

2024 년 1 월 29 일

Member 제위

전쟁위험에 대한 P&I 담보

생물 및 생화학 무기

대부분의 선체 및 P&I 보험증서상 생화학에 대해서는 담보가 배제되기 때문에, IG(International Group Clubs)는 2004 년에 특정 전쟁 및 테러위험에 대하여 제한적인 담보를 제공하기 위해 새로운 Pooling Facility 를 구성하였습니다. Member 의 책임과 관련하여 Pooling Facility 를 통해 담보되는 위험은 다음과 같습니다:

1. 선원의 부상, 질병 또는 사망에 따른 손해, 손해배상 또는 비용(이로 비용, 송환과 대체 비용 및 난파로 인한 실업 보상 포함)의 지급; 및
2. 생화학 사건(Rule 19.23 에 따른 선박 소유에 부수되는 위험은 제외)으로 야기되는 기타 P&I 책임을 피하거나 최소화하기 위한 목적으로만 발생하는 법률 비용

Pooling Facility 는 2024/25PY 에도 사선(선박임대차 및 나용선 포함)에 대해 지속될 것이며, 담보 한도는 각 선박별로 사고당, 발생당 또는 1 건으로 발생하는 일련의 사고에 대해 모두 합쳐 USD 30 Mil.로 유지될 것입니다.

용선에는 본 담보가 제공되지 않습니다. 본 담보의 확장이 적용되는 사선의 가입증서에 대한 일반적인 배서가 별첨되어 있습니다.

Tindall Riley (Britannia) Limited / Tindall Riley Europe Sàrl
Managers

본 번역본은 한국 Member 를 위한 참고용으로 작성되었으며, 원본(영문본)이 우선함을 양지하시기 바랍니다.

War Risks – Rule 25

General Endorsement attaching to all Class 3 Owners Certificates of Entry

Policy Year: 2024/25

Risks Period: 12:00:00 UTC 20 February 2024 – 12:00:00 20 February 2025

It is hereby understood and agreed in accordance with the provisions of Rule 25 that as from 12:00:00 UTC 20 February 2024 the following will form part of the Terms of Entry:

1. Biological and Bio-Chemical Weapons 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) in respect of seafarers under Rule 19.1, and
- (b) for legal costs and expenses under Rule 19.20.1

1.2 where such liability would be recoverable under the Rules and Terms of Entry:

- (a) save for the exclusion of war risks contained in Rule 25; and
- (b) such liability could not be recovered under any other policy of insurance providing cover to replace that so excluded solely by reason of the operation of an exclusion of losses, liabilities, costs and expenses directly or indirectly caused by or contributed to by or arising from
 - (i) any chemical, biological, bio-chemical or electromagnetic weapon, or
 - (ii) 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,

1.3 provided always that the extension of cover set out herein shall not apply to liabilities, costs, losses and expenses arising from:

- (a) explosives or the methods of detonation or attachment thereof;
- (b) 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.
- (c) 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 Board may in its 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 such ports, places, countries, zones or areas or during such period as may be specified by the Association.

2.2 At any time or times before, or at the commencement of, or during the policy year, the Association may by notice to the Member specify, change, vary, extend, add to or otherwise alter the ports, places, countries, zones or areas and periods for which there shall be no recovery under the terms of Clause 2.1, from a date and time specified by the Association not being less than 24 hours from 00:00:00 UTC on the day the notice is given to the Member.

3. Cancellation

Cover hereunder may by notice to the Member be cancelled by the Association from a date and time specified by the Association, not being less than 24 hours from 00:00:00 UTC 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 Association under this extension of cover in respect of all claims shall be in the aggregate USD30 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 cover in respect of biological and bio-chemical weapons as provided herein in respect of the same Ship with the Association and/or any other insurer which participates in the Pooling Agreement or General Excess Loss Reinsurance Contract, the aggregate recovery in respect of all losses, liabilities, costs and expenses arising under such entries shall not exceed the amount stipulated in Clause 4.1 and the liability of the Association 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 Association 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 shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.

All other terms and conditions to remain unaltered.

Yours faithfully

Tindall Riley (Britannia) Ltd / Tindall Riley Europe Sàrl
Managers