

**CIRCULATED TO ALL MEMBERS  
ATTENTION INSURANCE DEPARTMENT**

**1 MARCH 2004**

## **BIO-CHEM RISKS**

Members will be aware that most War Risk Hull and P&I policies issued since February 2003 include a Bio-Chem. Exclusion and will continue to do so for the foreseeable future.

The 2004 Excess War Risks P&I cover provided by International Group Clubs for \$400 Million in excess of an entered vessel's proper hull value also contains a Bio-Chem. Exclusion with the result that most, if not all, Members have no cover for War P&I risks which are caused either directly or indirectly from a chemical, biological, bio-chemical, or electromagnetic weapon, or from the use of any computer or computer system as a means for inflicting harm.

All International Group Clubs (except for the moment the Japan Club) have now decided that they should provide limited cover for two risks through the Group's Pooling arrangements for which there would otherwise be no cover.

With effect from noon on 15 March 2004, the risks which are to be covered through the Group's new Pooling facility will be in respect of the Member's liability:-

(1) To pay damages, compensation or expenses in consequence of the personal injury to or illness or death of any seaman (including diversion expenses, repatriation and substitute expense and Shipwreck unemployment indemnity),

and

(2) for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any other P&I liability arising from a Bio-Chem. event (other than under the Omnibus Rule).

The detailed terms and conditions of the Pooling facility are set out in a Supplemental Agreement to the 2004 Pooling Agreement. Its principal provisions are that:-

(1) Cover, which will attach automatically for all Members, will be from the ground-up (in excess of a Member's usual deductible), but limited to \$20 million any one event or occurrence (or series of occurrences arising from the same event) each vessel.

(2) Individual Clubs will retain the first \$5 million of any one claim, with the \$15 million excess over \$5 million being Pooled as if any other Pool claim.

## **CIRCULAR**

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(3) The limit of cover (\$20 million) will apply to all interests for each vessel in aggregate regardless of the number of interests and regardless of whether or not they are entered in different P&I Clubs (e.g. Owners, charterers and sub-charterers).

(4) To avoid excessive aggregation of risk, cover will have a cancellation provision (48 hours notice), and areas of particular sensitivity may also be the subject of geographical exclusions (e.g. the Athens Olympics).

(5) No premium will be charged for the cover, although premium may be charged for specific risks which may arise and which may be the subject of a premium notice if cover is to be maintained or varied.

So far as the Japan Club is concerned, it is their intention to participate in these arrangements along with all other Group Clubs once they have had regulatory approval to do so hopefully by June 2004.

A copy of the Bio-Chem Clause setting out the details of the cover is attached herewith.

JP CRICHTON

JOINT MANAGING DIRECTOR - North Insurance Management Limited  
As Managers on behalf of the North of England P&I Association Limited

## **Bio-Chem Clause**

1.1 Subject to the terms and conditions and exclusions set out herein, cover is extended to include the liability of the Member:

(a) to pay damages, compensation or expenses in consequence of the personal injury to or illness or death of any seaman (including diversion expenses, repatriation and substitute expense and shipwreck unemployment indemnity),

(b) for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by an Association (other than under the Omnibus Rule)

1.2 where such liability would be recoverable under either

(a) cover provided by the Club for such liabilities, costs, losses and expenses as would be covered under the Rules but for the exclusion of war risks in Rule [ ], or

(b) any other policy of insurance providing equivalent cover,

1.3 save only for the operation of an exclusion of liabilities, costs, losses and expenses directly or indirectly caused by or contributed to by or arising from

(a) any chemical, biological, biochemical or electromagnetic weapon

(b) 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,

1.4 other than liabilities, costs, losses and expenses arising from

(i) explosives or the methods of the detonation or attachment thereof

(ii) the use of the entered ship or its cargo as a means for inflicting harm, unless such cargo is a chemical or bio-chemical weapon

(iii) 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.

## **2 Excluded Areas**

2.1 Unless and to the extent the Directors may in their discretion otherwise decide, there shall be no recovery in respect of any liabilities, costs, losses and expenses directly or indirectly caused by or contributed to by or arising out of any event, accident or occurrence within the ports, places, zones or areas or during such period as are specified below:

The area bounded by the NW entrance to the Corinthian Canal, encompassing all of the Corinthian Canal and Saronikos Kolpos and the region bounded by a circle drawn 33 nautical miles from position 37 deg 54'N 023deg 51'E during the period from 0001 GMT 1st August 2004 to 2400 GMT 15th October 2004.

2.2 At any time or times before, or at the commencement of, or during the Policy Year, the Club may by notice to the Member change, vary, extend, add to or otherwise alter the ports, places, countries, zones and periods specified in Clause 2.1 from a date and time specified by the Club not being less than 24 hours from midnight on the day the notice is given to the Member.

## **3 Cancellation**

Cover hereunder may by notice to the Member be cancelled by the Club from a date and time specified by the Club, not being less than 24 hours from midnight on the day notice of cancellation is given to the Member.

#### **4 Limit of Liability**

4.1 Subject to Clause 4.2 the limit of the liability of the Club under this extension of cover in respect of all claims shall be in the aggregate US\$ 20 million each ship any one accident or occurrence or series thereof arising from any one event.

4.2 In the event that there is more than one entry by any person for Bio-Chem cover as provided herein in respect of the same ship with the Club and/or any other insurer which participates in the Pooling Agreement or General Excess Loss Reinsurance Contract, the aggregate recovery in respect of all liabilities, costs, losses and expenses arising under such entries shall not exceed the amount stipulated in Clause 4.1 and the liability of the Club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the Club and any such other insurer.

#### **5 Deductible**

The deductible shall be the deductible applicable to the relevant cover set out in the Certificate of Entry.

#### **6 Law and Practice**

This clause is subject to English law and practice.