

Fines

Fines imposed on *You* or any crew *You* are obliged to reimburse 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 by *You* of any immigration law or regulation, and 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.

Communicable Infectious Disease on board your Vessel

Additional expenses incurred by *you* as a direct result of an outbreak of **Communicable Infectious Disease** on board *your* vessel, including quarantine and disinfection expense, and the net loss to *you* (over and above *your* expenses absent the outbreak) in respect of fuel, insurance, wages, stores, provisions and port charges.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

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 [grounding or](#) 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.

The cover We provide for Obstruction of Waterways 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 per day and pro rata per of €0.25 per entered ton for all cargo carrying vessels if the vessel has registered inland tonnage, or €0.25 per KW if the vessel has no registered inland tonnage.

You must give prompt notice of any event which may give rise to a claim.

Explanation

This change clarifies the position adopted by the Club when presented with obstruction by grounding claims.

Towage (not applicable to vessels pushing or being pushed):

Claims arising from customary towage of own or a third party vessel for the purpose of entering or manoeuvring or leaving port are covered on basis of any contract or indemnity entered into by you being no wider than United Kingdom, Netherlands, Scandinavian and German standard towage conditions.

Claims arising from customary towage of vessels that are habitually towed, whether under contract or not with the owner of the tow, will be viewed as if carried out on knock for knock terms.

There is no cover for claims arising from loss of or damage to the object being towed or cargo thereon.

Explanation

This section has been added to clarify that towage operations are different to those of push vessels and need to be carried out under separate towage contracts as highlighted in order to be accepted hereunder.

17. Communicable~~Infectious~~ Disease on board *your* vessels.

Any and all liabilities, costs and expenses related to an ~~infectious disease~~ Communicable Disease outbreak not on board *your* vessel except where cover is otherwise specifically set out above under any written section of 'Your Cover', or unless it is agreed by us in writing.

Additional expenses incurred in trading to a port at which the Member knew or ought to have known that such expenses were likely to be incurred.

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

~~This insurance excludes coverage for claims in excess of US\$ 10 million arising from any one incident for:~~

~~1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:~~

~~a) Coronavirus disease (COVID-19);~~

~~b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or~~

~~c) any mutation or variation of SARS-CoV-2;~~

~~or from any fear or threat of a), b) or c) above;~~

~~2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;~~

~~3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.~~

In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), You are not insured for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.

1. This exclusion will not apply to any liability where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where You prove that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.

2. However even if the requirements of paragraph 1 are met, no coverage will be provided for any:

A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;

B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;

C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.

3. This exclusion shall not extend *Your* cover to any liability which would not have been covered under this policy had this exclusion not been included.

Cover in any event is excluded for claims in excess of US\$ 10 million arising from any one incident.

All other terms, conditions and limitations of the insurance remain the same.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

Data Protection

We process personal information about You to provide You with insurance that benefits You and meets Our legal and regulatory requirements. For more information about how we process your personal information, including our full privacy notice that sets out Your rights in relation to the information we hold about You, please visit our website (www.shipownersclub.com/data-protection/) or contact the Club's Data Protection Officer.

Explanation

This section has been added to ensure our Members are aware of the Club's data protection policy and to enable them to easily locate further information about their rights in relation to their data held by the Club.

Additional Definition:

Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

A. the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and

B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and

C. the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

Explanation

This change reflects the revised terminology and limitation in cover adopted in the wider insurance market in respect of liabilities arising out of Communicable Diseases.

Incident means an accident [or occurrence](#) relating to the operation or use of Your Yacht. A series of incidents which have the same cause will be treated as one incident.

Explanation

This definition has been changed to align with cover provided under the Rules and other Plain Language Policies