



UMR:B128410248M13

**RISK DETAILS**

<b>TYPE:</b>	Maritime Lien Insurance
<b>ASSURED:</b>	As declared by Members of the North of England P&I Association Ltd.
<b>PERIOD:</b>	Open Cover to accept declarations attaching during the period from noon on the 20 <sup>th</sup> February 2013 G.M.T until noon on the 20 <sup>th</sup> February, 2014 as made by the North of England P&I Association Ltd. Each declaration to run for a 12 month period as defined.
<b>VESSELS:</b>	As declared by Members of the North of England P&I Association Ltd.
<b>INTEREST:</b>	Maritime Lien - A maritime lien is defined as including any claims being asserted against a declared vessel including but not limited to statutory rights of action in rem which it is alleged by the claimant give a right against a vessel which continues notwithstanding a change of ownership.
<b>LIMIT:</b>	USD1,000,000 any one ship.
<b>DEDUCTIBLE:</b>	USD5,000 any one ship.
<b>CONDITIONS:</b>	<p>This insurance is to indemnify the Assured for financial losses incurred by them arising directly from a maritime lien claim being made on a declared vessel as a result of disputes, debts, etc., which originated prior to the Assured taking delivery of the vessel, and which were beyond the Assured's control.</p> <p>The North of England P&amp;I Association will handle all claims (and recoveries) hereunder as FD&amp;D disputes within the scope of the Association's FD&amp;D class, keeping Underwriters advised.</p> <p>It is a condition precedent to Underwriters liability under this insurance that the settlement of a claim by the Assured with a third party shall be approved by Underwriters or be the subject of a final judgement of the court or tribunal seized of the claim.</p>

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Excluding claims for legal costs incurred by the Assured falling within the scope of the Assured's defence entry with the North of England P&I Association Limited, but including claims for legal costs incurred by the Assured at Underwriters' request and which would otherwise fall within the scope of the Assured's defence entry with the North of England P&I Association Limited but for the exercise of discretion by the Directors of the Association against the Assured. Excluding loss of hire or running expenses of the vessel or liabilities of the Assured for business interruption.

Underwriters will be under no obligation to post bail or security of any kind.

Excluding claims in respect of any maritime lien, encumbrance or cause of action known to the Assured on or before the date of delivery or discovered during the Writ Search by Norton White &/or their correspondents &/or Borden Ladner Gervais &/or their correspondents &/or Ince's &/or their correspondents &/or Edward Nathan Sonnerbergs &/or their correspondents &/or Bowman Gilfillan &/or their correspondents.

Declared vessels to attach from time of delivery to the Assured.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL 370 (10.11.2003)

Institute Cyber Attack Exclusion Clause CL 380 (10.11.2003)

Brokers Cancellation Clause 538HD00073.

**EXPRESS  
WARRANTIES:**

Vessels to have a purchased FD&D cover with the North of England P&I Association Limited, and such cover to continue for the entire period of this insurance.

Unless otherwise agreed by Underwriters in writing, it is a condition of this insurance that not more than one week prior to the planned delivery date a "Writ Search" is to be conducted by Norton White &/or their correspondents in Australia and New Zealand, by Borden

Ladner Gervais &/or their correspondents in Canada, by Ince's &/or their correspondents in England, Hong Kong and Singapore, by Edward Nathan Sonnerbergs &/or their correspondents in Durban, South Africa and by Bowman Gilfillan &/or their correspondents in Cape Town, South Africa for three years prior to the planned delivery date, subject to the actual delivery occurring within 30 days after the "Writ Search" was completed, and that no lien,

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encumbrance or cause of action is discovered during such search.

Vessels to have been purchased on terms including a maritime lien warranty" clause such as clause 9 of Norwegian Sale Form 1987 set out below:-

*"The Sellers warrant that the vessel, at the time of delivery, is free from all encumbrances and maritime liens or any other debts whatsoever. Should any claims which have been incurred prior to the time of delivery be made against the vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims"*

**SUE AND  
LABOUR:**

Following notice of any actual or potential loss hereunder it is the duty of the Assured(s) to notify the North of England P&I Association Limited immediately and to take all practical and reasonable remedial actions for the purpose of averting or minimising the claim hereunder, in respect of which Underwriters hereunder will at their discretion reimburse the Assured(s) for all necessary costs and expenses in pursuance of this duty.

**SANCTION  
LIMITATION AND  
EXCLUSION  
CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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**CHOICE OF LAW &  
JURISDICTION:**

This insurance shall be governed by and construed in accordance with the law of England & Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England & Wales.

**PREMIUM:**

USD8,500 per vessel declared with all declarations to be made quarterly in arrears. No return of premium to be made in the event



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of any vessels entry with the North of England being cancelled or terminated.

### Alternatively

At Assured's option if the limit hereon is reduced to USD500,000 any one ship then the premium is amended to USD5,175 per vessel declared. Option to be exercised upon order being given.

### **PREMIUM PAYMENT TERMS:**

Subject to quarterly payments of premiums to Underwriters within 60 days from the end of each quarter.  
Premium Payment Clause LSW3000 (11/2001) – 60 days

### **TAX(ES) PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:**

As may be agreed by the agreement parties for each insurance bound.

### **RECORDING, TRANSMITTING & STORING INFORMATION:**

Where the broker maintains risk and/or claim data/information/documents the broker may hold such data/information/documents electronically.

### **(RE)INSURER CONTRACT DOCUMENTATION:**

This document details the contract terms entered into by the insurer(s).

A physical copy of this document will be provided to the Insured as Evidence of Cover. No further contractual documentation required.

The contract change document(s) signed by insurer(s) shall form the evidence of changes agreed.

Wherever there is a reference to "Insured" and/or "Assured" (or "Reinsured" and/or "Reassured") in this document, they shall be

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deemed to have the same meaning.

Wherever there is a reference to "Insurer" (or "Reinsurer") and/or "Underwriter" in this document, they shall be deemed to have the same meaning.

## **SECURITY DETAILS**

### **INSURER'S LIABILITY:**

#### **(RE)INSURERS LIABILITY CLAUSE**

##### **(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

##### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability

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under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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**ORDER HEREON:** 100% of 100%