictions will be advised at the time of quoting any Additional Premium for the call.

## **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 2023/2024 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 Distribution Directive**

In accordance with current practice, where insurances are placed on behalf of owners by a third-party intermediary as defined under the EU Insurance Distribution Directive (2016/97/EU), the Club will require the intermediary's confirmation that they are authorised by the relevant European and/or UK Authority in their place of business under the terms of this Directive. This is applicable whether or not an intermediary is also co-insured under the relevant insurances.

STEPHEN REBAIR

DEPUTY GLOBAL DIRECTOR (UNDERWRITING)

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