

Liability Insurance Policy for European Inland Craft





LIABILITY INSURANCE POLICY FOR EUROPEAN INLAND CRAFT

Who we are

EUROP&I is a specialist P&I intermediary acting as the agent of The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) in the provision of this insurance. EUROP&I is managed by DUPI Rotterdam BV.

The Shipowners' Mutual Protection and Indemnity Association (Luxembourg) is a marine liability insurer operating as a non-profit making organisation. We provide insurance on a mutual basis.

Your policy documentation

When we insure you, you become a Member of the Shipowners' Club. You will receive a Policy Schedule from EUROP&I setting out the scope of cover and risks insured. Subsequent amendments to cover will be documented by Policy endorsements.

The protection we provide

This policy protects the interests of European inland craft owners and operators including those whose vessels have a specific license to sail coastal and/or estuarine waters for the purpose of reaching European inland waters.

You can expect us to respond to all marine liability claims made against you as the owner or operator of the vessel named on your Certificate of Insurance, other than those we list under 'What is not covered (exclusions)' and those claims which are unrelated to owning and operating the vessel we insure for you. The reasonable costs of investigating and defending claims are paid, too.

Your cover

The liabilities insured include:

Cargo

Liabilities and expenses relating to cargo carried or intended to be carried by the insured vessel, arising under contracts of carriage on CMNI or other local applicable statutory cargo terms.

We also offer a number of Optional Covers in respect of specific additional cargo liabilities and expenses. You will find these listed at the end of this document.

Collision and Property of others

Claims for damage to the vessels and property of others arising from collision and/or contact damage including liabilities in respect of pushed/towed units as per the European Push Conditions, either in excess of your Hull and Machinery Policy or to the extent not covered by your Hull and Machinery policy, unless we have agreed otherwise and this is stated in your Certificate of Insurance.

We also pay claims from other parties for personal injury or death which arise out of a collision.

Crew, passengers and others

Claims from your crew, passengers or others for personal injury, illness or death, subject to 'What is Not Covered' (exclusions) 6, below. Related medical costs and other expenses are covered, too.

We also cover claims made against your crew as a result of carrying out their professional duties.

Diversions costs

The extra costs and expenses of bringing sick or injured crew or others ashore for urgent medical treatment; arranging the repatriation of dead bodies from your vessel; or delays caused by awaiting crew replacements for the above.

Fines

Fines in respect of short or over delivery of cargo, failure to comply with regulations relating to declaration of goods or documentation of cargo, accidental escape or discharge of oil or other substances from the insured vessel, breach of any immigration law or regulation, smuggling or any infringement by the Master or crew of any customs law or regulation other than in relation to cargo carried on the vessel.

Fines due to an inadvertent breach of any statute relating to health and safety regulations which apply to your vessel providing these were accidental or caused by your crew's independent actions or omissions.

Inquiries and criminal proceedings costs

The reasonable costs and expenses of protecting your interests at formal inquiries into a casualty and the reasonable costs of defending criminal proceedings brought against your Master, crew and agents, if you have a responsibility for them.

Liabilities arising under contract

Claims relating to liabilities which arise under contract, where the terms of that contract are imposed under the CMNI/CNLI conventions or are customary in the trade. This includes claims where mandatory local law imposes wider liabilities into your contract than exist under these CMNI/CNLI conventions. In all other cases, we must have previously agreed the terms of the contract in order for your liabilities to be covered.

Mitigation costs

When an incident arises which will or is likely to lead to a claim under this policy, you are required to take reasonable steps to mitigate the loss and minimise the amount which would be paid as a claim under this insurance. We will reimburse the reasonable costs and expenses you incur for this purpose.

Motor Vehicles when lifted or hoisted

We cover liabilities, costs or expenses arising from lifting and/or hoisting motor vehicles to or from your vessel by the vessel's own gear. The limit of cover under this section is EUR 20,000 per claim.

Obstruction of Waterways:

We insure the financial loss *you* suffer as a direct consequence of *your* vessel being delayed from discharging its *cargo* at the port or place agreed upon due to an obstruction of any navigable waterway or port caused by:

- an accident involving a marine installation and /or
- the sinking of another vessel and/or some or all of its *cargo* and/or
- a collision between other vessels and/or
- pollution by any substance from any source.

We may at *our* discretion also reimburse *your* loss for other events having the same effect.

Cover is effective providing the responsible Maritime Authority has prohibited the free use of the waterway for all vessels of the same type and size as *your* vessel. This cover begins from the time and date of such prohibition and to be effective it requires that *your* vessel has not contributed to the accident, whether directly or indirectly.

Obstruction of Waterways – limitations of cover

The cover we provide is subject to limits which apply to each *incident* and to each vessel, as follows:

- A waiting period of 96 hours until a claim is payable
- A maximum of 20 days coverage or 30 days in total each policy year
- An amount payable of EUR 0.25 per entered ton per day and pro rata per hour.

You must give prompt notice of any event which may give rise to a *claim*. Extended limits are available upon request.

Personal effects

Claims for loss of or damage to *personal effects*. The limit of cover is EUR 5,000 per person, per claim. The limit of cover for *personal effects* of *passengers* will be in accordance with the relevant statutory limitation.

Pollution and environmental liabilities

Pollution from *your* vessel, including the cost of clean up and reasonable measures taken to prevent an imminent risk of pollution. For damage or contamination to property belonging wholly or in part to *you*, *you* shall have the same rights of recovery and we shall have the same rights as if such property belonged wholly to different owners.

Damage to sensitive marine environments providing these occur as a result of an identifiable accident or occurrence. We also cover resulting governmental *fin*es and penalties.

Property on board

Loss of or damage to any equipment, fuel or other property on board the insured vessel other than *cargo* and the effects of any person aboard, excluding loss of, or damage to, any property which forms part of the vessel or which is owned, leased or hired in.

Quarantine costs

The *extra costs and expenses* *you* incur as a direct result of an outbreak of an infectious disease.

SCOPIC

We also provide cover for *your* SCOPIC liabilities when salvors choose to use SCOPIC with the Lloyd's Open Form (LOF).

War risks (Primary or Excess)

This policy will pay *war risks claims* in excess of the policy *deductible* shown on *your* Certificate of Insurance if *you* have no other *war risks* insurance policy in place.

If *you* have purchased *war risks* insurance from other insurers, the amount recoverable under this policy will be the amount of any loss which exceeds the amount *you* can recover under that *war risks* policy or the insured value of *your* vessel, whichever is greater.

Wreck removal

Wreck removal, marking or lighting costs which are compulsory by law, following the loss of *your* vessel, including *claims* for the extra cost and expenses of removing *cargo* and property which is or was carried on board. We also cover voluntary vessel wreck removal from somewhere *you* own or lease when no wreck removal order has been given. The residual value of the vessel and any property recovered shall be deducted or offset against *your* claim.

What is not covered (exclusions)

For any *claim* to be payable it must arise from an *incident* which occurs during the period of insurance stated on *your* Certificate of Insurance. It is a requirement of this policy that *you* use *your* vessel for lawful purposes; otherwise *your* liabilities may not be covered. In addition, we do not pay *claims* for or arising from the following:

1. **Cargo.** We do not cover *claims* arising from the late arrival or non-arrival of *your* vessel at a port or place of loading and/or the deliberate breach of the contract of carriage by *you* or *your* vessel's manager and/or the discharge of *cargo* at a port or place other than that stated in the contract of carriage and/or any *claim* for liability which would not have been incurred or sums which would not have been payable by *you* if the *cargo* had been carried on terms no less favourable to *you* than those of the Contrat de transport de Marchandises en Navigation Intérieure (CMNI) save where the contract of carriage is on terms less favourable to *you* solely because of the relevant terms of carriage being of mandatory application.
2. **Chartering.** If *you* make *your* vessel available for hire or reward to other parties and *your* master and *crew* remain on board and in command, *your* liabilities are covered, however this policy does not insure *you* when *you* act as a time or voyage charterer of vessels which *you* do not own and it does not insure the liabilities of *your* charterers, unless they are a bareboat charterer who we have agreed to name on *your* policy.
3. **Chemical, biological, bio-chemical or electromagnetic weapons.** The use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
4. **Commercial diving or diving bells.**
5. **Contractual indemnities** or any contractual liability unless we have agreed otherwise in writing.
6. **Crew annuities, retirement accounts, pension contributions or crew compensation under crew contracts.** If injured parties are entitled to receive compensation for personal injury or sickness benefits under a mandatory state or national insurance scheme, we are not obliged to pay such *claims*. This exclusion applies even if *you* or the injured parties have failed to take the steps necessary to receive such entitlements. We do not pay *claims* for or arising out of disputes with *crew* over contractual liabilities or obligations.
7. **Crew.** We do not pay *Employment Practices liability claims*.

8. **Deductibles** which *you* are required to bear under other policies in *your* name.
9. **Disputes** over contractual liabilities or obligations; or disputes or proceedings over obstruction or interference with *your* vessel's operations other than as may have been agreed under the Obstruction of Waterways section of this policy.
10. **Disputes between named parties.** We do not support Assureds or Joint Assureds in dispute with each other, or *Co-assureds* in dispute with Assureds or Joint Assureds under the same policy.
11. **Environmental damage** including wash damage arising from *your* continuing use of, or presence at, a specific location or waterway.
12. **Excursions from the vessel.** *Claims* which result from an excursion from the vessel when the claimant has entered into a separate contract for the excursion with *you* or others or, in the absence of a separate contract, where *you* have waived any rights of recourse against any sub-contractor or other third party providing services in connection with the excursion.
13. **Fines or penalties** arising from overloading *your* vessel, illegal fishing, carrying contraband or blockade running.
14. **Hazardous waste.** Any liabilities, losses, damages, costs arising as a consequence of the discharge or escape of any hazardous waste, previously carried on the insured vessel, from any land based dump, storage or disposal facility.
15. **Hotel or restaurant guests** or other visitors to *your* vessel or its catering *crew* when the vessel is moored and is open to the public as a hotel, restaurant, bar or other place of entertainment, unless on a temporary basis, meaning no longer than 30 days in one location.
16. **Illegal payments** of any kind such as extortion, blackmail or bribery or any associated costs or expenses.
17. **Kidnap and ransom** demands or payments.
18. **Motor vehicles.** *Claims* arising from the use of mechanically powered vehicles whilst ashore.
19. **Non-compliance.** If *you* know or should reasonably have known that *your* vessel is not in compliance with the requirements of her Flag State, certifying authority or classification society for any reason whatsoever, *claims* which arise as a result, will not be payable.
20. **Nuclear risks** or *claims* arising from radioactivity other than liabilities, costs and expenses arising out of the carriage of *cargo* which is 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made under that Act).
21. **Other Insurances.** We do not cover liabilities which are recoverable from any other insurance (or where they could have been recoverable had such other insurance not contained a provision similar to this). We do not cover liabilities for hull and machinery risks for which *you* would have insurance cover under a separate policy or policies, were *you* to be *fully insured* for such risks on terms not less wide than those of the Lloyd's Marine Policy with the Institute Time Clauses (Hulls) 1/10/83 attached.
22. **Own property.** Loss of or damage to owned or leased property of yours including *your* vessel.
23. **Personal effects** of *crew*, *passengers* or others which are cash, precious metals or stones or other objects of a rare or precious nature.
24. **Salvage services** to *your* vessel or demands for general average payments and any related disputes other than *claims* for *unrecoverable general average contributions* or the vessel's *proportion of general average*.
25. **Sanctions.** We do not pay *claims* which would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America. Furthermore, we are not liable to pay any *claim* to *you*, in full or in part, if we are unable to make a recovery from *our* reinsurers in respect of that claim, due to sanction restrictions placed on one or all of *our* reinsurers.
26. **Ship Repair activities.** There is no cover for liabilities arising out of *your* activities as a ship repairer or ship builder.
27. **Specialist operations.** Other than *claims* for loss of life, injury or illness of *crew* and other personnel on board *your* vessel and/or the wreck removal of *your* vessel and/or oil *pollution* emanating from *your* vessel, we do not pay *claims* arising from the specialist nature of the *specialist operations* or *claims* for failing to perform such, or the loss of or damage to contract works or the fitness for purpose and quality of *your* work, products or services.
28. **Surveys & Management Audit defects.** *Claims* which arise out of defects identified during a survey and/or management audit are not payable.
29. **Time Bar.** We do not pay *claims* arising from the loss or wreck of a vessel once two years have elapsed from the date of the loss or wreck.
30. **United States jurisdiction.** There is no cover for any contract *you* have entered into if it is subject to US jurisdiction or *your* Principal or Sub-contractor is a US entity. Punitive damages or exemplary damages however described, imposed by a court in the United States of America are also excluded.
31. **Unlawful purposes** including carrying contraband, blockade running, illegal fishing, or being employed in an unlawful or prohibited activity or trade.
32. **Wilful misconduct** acts intentionally done or deliberate omissions including *your* infringement of any law, rule or regulation, or permitting any activity on board or in connection with *your* vessel which is unsafe or unduly hazardous.
33. **Wrecks** which occur because the vessel has been abandoned or has been allowed to become dilapidated through *your* lack of activity or neglect.

If we have agreed to insure any of the risks which we say we do not cover, it will be shown on *your* Certificate of Insurance.

General conditions

Assignment

You cannot assign *your* policy to any other person other than with *our* prior written approval. However, if we are insuring *you* as a private individual, in the event of *your* death, cover will automatically continue for the benefit of a family member inheriting the vessel or *your* executors for a period not exceeding 30 days.

Cancellation

You may cancel cover at noon GMT on the renewal date of any year by giving us not less than 30 days' prior written notice of cancellation. We may, at any time, cancel this policy by giving you not less than 30 days' notice in writing and we may at our option give you 7 days' notice of cancellation at any time to discontinue cover for war risks.

Claims

If a claim is made against you, you must follow the claims handling procedure set out at the end of this document. If you fail to do so your ability to claim may be affected.

Classification, Certifying Authority or Flag state

Your vessel must maintain the Class, Certifying Authority or Flag State certification that it has at the time we agree to insure it. Any lapse in, or loss of, such certification must be notified to us immediately and may prejudice your ability to claim under the insurance.

Complaints

We take all complaints seriously. If you are dissatisfied with our handling of your claim or any other aspect of your insurance or the service we provide, please contact us. Our complaints handling policy is detailed on website at: www.europandi.eu

Dispute resolution

In the unlikely event that we cannot resolve your complaint satisfactorily, the matter will be referred to arbitration in London, one arbitrator to be appointed by us, one by you, and a third to be appointed by the arbitrators. The reference to arbitration and the arbitration proceedings themselves will be subject to the provisions of the Arbitration Act 1996 and any statutory modification or re-enactment thereof.

Joint assureds and Co-assureds

We may agree to insure your vessel in the name of more than one person or company and to note them on your Certificate of Insurance as Joint Assureds. In these circumstances, the terms and conditions of the policy (including premium payment obligations) apply equally to all. An act, omission, statement or claim of any Joint Assured similarly affects all of them. We direct all correspondence to the first named Assured, who receives it on behalf of the others.

Whenever you have a liability which is recoverable from us but the claim for that liability is made against another person or company who appears on your Certificate of Insurance as a Co-Assured, rather than a Joint Assured, we will reimburse claim payments made by that Co-Assured, up to the limit of your liability for those payments. We will not subrogate against Co-Assureds for claims which we pay due to your liability.

When we pay a claim to any one of the Joint Assureds or Co-Assureds, we have discharged our liability to all of them.

Governing Law

You and we agree that your policy is governed by and will be construed in accordance with English law. In particular, it is subject to and incorporates the provisions of the Marine Insurance Act 1906 and the Insurance Act 2015 and all amendments thereto except to the extent that such Act or modification may have been excluded by this policy or any contract of insurance between us and any insured party. It is not intended that rights should be acquired by any third party by reason of the Contracts (Rights of Third Parties) Act 1999 or any similar legislation in any jurisdiction.

Lay up

We do not return premium for periods of lay up. Premium is on the basis of cancelling returns only.

Material facts

You have a duty to make a fair presentation of the risk, by disclosing all material matters which you know or ought to know or, failing that, by giving us sufficient information to put us, as a prudent insurer, on notice that we need to make further enquiries in order to reveal material circumstances.

Premium

Your insurance premium will be fixed annually and no further premium will be payable, unless you ask us to extend your insurance cover or the material facts upon which we base the cover change. You must pay your premium in such instalments and on such dates as we have specified, otherwise we will not pay claims and we may cancel your insurance policy. We are entitled to call upon Joint Assureds to settle any unpaid premiums.

Security

Where we consider it appropriate and necessary we may provide letters of undertaking, bonds or bank guarantees on your behalf, as security for covered claims, providing you have paid any claims deductible which is due to us.

Severability clause

In the event that a court or tribunal finds any part of this policy to be unenforceable, invalid or to be in conflict with any mandatorily applicable statute or law, or public policy, such part shall be severed and such a finding shall not affect the enforceability, validity or legality of the remainder of the policy, which shall remain in full force and effect.

Shared Ownership

If the master or any crew member is also the owner or part-owner of an insured vessel, the liability shall, in relation to claims arising from the act or omissions of such person in his capacity as master or crewmember, be assessed as if such master or crew member was not the owner or part-owner. This shall not apply where the claim arises from the privity or wilful misconduct of an insured party or the owner or part-owner.

Surveys & Management Audits

We may at any time appoint a surveyor, at our cost, to inspect your vessel. We may also wish to perform a Management Audit of your shore side operation. If such an inspection or audit identifies defects in your vessel and/or your management systems, we may require that you remedy them as directed at that time.

Termination

The insurance which we provide to you will either terminate upon the date shown on your Certificate of Insurance or automatically and without further notice upon:

- the sale or transfer of your vessel to new owners,
- a change of management company, if your vessel is under professional management
- the vessel becoming an actual or constructive total loss
- your bankruptcy or insolvency.
- a change in the law which prevents us from insuring you, such as a United Nations Resolution or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Your cover for war risks will terminate automatically should war break out between any of the following countries: the United Kingdom, the United States of America, France, the Russian Federation and the People's Republic of China.

We may give *you* notice whenever we believe that continuing cover with *you* may expose the Club or any of its Members to sanction, prohibition or adverse action from the United Nations or the European Union, United Kingdom or United States of America or *you* use any of *your* vessels for a prohibited or unlawful activity or trade.

Termination of cover shall, upon *our* discretion, also apply to *Joint Assureds* and *Co-Assureds*.

When cover is terminated *you* will be entitled to a daily pro rata return of premium other than when we have paid a wreck removal *claim* following the total loss of the vessel. If *your* policy is cancelled for non-payment of premium and part of the premium due has been paid by instalments, no return of premium is payable

Claims handling procedure

If *you* are involved in an *incident* which could give rise to a *claim* *you* should contact:

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Wijnhaven 65F – NL -3011WJ Rotterdam
P.O.Box 23085 – NL- 3001 KB Rotterdam

T 0031 (0)10 4405555

E info@europandi.eu

W www.europandi.eu

Immediate advice and local assistance is also available from the Shipowners' Club's network of correspondents who are listed at:

www.shipownersclub.com/correspondents

It is important that *you* contact EUROP&I promptly, so that they can assist *you*. The earlier they are involved the better. *You* are required to act prudently and as if *you* are uninsured until such time as they have taken over the handling and management of the *incident*.

When reporting a *claim* it will help them if *you* include *your* vessel's name, the *incident* date, the nature of the *incident*, the location of *your* vessel and location of the *incident* (if different). If an injury or collision is involved *you* may be required to notify the appropriate authorities.

As *your* insurers, we have the right to handle, settle or compromise *claims* or proceedings as we see fit. We may appoint lawyers, surveyors or other persons when we consider these are necessary. They may report to us and provide documents or information to us, without prior referral of these matters to *you*.

When it is possible for a vessel owner to limit their liability at law, that sum becomes the maximum amount recoverable under this policy and will apply regardless of whether we insure *you* as the owner of the vessel or in some other capacity. *You* must not admit liability for any *claim* and *you* must not settle a *claim* without *our* prior approval. *You* must also preserve any rights *you* may have to limit *your* liability and any rights *you* may have against any third party. If *you* admit liability, settle or fail to preserve *your* limitation rights, *your* claim may be rejected or reduced. If we pay the claimant, *you* or *your* nominated broker, manager, agent or some other person whom *you* nominate, *our* liability shall be fully discharged.

Definitions

Please note that the use of italic text in this policy indicates that the word or phrase is defined in the clauses. Words in the singular shall include the plural and vice versa.

Cargo means materials or goods of any kind transported for reward, other than *passengers'* effects and vehicles.

Casualty means an *incident* affecting the physical condition of *your* vessel so as to render it incapable of safe navigation to its intended destination, or which creates a threat to the life, health or safety of *your* crew or *passengers*. Engine breakdown is not a *casualty* for the purposes of this policy.

Claims means liability *claims* made against *you* as a result of owning or operating the vessel named on *your* Certificate of Insurance.

Co-Assured means persons or companies other than *you* who are entitled to the protection of the policy when held responsible for liabilities which properly belong to *you*. Unlike Assureds and *Joint Assureds*, *Co-Assureds* are not Members of the Shipowners' Club and have no independent right of recovery under the policy for their own liabilities. They have no obligation to meet any unpaid premiums due under the policy.

Crew means any person engaged or employed in any capacity in connection with *your* vessel, whether on board or proceeding to or from *your* vessel or on vessel's business. *Crew* does not mean vessel brokers or vessel agents or those supplying services to *your* vessel.

Deductible means the initial amount *you* have to pay yourself before the insurance policy will respond to a loss under a policy. Some policies refer to this as an excess. For the purposes of this policy, the words *deductible* and excess in this context have the same meaning.

Employment Practices liability claims means *claims* for wrongful or unfair termination, sexual harassment, discrimination or any other employment-related conduct.

Extra costs and expenses means costs and expenses over and above those which would ordinarily be incurred had the *incident* not taken place.

Fines include civil penalties, penal damages and other impositions similar in nature to fines, but not punitive damages.

Fully insured means insured at a value which, in *our* opinion, represents its full market value, disregarding any charter or other engagement to which the vessel may be committed.

Incident means an accident relating to the operation or use of *your* vessel. A series of incidents which have the same cause will be treated as one *incident* and for the purpose of claims' settlements one claim's excess will apply.

Joint Assured means a person or company eligible to be a Member of the Shipowners' Club and who is insured under the same policy with other eligible persons. The policy provides cover to *Joint Assureds* on the same terms and conditions as apply to *you*. They have joint and several liability for premiums payable.

Nuclear risks means any loss, damage or expense due to or arising out of, directly or indirectly, nuclear reaction, radiation or radioactive contamination regardless of how it was caused.

Passenger means any person carried or intended to be or having been carried on *your* vessel under a contract of carriage for reward.

Personal Effects means items which *your* crew, *passengers* or others bring on to *your* vessel for recreational purposes and which are unconnected to the operation of *your* vessel.

Pollution means the accidental discharge or escape of oil or other substances from *your* vessel.

SCOPIC means Special Compensation P&I Club Clause.

Specialist Operations means dredging, blasting, pile driving, well-stimulation, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training (but excluding fire-fighting), waste incineration or waste disposal operations and other operations of a specialist nature.

Subrogation means a right which we may acquire as insurers to pursue other persons for reimbursement of *claims* we have paid.

Unrecoverable general average contributions means the proportion of general average expenditure, special charges or salvage which *you* are or would be entitled to claim from *cargo* or from some other party to the marine adventure and which is not legally recoverable by reason only of a breach of the contract of carriage and which shall be deemed to have been adjusted in accordance with the York/Antwerp Rules 1974, 1994 or 2004. *Your* right of recovery from *us* is limited accordingly.

Vessel's proportion of general average means the vessel's proportion of general average, special charges or salvage which are not recoverable under *your* Hull and Machinery policies solely by reason of *your* vessel sound value having been assessed for contribution to general average, special charges or salvage at a value in excess of the amount for which it should have been insured if it had been 'fully insured'.

War risks means liabilities incurred as a result of war, civil war, revolution, rebellion, insurrection or resultant civil strife or any hostile act by or against a belligerent power or by any act of terrorism; capture, seizure, arrest, restraint or detainment; mines, torpedoes, bombs, rockets, shells, explosives or similar weapons of war.

It does not mean any chemical, biological, bio-chemical or electromagnetic weapon; the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

We or **our** or **us** means EUROP&I as agents for the Shipowners' Mutual Protection and Indemnity Association (Luxembourg), the Shipowners' Club.

Wilful misconduct means an intentional act or deliberate omission done by *you* either with knowledge that the act or omission is likely to result in loss, or in such a way as to allow an inference of reckless disregard for the probable consequences.

You or **your** means the person or company named as the Member on the Certificate of Insurance. If more than one person is named on the Certificate of Insurance we will treat an act, omission, statement or a claim by any one of those persons as an act, omission, statement or a claim by all of them.

Optional additional cover

If *you* require additional cover for any of the following, please contact us:

- Hotel &/or Restaurant vessels
- Liability arising under indemnities and contracts
- Timely delivery of *cargo*
- Legal Assistance and Defence (for certain types of dispute)
- *Specialist Operations* including dredging risks

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