



## **EUROP&I INLAND CRAFT CONDITIONS 14/1A**

(effective from 20 February 2014)

### **No. 10001 – 20.02.14**

Excluding:

- [i] medical expenses, wages, salaries, loss of income
- [ii] agreed amounts under a seafarer's contract or other contract of service or employment

suffered by or payable to the seafarer of the insured vessel or any other person under contract of service or employment with the Member.

Above exclusions shall not apply for any recourse action by Insurance Institutions or when above damages are brought by way of a claim against the Member for compensation for damages, save in cases of willful misconduct or reckless disregard on the part of the Member

### **No. 10002 – 20.02.14**

The requirement under Rule 32 of the Policy Terms and Conditions, i.e. that the insured vessel(s) must be classed with a Classification Society approved by the Association, shall only apply when so expressly agreed under the terms of entry, however vessels must always be certificated by the responsible Statutory Authorities of the Flag State.

### **No. 10003 – 20.02.14**

The coverage as provided under Rule 2, section 12 is extended to include the costs and expenses of the raising, removal, destruction, lighting, or marking of the wreck of an insured ship at or from a place owned, leased or occupied by the Member.

### **No. 10004 – 20.02.14**

For the purpose of the protection and indemnities provided hereunder the following additional contracts have been approved:

- (a) Bevrachtingsvoorwaarden
- (b) Verlade- und Transport-bedingungen
- (c) Algemene Vervoersvoorwaarden voor het vervoer per riviertankship
- (d) VNPR personenvervoercondities voor de binnenvaart
- (e) Algemene duwconditiën
- (f) Algemene sleepconditiën
- (g) Sleepconditiën 1965
- (h) Any other contract or indemnity entered into by the Member in connection with the carriage of goods and/or passengers or loading and discharge operations or the towage of or by the insured ship, provided such a contract or indemnity can be shown to be customary in the particular inland trade.

In the absence of any of the above contracts or when such contract is held to be not applicable the coverage afforded hereunder shall be on the basis of local law on inland waterways.

Note: in this clause towage shall include operations such as pushing or other operation of a similar nature customary on inland waters or in the inland craft trade.



**No. 10007 – 20.02.14**

If the master or any seafarer is also the owner or part-owner of an insured ship, the liability of the Member shall in relation to claims arising from the acts or omissions of such person in his capacity as master or seafarer be assessed as if such master or seafarer was not the owner or part-owner.

**No. 60001 – 20.02.14**

This insurance shall be in excess of any other valid and collectable insurance available to the Member, or any other company covered hereunder, whether such other insurance is stated to be primary, contributory, excess, contingent, or otherwise.

Notwithstanding the foregoing, any accident or incident that might lead to a claim under either such other insurance and/or on the Association is to be notified to the Association in accordance with Association Rules, Rule **8**.

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

**No. 60004 – 20.02.14**

Notification of Claims:

Particular attention is drawn to Rule 8 requiring **NOTICE AS SOON AS REASONABLY PRACTICABLE** to the Association of any incident which may give rise to a claim under this policy.

Said notice shall be sent to DUPI Rotterdam B.V., as managers of EUROP&I.

Telephone no:  
+31 (0)10 4405555

Facsimile no:  
+31 (0)10 4405595

E-mail: [info@europandi.eu](mailto:info@europandi.eu)

Website: [www.europandi.eu](http://www.europandi.eu)



**Obstruction of Waterways Clause:**

With reference to Rule 3.2 (Special Cover) it is hereby agreed to extend the Member's right of recovery from the Association in situations where the Member incurs a financial loss as a direct consequence of the vessel concerned being delayed following:

(A) An obstruction of any navigable waterway or port as a direct result of:

- (i) an accident to a bridge, lock, dyke or similar structure, and/or
- (ii) sinking of another vessel and/or her cargo or part thereof, and/or
- (iii) a collision between other vessels, and/or
- (iv) pollution by any substance from any source

(B) Any event, not mentioned under (A), having the same effects, but only to the extent that the Managers in their sole discretion decide that the Member should recover from the Association

PROVIDED THAT:

- a) the appropriate Authorities have prohibited the free use of the waterway for all vessels of the same type and size as the insured vessel and this extension shall only take effect from the time and date of such prohibition, and
- b) the insured vessel has not contributed to the accident in any way whatsoever, or howsoever, directly or indirectly.
- c) cover hereunder shall be subject to an excess of 96 hours each incident, per vessel.
- d) cover hereunder shall be subject to a limit of 20 days each incident, per vessel, or 30 days in the aggregate, per vessel, per Policy Year.
- e) cover is restricted to a figure of EUR 0.25 per entered ton, per day, per vessel, pro rata per hour.

NOTE: With reference to Rule 8 Members are reminded to give prompt notice of any event which may give rise to a claim.



## War Risk Extension Clause

Cover excluded under Rule 25 is hereby reinstated, subject always to the following conditions:

### 1. NOTICE OF CANCELLATION

Automatic Termination of Cover and War Exclusions Clause Cover hereunder in respect of the risks set out under Rule 25 may be cancelled by the Association giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight on the day on which notice of cancellation is issued by the Association).

### 2. AUTOMATIC TERMINATION OF COVER

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks set out under Rule 25 shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the Peoples Republic of China.

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

### 3. FIVE POWERS WAR EXCLUSIONS

This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the Peoples Republic of China;

Requisition either for title or use.

Cover in respect of the risks set out under Rule 25 shall not become effective if, subsequent to acceptance by the Association and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

### 4. CHEMICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND COMPUTER VIRUS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover liabilities, costs, losses and expenses directly or indirectly caused by or contributed to, by or arising from

1. any chemical, biological, bio-chemical or electro-magnetic weapon;

2. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

### 5. LIMIT

Cover hereunder shall be subject to any limits set out elsewhere in this certificate, provided always that cover hereunder in respect of the risks set out under Rule 25 shall not in any event exceed US\$ 500,000,000 any one accident, each vessel.



PROVIDED ALWAYS that:

where a ship entered in the Association by or on behalf of any person is also separately insured in the name of or on behalf of the same or any other person by the Association or by any other insurer which is a party to the Pooling Agreement in respect of the losses, liabilities or the costs and expenses incidental thereto which are covered pursuant to the terms of this Clause and/or the equivalent policy provisions of such other insurer, the aggregate recovery in respect of all such losses, liabilities and the costs and expenses incidental thereto shall not exceed US\$500 million, each ship, any one event, and the liability of the Association to each such person insured by the Association shall be limited to such proportion of US\$500 million as the maximum claim otherwise recoverable by such person from the Association bears to the aggregate of all such claims otherwise recoverable from the Association and all such insurers, or the limit applicable to the claim under that persons individual terms and conditions of entry if less.

6. This cover shall pay claims only in excess of the US dollar equivalent of such insured value as the Committee determines represents the market value of the insured vessel disregarding any charter or other engagement to which she may be committed, or, the amount recoverable from a participating Members underlying war risk underwriters, whichever is the greater.

However, such an excess shall not apply where any insured vessel is entered solely in the name of a charterer, other than a charterer by demise or Bareboat charterer, and in any case the excess shall be deemed to be no more than US\$ 100 million per entered vessel.

The Committee shall retain an absolute discretion to pay claims within this excess.

7. This cover shall not provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the insured owner under the Tanker Oil Pollution Indemnification Agreement 2006 to contribute to the IOPC supplementary fund.



### **Primary War Risks P&I Clause**

In accordance with Rule 3 cover is hereby extended to include liabilities, costs and expenses otherwise excluded under Rule 25 for Primary War Risks P&I up to the Vessel(s) Hull and Machinery value, any one accident or occurrence or series of accidents or occurrences arising out of any one event, subject to the following:

#### **TRADING:**

As per vessel(s) certificate of entry but subject to listed areas as per Joint War Committee (JWC) Hull War, Strikes, Terrorism and Related Perils Listed Areas, Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement and Hull War, Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause.

No declaration for a breach of warranty is necessary for vessels or craft transiting territorial waters except for Somalia, Indian Ocean and Gulf of Aden, as defined in the JWC listed areas and subject to 48 hours Notice of Cancellation. Declarations of breaches of warranty need be made hereon in respect of vessels or craft calling at countries or places described in the listed areas exclusions, subject to 48 hours Notice of Cancellation

JWC Hull War, Strikes, Terrorism and Related Perils Listed Areas as defined in the JWC Listed Areas which can be found on the Association's website.

#### **CONDITIONS:**

##### **1. NOTICE OF CANCELLATION**

Automatic Termination of Cover and War Exclusions Clause Cover hereunder in respect of the risks set out under Rule 25 may be cancelled by the Association giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight on the day on which notice of cancellation is issued by the Association).

##### **2. AUTOMATIC TERMINATION OF COVER**

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks set out under Rule 25 shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the Peoples Republic of China.

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

##### **3. FIVE POWERS WAR EXCLUSIONS**

This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the Peoples Republic of China;

Requisition either for title or use.

Cover in respect of the risks set out under Rule 25 shall not become effective if, subsequent to acceptance by the Association and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

##### **4. CHEMICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS AND COMPUTER VIRUS EXCLUSION CLAUSE**



This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover liabilities, costs, losses and expenses directly or indirectly caused by or contributed to, by or arising from

1. any chemical, biological, bio-chemical or electro-magnetic weapon;
2. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.