

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 Underwriting Agencies B.V.

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 cover

The liabilities insured include:

Crew, Passengers and Others

Claims from Your crew, passengers or others for personal injury, illness or death including when those claims arise under crew contracts so long as they are reasonable and appropriate for the duties and position held by the crew member when viewed against the prevailing compensation regime. 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.

Explanation

Deletion of word to bring in line with definitions.

Inquiries and criminal proceedings

If the Managers agree in writing, or the Board of the Shipowners' Club in its discretion decides in Your favour, then You may recover t~~t~~*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.*

Explanation

This amendment reflects that it may not always be appropriate for Members to have an automatic right of recovery where it comes to formal inquiries and/or criminal proceedings.

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 [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 wording has simply been streamlined; there is no change to the cover.

What is not covered (exclusions)

We do not pay *claims* for or arising from the following:

1. **Cargo.** We do not cover any liabilities, costs or expenses arising from:
 - the late arrival or non-arrival of *Your* vessel at a port or place of loading;
 - the issue of a bill of lading, waybill or other document issued with *Your* or the Master's knowledge and containing an incorrect description of the *cargo* or its quantity or condition;
 - the deliberate breach of the contract of carriage by *You* or *Your* vessel's Master;
 - the discharge of *cargo* at a port or place other than that stated in the contract of carriage;
 - delivery to a person other than as nominated by the shipper;
 - 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 Budapest Convention on the Contract for the Carriage of Goods by Inland Waterways (CMNI) or Strasbourg Convention on the Limitation of Liability of Owners of Inland Navigation Vessel (CLNI). Unless the contract of carriage is on terms less favourable to *You* only because the relevant terms of carriage are mandatory;
 - if the liabilities costs or expenses would not have arisen under a paper trading system We do not pay *claims* arising from *Your* use of an electronic trading system (unless We have approved its use in writing) when such electronic trading system is intended to replace paper documents used for the sale of goods and/or their carriage.

2. **Chartering** 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. **Commercial diving or diving bells**
4. **Contractual indemnities** or any contractual liability other than those recoverable under the 'Crew, Passengers and Others' section unless *We* have agreed otherwise in writing.
5. **Crew annuities or crew compensation under crew contracts** *We* do not pay *crew* annuities. If injured parties are entitled to receive compensation for personal injury or sickness benefits under a mandatory 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. Except in so far as covered under 'Crew, Passengers and Others', above *We* do not pay *claims* for or arising out of disputes with *crew* over contractual liabilities or obligations.

We do not pay *Employment Practices liability claims*.

6. **Deductibles, excesses, franchises or other amount(s)** which *You* are required to bear under other policies.
7. **Delay** costs and expenses which arise because *Your* vessel has been delayed, other than amounts recoverable under the diversion costs section of *Your* policy.
8. **Disputes** over contractual liabilities or obligations; or disputes or proceedings over obstruction or interference with *Your* vessel's operations.
9. **Disputes between named parties** *We* do not support Members or joint Members in dispute with each other, or Co-assureds in dispute with each other or with Members or joint Members under the same policy.
10. **Environmental damage** including wash damage arising from *Your* continuing use of, or presence at, a specific location or waterway.
11. **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.
12. **Fines or penalties** arising from overloading *Your* vessel, illegal fishing, carrying contraband or blockade running.
13. **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.
14. **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.

15. **Illegal payments** of any kind such as extortion, blackmail or bribery or any associated costs or expenses.
16. **Kidnap and ransom** demands or payments.
17. **Motor vehicles claims** arising from the use of mechanically powered vehicles whilst ashore which would be recoverable under a fully comprehensive motor vehicle policy.
18. **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).
19. **Other insurances** if *You* are insured under an insurance policy from which a *claim* can be recovered for any of the sections of cover detailed above, this policy will not pay such *claims*, regardless of whether the other policy includes a provision similar to this. Examples of other insurance *claims* *We* would not pay include but are not limited to those which fall under policies for Aviation risks, Builders risks, General Liabilities, Hull and Machinery, Motor Vehicles, Public or Products liability, Professional Indemnity and/or *War risks*.

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.

20. **Own property** loss of or damage to owned or leased property of *Yours* including *Your* vessel.
21. **Personal effects** of *crew*, *passengers* or others which are cash, precious metals or stones or other objects of a rare or precious nature.
22. **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* or amounts recoverable under the '*SCOPIC*' section of *Your* policy.

23. **Sanctions** *We* do not pay *claims* which would expose EuroP&I, the Shipowners' Club or its Managers 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 [nor do we provide cover to or for the benefit of, or pay claims to or for the benefit of, any person or entity designated nor in relation to any vessel designated by any State where the Association or its Managers have their registered offices or permanent places of business or by any State being a Major Power or by the United Nations or the European Union.](#) 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.

Explanation

In recognition of a growing trend by States to designate both entities and vessels, this change and subsequent sanctions changes to this policy, are necessary.

24. **Ship Repair activities** there is no cover for liabilities arising out of *Your* activities as a ship repairer or ship builder.

25. Special Cover. If We agree to provide special cover in writing then You are not entitled to recover any claim from Us for any part of Your liability that is not recovered by Us from Our Reinsurers.

Explanation

This change recognises our ability to provide additional cover beyond that envisaged in this policy. If we do agree to the provision of special cover, the terms of that cover are as agreed by us in writing.

~~25~~26. **Specialist operations** the performance of *specialist operations* including, but not limited to, dredging, blasting, pile driving, well-intervention, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, to the extent that such liabilities and expenses arise from: *claims* brought by any party for whose benefit the work has been performed, or by any third party in respect of the specialist nature of the operations; or the failure to perform such *specialist operations* by *You* or the fitness for purpose and quality of *Your* work, products or services, including any defect in *Your* work, products or services; or any loss of or damage to the contract works.

This exclusion shall not apply to liabilities, costs and expenses incurred by *You* in respect of:

- i. loss of life, injury or illness of *crew* and other personnel on board *Your* vessel, and or,
- ii. the wreck removal of *Your* vessel, or
- iii. oil *pollution* emanating from the insured vessel or the threat thereof,

but only to the extent that such liabilities, costs and expenses are otherwise covered by *Us* in accordance with this policy and *Your* Certificate of Insurance.

~~26~~27. **Surveys & Management Audits** ~~defects~~ Subject always to the Insurance Act 2015, unless the Board of the Shipowners' Club in its discretion otherwise decides, We do not pay claims arising after You have failed to comply with any of Your obligations under general condition 'Surveys and Management Audits'. In no case do We pay claims which arise out of defects identified during a survey and/or management audit-are not payable.

Explanation

It would be improper for Members to recover *claims* where they have failed to comply with their obligations with respect to surveys and management audits. Nevertheless, other than in the case of *claims* arising from defects identified in a survey or management audit, Members have recourse to the Board of the Shipowners' Club.

~~27~~28. **Time Bar** We do not pay a *claim* if *You* have not told *Us* of any event or matter which could give rise to that *claim* within one year of *Your* first knowing about it (or in *Our* view when *You* should have known of it); or if *You* do not submit to *Us* for reimbursement a *claim* within a year of having yourself settled it.

We do not pay a *claim* if *You* have not told *Us* in writing of that *claim*, within three years of the event or matter that gave rise to it.

~~28~~29. **United States jurisdiction** there is no cover for any contract *You* have entered into if it is subject to U.S. jurisdiction or *Your* Principal or Sub-contractor is a U.S. entity. Punitive damages or exemplary damages however described, imposed by a court in the United States of America are also excluded.

~~29~~30. **Unlawful/Unsafe/Imprudent or Unduly Hazardous Activities** including carrying contraband, blockade running, illegal fishing, or being employed in an unlawful or prohibited activity or trade, *Your* infringement of any law, rule or regulation or permitting any activity on board or in connection with *Your* vessel which is unsafe, imprudent, or unduly hazardous.

~~30~~31. **War risks** there is no cover for any *claims* arising from *war risks* when the liabilities costs or expenses arise directly or indirectly from any of the following:

- any chemical, biological, bio-chemical or electromagnetic weapon; or
- the use or operation, as a means of inflicting harm, of any computer virus except that this exclusion shall not operate to exclude losses (which would otherwise be covered under the terms of this policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile; or
- the outbreak of war (whether declared or not) between any of the following countries: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; or
- *incidents* caused by, or contributing to, or arising out of, any event, accident or occurrence within specific ports, places, zones or areas, as *We* have notified to *You* either at the commencement of, or during the period of, *Your* policy. *We* may change, vary, extend, add to or otherwise alter these specified ports, places, zones and areas upon twenty four hours notice given by *Us* to *You*; or
- requisition for title or use

~~31~~32. **Wilful misconduct** being an intentional act or deliberate omission done by *You* with knowledge that it will probably result in loss, or done with a reckless disregard for the probable consequences.

~~32~~33. **Wrecks** which occur because the vessel has been abandoned or has been allowed to become dilapidated through *Your* lack of activity or neglect.

General conditions

Classification, Certifying Authority ~~and~~ flag state

Your vessel must comply with all statutory requirements of its ~~classification society, certifying authority, flag State and governing regulations~~, as applicable, and maintain [and comply with all requirements of](#) the classification society ~~or, certifying authority or flag State certification~~ that it had at the time *We* agreed to insure it. Subject to the provisions of the Insurance Act 2015, *We* will not pay any *claims* arising during such time as *You* have failed to comply with this general condition, even if *Your* failure to comply has not increased the risk of any loss.

Explanation

This change does not materially change Members' obligations; it simply clarifies the requirements.

Lay-up

If *Your* vessel has been laid-up for six months or more outside its usual seasonal trading pattern, *You* must give *Us* notice that the vessel will be reactivated no less than seven days before the vessel leaves its place of lay-up. When *We* receive notice from *You* *We* may appoint a surveyor, at *Your* cost, to inspect the vessel on *Our* behalf and *You* must provide *Your* full cooperation to this end. *You* must comply with any recommendations that *We* make following such an inspection. *We* do not pay any *claims* arising after *You* have failed to comply with any requirement of this general condition, until *You* have complied with all requirements of it, subject always to the provisions of the Insurance Act 2015. In no case do *We* pay *claims* which arise out of defects identified during such an inspection.

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

Explanation

It would be improper to pay *claims* arising out of defects during a post lay-up inspection.

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 mManagement aAudit of *Your* shore side operation. *You* must provide full co operation as may be required for such inspection or audit, and comply with all recommendations as the Managers may make as a result of it. ~~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.~~

Explanation

This change makes clear the requirement that Members must cooperate with regard to surveys and management audits and follow the Club's recommendations.

Surveys & Management Audits: Follow -Ups

We may arrange a follow up survey, at *Your* cost, to check that *You* have complied with all recommendations identified in an inspection or audit.

Explanation

This change makes clear that any follow-up surveys are to be at Members' cost.

Termination and Cancellation

Termination by notice

Either *We* or *You* may terminate this policy by notice at noon GMT on the renewal date of any year by giving not less than 30 days written notice.

We may terminate the entirety of cover under *Your* policy by notice for each and every vessel insured, in the following circumstances:

- should any of *Your* insured vessels be used, in *Our* opinion, for a prohibited or unlawful activity or trade; or
- should any of *Your* insured vessels or their activities, in *Our* opinion, expose EUROP&I, the Shipowners' Club or its Managers to *sanctions risks*; or
- upon 30 days written notice given by *Us* to *You*; or

We may terminate cover for *war risks* by notice for each and every vessel insured upon written notice by *Us* to *You* to discontinue *war risks* cover, with cancellation becoming effective on no less than the expiry of 7 days from midnight on the day on which *We* issue notice of cancellation.

The effect of *Your* policy being terminated by notice also extends to joint Members and Co-Assureds. Subject to the 'Automatic termination' and 'Cancellation' provisions of this policy, the effect of *Your* policy terminating by notice is that *You* will remain liable for premium under *Your* policy and for any other sums due to *Us* except that *You* will be entitled to a daily pro rata return of premium for sums paid, if any, from the date of termination until the expiration of *Your* policy. Likewise, [subject to the above Exclusion 23 'Sanctions'](#), *We* pay *claims* for events that arose prior to the date of termination but *We* will not pay *claims* arising from events after the date of termination.

Explanation

See explanation under Exclusion 23 'Sanctions'.

Automatic termination

Your policy for any of *Your* vessel(s) will be automatically terminated for that vessel upon the date shown on *Your* Certificate of Insurance or upon the happening of any of the following events: the sale or transfer of *Your* vessel; a change of beneficial owner(s); a change of management of *Your* vessel; upon the mortgage of *Your* vessel; *Your* vessel becoming an actual or constructive total loss; ~~an *Insolvency event*~~; *Your* vessel no longer being classed with the classification society or certifying authority that it was at the time *We* agreed to insure it; should any of *Your* vessels, their activities, or any named insureds expose EUROP&I, The Shipowners' Club or its Managers to *Sanctions risks*; [should *You* or *Your* insured vessel be designated by any State where the Association or its Managers have their registered offices or permanent places of business or by any State being a Major Power or by the United Nations or the European Union.](#)

Your insurance for all vessel(s) will automatically terminate upon the happening of any of the following: an *Insolvency event*; if *You* are an individual, upon *Your* death or upon *You* becoming incapable by reason of mental disorder of managing or administering *Your* property and affairs.

The insurance which *We* provide to *You* for *war risks* will automatically terminate upon the happening of either of the following:

- 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;
- should *Your* vessel be requisitioned either for title or use.

The effect of *Your* policy being automatically terminated is the same as for termination by notice except that *We* do not pay *claims* for events arising after the date of automatic termination, other than *claims* arising from *Your* vessel becoming an actual or constructive total loss thereby triggering automatic termination.

Explanation

See explanation under Exclusion 23 'Sanctions'.

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.

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, passengers or others. [Engine breakdown is not a *casualty* for the purpose of this policy.](#)

Explanation

Clarifying text.

[Designated](#) means listed and subject to asset blocking or freezing such that persons are prohibited from dealing with them.

[Major Power](#) means any of the following States: United Kingdom, United States of America, France, The Russian Federation and the People's Republic of China.

EUROP&I

Blaak 16, 6th Floor

~~3011 TA Rotterdam~~

~~P.O.Box 23085~~

~~3001 KB Rotterdam~~

[Schouwburgplein 30](#)

[3012 CL Rotterdam](#)

[The Netherlands](#)

T +31 10 440 5555

F +31 10 440 5515

E info@europandi.eu

W www.europandi.eu

Explanation

Updated address.