

**AMICA N.V. - CHARTERERS' LIABILITY POLICY WORDING (09/2009)**

**COVER NOTE**

**CHARTERERS' LIABILITY  
FREIGHT, DEMURRAGE AND DEFENCE  
BUNKERS  
CARGO OWNERS' LEGAL LIABILITY**

**CLAUSE PARAMOUNT**

This insurance, as per the conditions below and in accordance with the terms and regulations of the English Marine Insurance Act 1906, indemnifies the Assured for their liability arising from a Charter Party Agreement in respect of a chartered vessel, as well as for their liability resulting from the performance of such Charter Party. Liability arising under the terms and conditions of standard Charter Party forms are accepted by Underwriters.

**1. ASSURED**

TBA

**2. DESCRIPTION OF THE INSURED ACTIVITY**

TBA

**3. CONDITIONS**

Conditions of Insurance:

- a. Charterers' Liability: as per section 1 of the attached AMICA Conditions of Insurance.
- b. Freight, Demurrage and Defence: as per section 2 of the attached AMICA Conditions of Insurance.
- c. Bunkers: as per section 3 of the attached AMICA Conditions of Insurance.
- d. Cargo Owners' Legal Liability: as per section 4 of the attached AMICA Conditions of Insurance.
- e. General Provisions and Warranties: as per section 5 of the attached AMICA Conditions of Insurance.

**4. DURATION OF THE POLICY**

Open cover, to insure all vessels chartered by the Assured during the period of X calendar months, commencing on X and ending on X both dates inclusive. No cover to attach for a period in excess of 12 months.

**5. TRADING LIMITS**

WORLDWIDE, always within Institute Warranty Limits.

**6. VESSELS & DECLARATIONS**

All vessels (whether on time or voyage charter) chartered by the Assured are to be declared to Underwriters prior to inception of risk.

Vessels which meet the following criteria are automatically accepted:

- IACS classification.
- Entry with an International Group P&I club and/or Raets Marine P&I and/or Navigators P&I and/or Hanseatic P&I and/or BML with a limit of insurance higher or equal to the limit being offered under this insurance.
- Vessels of maximum 40 years of age.

Vessels over 25 years of age will be subject to overage additional premium.

Other vessels are held covered at rates, terms and conditions to be agreed prior to inception of risk.

#### **7. LIMIT OF INSURANCE**

TBA

#### **8. PREMIUM**

TBA

#### **9. DEDUCTIBLES**

TBA

#### **10. PAYMENT**

All premiums are to be paid within X days.

Underwriters will be under no obligation to indemnify the Assured if premiums are not (timely) paid as specified above.

Claims by the Assured against Underwriters will not constitute any right of set-off against the premiums or any other sums due to Underwriters, nor entitle the Assured to withhold or delay payment of premium or any other sums due.

The undersigned Underwriters hereby insure, on the conditions as set out above:

#### **THE UNDERWRITERS**

Antwerp, *(date)*

E&OE

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AMICA NV as agents for and on  
behalf of Lloyd's Syndicate 1221.

**AMICA CONDITIONS OF INSURANCE**

(09/2009)

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6. Definitions

## **1. CHARTERERS' LIABILITY**

### **1.1. Liability for Damage to Hull**

This insurance indemnifies the Assured for their liability for physical loss of, or damage to, the chartered vessel arising from the Charter Party. To include liability for hire, demurrage or loss of use (including detention) as a direct consequence of such physical loss of, or damage to, the chartered vessel.

### **1.2. Liability for Damage to Cargo**

This insurance indemnifies the Assured for their liability for loss of, shortage, damage to or other responsibility for the cargo carried, or intended to be carried, on board the chartered vessel arising from the Charter Party. To include the additional costs of disposing of damaged cargo and/or of the failure of a consignee to remove cargo in as far as the Assured is unable to successfully recover these costs from any other party and is liable for such removal.

It is a condition for this insurance that the Bills of Lading evidencing the contract of carriage are issued and/or signed by the Master on behalf of owners, or on behalf and by authority of the Master, of the chartered vessel.

#### **Exclusions:**

This insurance does not cover liabilities:

- which would not have been incurred by the Assured if the cargo had been or could have been carried on terms no less favorable to the Assured than those laid down under the Hague or Hague-Visby Rules;
- arising out of carriage under an ad valorem Bill of Lading where a value of more than USD 2,500 (or the equivalent in any other currency) per unit, piece or package is declared and inserted in the Bill of Lading, to the extent, in any such case, that such liabilities, costs and expenses exceed in the aggregate USD 2,500 (or the equivalent in any other currency) in respect of any unit, piece or package;
- arising out of the carriage of specie, bullion, precious or rare metals or stones, plate or other objects of a rare or precious nature, bank notes or other forms of currency, bonds or other negotiable instruments, whether the value is declared or not, unless accepted and approved in writing by Underwriters prior to any such carriage;
- arising out of delivery of cargo under a negotiable Bill of Lading without production of that Bill of Lading by the person to whom delivery is made, or delivery of cargo under a non-negotiable document to a party other than the party nominated by the shipper;
- arising out of the discharge of cargo at a port or place other than that stipulated in the contract of carriage;
- arising out of a deviation or departure from the contractually agreed voyage or adventure which deprives the Assured of the right to rely on the defenses or rights of limitation which would otherwise have been available to him;
- arising out of the issue of an ante-dated or post-dated Bill of Lading, or of a Bill of Lading containing an incorrect description of the cargo or its quantity or its condition;
- arising out of the carriage of cargo on deck, unless the Bill of Lading states that the cargo is carried on deck and that the Assured is free from liability for all loss or damage.

### **1.3. Other Liabilities**

#### **1.3.1. Liability for Personal Injury and/or Property Damage**

This insurance indemnifies the Assured for their liability to pay damages or compensation for death, illness and/or bodily injury as well as for their liability to pay damages or compensation for property damage other than mentioned under 1.1 and 1.2 above arising from the Charter Party.

#### **Exclusions:**

This insurance does not cover liabilities:

- for death, illness and/or bodily injury to any employee of the Assured whilst such employee is engaged in the employment of the Assured;

- arising out of damage to property, other than cargo, owned by or under the care, custody or control of the Assured.

### **1.3.2. Liability for Contribution in General Average**

This insurance indemnifies the Assured, in so far as not covered by any other insurance, for their liabilities arising from the Charter Party for contribution in General Average, special charges or salvage in respect of bunkers owned by the Assured or freight at risk.

### **1.3.3. Liability for Wreck Removal**

This insurance indemnifies the Assured for their liability for costs and expenses relating to the raising, removal, destruction, lighting and marking of the chartered vessel or of the wreck of the vessel or parts thereof or any attempt thereat or of its cargo lost as a result of a casualty, but only when such raising, removal, destruction, lighting and marking is compulsory in law or the Assured is legally liable for such costs or expenses.

This extends to liability incurred by reason of the vessel or the wreck of the vessel or parts thereof, as a result of a casualty, causing an obstruction.

The value of the wreck and other property saved shall be deducted from the total amount recoverable from Underwriters.

#### **Exclusion:**

This insurance does not cover liability arising once the Assured has transferred his interest in the wreck, prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the casualty, otherwise than by abandonment and without prior consent of the Underwriters.

### **1.3.4. Liability under Towage Contract**

This insurance indemnifies the Assured for their liability arising under the terms of a contract for the customary towage of the vessel for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading, or liability incurred in the ordinary course of trading if the vessel is habitually towed from port to port or from place to place.

### **1.3.5. Liability for Pollution**

This insurance indemnifies the Assured for their liability for loss, damage or contamination when and to the extent that these are caused by, or incurred in consequence of, the discharge or escape of oil or any other substance, or the threat of such discharge or escape, from the chartered vessel and for which the Assured is legally liable.

This includes liabilities incurred as a result of compliance with any order or direction given by any government or authority, for the purpose of preventing or reducing pollution or the risk of pollution, provided that such compliance is not a requirement for the normal operation or salvage or repair of the vessel.

#### **Exclusions:**

This insurance does not cover:

- liability, loss, damage or cost arising as a consequence of the presence in, or the escape or discharge or threat of escape or discharge from, any land-based dump, storage or disposal facility, of any substance previously carried on the chartered vessel, whether or not as cargo, fuel, stores or waste, except to the extent that the Underwriters in their absolute discretion, and without having to give any reasons for their decision, otherwise determine;
- liability, loss, or damage which would have been recoverable in general average if the cargo of the chartered vessel had been carried on terms no less favorable to the Assured than those of the York-Antwerp Rules 1994.

### **1.3.6. Liability for Quarantine Expenses**

This insurance indemnifies the Assured for their liability arising from the Charter Party for the costs and expenses incurred as a direct consequence of an outbreak, or the suspicion thereof, of infectious disease on board of the vessel. To include quarantine and disinfection expenses, as well as the net loss to the Assured in respect of bunkers, insurance, wages, stores, provisions and port charges.

#### **1.4. Fines**

This insurance indemnifies the Assured for their liability for fines or other penalties imposed upon the Assured, or upon a third party whom the Assured is legally obliged to reimburse, in respect of the vessel by any court, tribunal or other authority of competent jurisdiction for or in respect of any of the following:

- short- or over-delivery of cargo, or failure to comply with regulations concerning the declaration of goods, or documentation of cargo;
- breach of any immigration law or regulations;
- the accidental escape or discharge of oil or any other substance or threat thereof;
- smuggling or any infringement of any custom law or regulation other than in relation to cargo carried on the vessel;
- any act, neglect or default of any servant or agent of the Assured in the course of their duties in respect of the chartered vessel.

#### **Exclusions:**

This insurance does not cover:

- fines imposed as a consequence of overloading a vessel;
- fines imposed as a consequence of the vessel having entered into prohibited waters;
- fines imposed as a consequence of disregarding routing regulations.

#### **1.5. Costs**

All costs, as defined herein, incurred by the Assured to be paid by Underwriters when such costs have been approved or when, having reasonably been incurred, they are later approved.

Should the damages (including any survey fees) due by the Assured be inferior to the deductible, costs in connection therewith shall not be paid by Underwriters unless the original documented claim had exceeded the deductible; in such case, both the Assured and Underwriters will contribute in proportion to their respective interests in the net savings.

When the total damages (including any survey fees) due by the Assured exceed the deductible, Underwriters to pay all costs therewith incurred.

#### **1.6. War-risks**

##### **1.6.1.**

Subject always to the exclusions contained in this policy, this insurance indemnifies the Assured for their liability covered under paragraphs 1.1. to 1.5. above caused by:

- a. war civil war rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- b. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat;
- c. derelict mines torpedoes bombs or other derelict weapons of war;
- d. strikers locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- e. any terrorist or any person acting maliciously or from a political motive;
- f. confiscation or expropriation.

##### **1.6.2.**

This insurance excludes:

- a. Loss damage liability or expense arising from:
  - the outbreak of war (whether there be a declaration or war or not) between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China;
  - requisition, either for title or use, or pre-emption;
  - capture seizure arrest restraint or detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered;

- arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations;
  - the operation of ordinary judicial process, failure to provide security or pay any fine or penalty or any financial cause;
  - piracy (but this exclusion shall not affect cover under 1.6.1.d).
- b. Any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1994.

**1.6.3.**

This cover in respect of war-risks may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

Whether or not such notice of cancellation has been given this cover in respect of war-risks shall TERMINATE AUTOMATICALLY:

- upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, The Russian Federation, the People's Republic of China;
- in the event of the Vessel being requisitioned, either for title or use.

**1.6.4.**

It is a condition of this policy that cover in respect of war-risks is only provided on the basis that the appropriate Hull and Machinery War Risk premium has been paid by the owner of the vessel, or the Assured on his behalf, and that no express indemnity has been given by the Assured to the vessel owner in respect of loss of or damage to the vessel arising from such risks.

**2. FREIGHT, DEMURRAGE AND DEFENCE**

If taken out by the Assured and stipulated as such in the Cover Note, this insurance indemnifies the Assured for the cost of legal and expert advice, investigation and assistance incurred in connection with a dispute which arises from the Assured's chartering of the vessel, together with any legal costs awarded against him by a court or by arbitrators, subject to the following terms:

**2.1.**

The Underwriters must:

- a. be informed within 15 days of the start of any dispute or claim and thereafter of all material developments in relation thereto in particular of any impending court, arbitration or other hearing and/or any event which may give rise to a dispute or claim; and
- b. have confirmed in writing that the dispute and/or event and/or claim is insured hereunder.

**2.2.**

Notwithstanding confirmation given by the Underwriters under paragraph 2.1.b. above, Underwriters shall have absolute discretion to determine from time to time whether to support or continue to support the Assured in relation to any particular dispute or claim falling under this clause and to determine the extent to which support shall be given, including the discretion to pay the principal sum in dispute if it seems disproportionate to the likely legal costs of the dispute and/or to discontinue or settle a dispute or claims.

**2.3.**

There will be no insurance for the costs of court- or arbitration-hearings unless the Underwriters have given prior written approval.

**2.4.**

The Underwriters have absolute discretion to decide whether an event giving rise to a dispute or claims arising hereunder occurred during the policy period.

**2.5.**

Unless Underwriters in their absolute discretion otherwise determine, it is a condition precedent to the Assured's rights to claim for recovery from the Underwriters in respect of costs incurred by the Assured under this clause, that the Assured shall first have paid such costs.

**2.6.**

Before reimbursement to the Assured, the deductible as indicated in paragraph 9 'DEDUCTIBLES' of the Cover Note will be applied.

**2.7.**

Where the Assured has been supported by the Underwriters in relation to a dispute or claims, the Assured or, at the Underwriters' request, the Assured's lawyers, must refund the Underwriters all legal costs recovered by him in relation to that dispute as a result of a court order or arbitration award or agreement.

**2.8.**

The exercise by the Underwriters of their discretion on any particular occasion shall be completely unfettered by any decision which they may have taken on any prior occasion whether or not in the same dispute.

**2.9.**

The Underwriters have absolute discretion to decide which lawyer, surveyor or other expert be appointed, any such appointments shall be subject to Underwriters' prior approval.



**3. BUNKERS**

If taken out by the Assured and stipulated as such in the Cover Note, this insurance indemnifies the Assured for loss or damage with respect to the Charterer's Bunkers on board of the chartered vessel resulting from a peril insured against under the Institute Cargo Clauses (C) CL. 254, subject to the following terms:

**3.1.**

This insurance covers the bunkers owned by the Assured whilst on board of chartered vessels.

**3.2.**

The following conditions apply to this insurance:

- Institute Cargo Clauses (C) CL. 254, 01/01/82;
- Institute War Clauses (cargo) CL. 255, 01/01/82;
- Institute Strikes Clauses (cargo) CL. 256, 01/01/82;
- Termination of Transit Clause (Terrorism) JC2001/56, 01/01/2002; and
- Institute Cyber Attack Exclusion Clause CL. 380, 10/11/03.

**3.3.**

The bunkers covered under this insurance are valued based upon the price invoiced by and paid to the bunker suppliers.

**3.4.**

Before reimbursement to the Assured, the deductible as indicated in paragraph 9 'DEDUCTIBLES' of the Cover Note will be applied.

**3.5.**

This insurance may be cancelled by either the Underwriters or the Assured by giving 30 days notice. However, as regards the risks of War, Strikes, Riots and Civil Commotions, either the Underwriters or the Assured have the right to cancel these risks at any moment by giving 7 days notice, except for Strikes, Riots and Civil Commotions Risks to or from the United States of America, for which the notice is reduced to 48 hours.

**4. CARGO OWNERS' LEGAL LIABILITY**

If taken out by the Assured and stipulated as such in the Cover Note, this insurance indemnifies the Assured for their legal liability, costs and expenses incurred as owners and/or consignees of cargoes carried on, being loaded on or discharged from a declared vessel and which would have been covered if the Assured had incurred such legal liability, costs or expenses as Charterers of the vessel and which would have been recoverable under section 1 above.

For claims arising as a result of lighterage and/or Ship to Ship transfer, the applicable deductible shall be double the deductible stipulated in the Cover Note.

Notwithstanding any other provision of this policy or of any underlying insurance, this policy of insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters do not consent to be guarantors or to be sued directly.

## **5. GENERAL PROVISIONS AND WARRANTIES**

### **5.1. Claims**

#### **5.1.1.**

It is warranted that in case of a possible claim hereunder, prompt written notice is given to Underwriters and that all writs and summons served upon the Assured or letters holding them liable are forwarded to Underwriters immediately.

#### **5.1.2.**

The Assured is to take and continue to take all reasonable measures to avert or minimize the damages and to provide Underwriters with all relevant information and cooperation.

#### **5.1.3.**

It is warranted that the Assured shall not admit to any liability or settle any claim or dispute or proceedings instituted by or against him without prior approval by Underwriters.

#### **5.1.4.**

Underwriters are under no obligation to provide bail or any other security or letter of undertaking on behalf of the Assured. When Underwriters, in their sole discretion, do provide bail, security or a letter of undertaking, this will be on such terms as the Underwriters in their discretion may consider appropriate. Under no circumstances shall the provision of bail, security or a letter of undertaking constitute an admission of liability by Underwriters.

#### **5.1.5.**

It is a condition precedent to the right of recovery by the Assured under this policy that the Assured shall first have discharged any loss, expense or liability.

#### **5.1.6.**

This insurance excludes any claim for any sum successfully recoverable under any other insurance, or which would be successfully recoverable under such insurance but for the existence of this insurance.

### **5.2 Dangerous Goods**

Warranted that dangerous goods are carried in compliance with the IMDG Code.

### **5.3 Overriding Clauses**

#### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL. 370, 10/11/03**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- any chemical, biological, bio-chemical, or electromagnetic weapon.

#### **5.4. Termination**

Underwriters may terminate this insurance for any or all of the chartered vessels:

- without notice, where a casualty or other event has been brought about by willful misconduct on the part of the Assured;
- with 14 days notice, where the Assured has failed to pay when due and demanded, any premiums due to Underwriters.

#### **5.5. Cesser**

This insurance shall cease to cover the Assured in respect of any and all vessels in the following circumstances:

- where the Assured is a corporation, a resolution is passed for the voluntary winding up of the Assured or an order is made for its compulsory winding up or it is dissolved or a receiver or similar official to all or part of its affairs is appointed or any secured party takes possession of any of its property or it seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction;
- where the Assured is an individual, the Assured dies or becomes incapable by reason of mental disorder of managing or administering his property and affairs or he becomes bankrupt or he makes any composition or arrangement with his creditors generally or a receiving order is made against him or any secured party takes possession of any of his property or any similar event occurs in any applicable jurisdiction.

This insurance shall cease to cover the Assured in respect of any vessel in the following circumstances:

- the vessel becomes a total loss or is accepted by the hull or war risks Underwriters as a constructive total loss. Where a vessel disappears, it shall be deemed to be a total loss ten days from the day it is last heard of. Notwithstanding the above this insurance will cover subject to the terms and conditions of this insurance, liabilities, losses, costs and expenses flowing from the casualty which gave rise to the total loss or constructive total loss of the vessel;
- the vessel is requisitioned;
- the vessel, with the consent or knowledge of the Assured is being used for the furtherance of illegal purposes;
- the Assured assigns rights and/or obligations under the Charter Party or any other contract for which the chartered vessel is insured.

#### **5.6. Effect of Termination or Cesser**

Where the insurance ceases or is terminated, the Assured shall remain liable to pay premium in respect of the then current policy period pro rata for the period up to the date of cesser or termination.

Underwriters shall be under no liability whatsoever by reason of anything occurring after cessation or termination.

#### **5.7. Assignment**

This insurance may not be assigned without the written consent of the Underwriters, who shall have the right in their sole discretion to give or refuse such consent without stating any reason or to give consent upon any such terms or conditions as the Underwriters may think fit. Underwriters shall be entitled, before paying any claim to an assignee of the Assured, to deduct or retain such amount as Underwriters may then estimate to be sufficient to discharge any liabilities of the Assured to the Underwriters, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

#### **5.8. Jurisdiction and Choice of Law Clause**

This insurance shall be governed by, and construed in accordance with, English Law and Practice.

Any dispute between the parties arising out of this insurance is to be submitted to the High Court in London.

This insurance shall not nor is intended to confer any right or benefit on any third party under the Contracts (rights of third parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so.

**6. DEFINITIONS**

Costs:	<p>Any expenses whatsoever, including investigation and survey, legal fees and expenses reasonably incurred in order to contest, prevent, reduce, defend or adjust a claim under this insurance.</p> <p>This will include the costs of any measures reasonably taken for the purpose of avoiding or minimizing pollution or any resulting loss or damage together with any liability for loss of or damage to property caused by measures so taken, as well as the costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the entered vessel of oil or any substance which may cause pollution.</p> <p>The office expenses of the Assured or the expenses of the employees of the Assured are only covered when explicitly agreed to by Underwriters.</p>
Fault:	<p>Any erroneous, mistaken or negligent act, neglect or default of the Assured, their servants and agents.</p>
Property Damage:	<p>Liability for any physical loss of or damage to property.</p>
Vessel:	<p>Hull, machinery, equipment, stores, or other property on board of the ship chartered by the Assured and declared to Underwriters, however excluding the cargo carried or the bunkers supplied by the Assured.</p>
Any one accident or occurrence:	<p>Any one accident or occurrence shall include any series of accidents or occurrences arising out of one event.</p>