

# ROSGOSSTRAKH



## POLICY №

This is to certify that Rosgosstrakh Insurance Company (PJSC) has accepted the application made by or on behalf of the applicant named as “Insured” below for liability insurance with Rosgosstrakh Insurance Company in respect of the ship specified below.

That insurance is effected in accordance with Rosgosstrakh Shipowners’ Liability Insurance Rules No 33 which is considered as integral part of the present contract of insurance.

Risks covered:

- 3.5.1 Liability to Persons Other than seaman.
- 3.5.2 Liability to Seamen
- 3.5.3 Collision with other ships (4/4 RDC).
- 3.5.4 Loss or damage to property.
- 3.5.5 Pollution risks.
- 3.5.6 Liability arising out of towage of or by an entered ship.
- 3.5.7 Wreck liability.
- 3.5.8 Cargo liabilities.
- 3.5.9 Property on the entered ship.
- 3.5.10 Special compensation to salvors.
- 3.5.11 Quarantine expenses.
- 3.5.12 Diversion expenses.
- 3.5.13 Sue and labour and legal costs
- 3.5.14 Enquiry expenses.

**Assured:** \_\_\_\_\_ as Shipowners and/ or \_\_\_\_\_ as Operator and/ or \_\_\_\_\_ as Manager and/or Companies below as Owners and/ or other parties as their interests may appear.

**Vessel:** m/v «\_\_\_\_\_», 19.. y.b., GRT ..., class – ..., flag –..., type – ..., IMO ..., port of registry - ...

**Limits of liability:** **USD 0,000,000** any one accident or occurrence combined single limit;

- Per crew member for medical, hospital, and other expenses reasonably and necessarily incurred in relation to injury, illness of crewmember, including expenses of repatriating the crewmember and sending a substitute to replace him, compensations in case of death or disability per crewmember - in accordance with the crew contract approved by Rosgosstrakh - any one accident or occurrence, but not more than **USD 00,000** per crewmember;

**Deductible:**

- Each and any claim under Sections 3.5.1 and 3.5.2 shall be limited to the excess of **USD 00,000** per person – any one accident or occurrence;
- Each and any claim under Section 8 shall be limited to the excess of **USD 00,000** – per stowaway, but not more than **USD 20,000** any one accident or occurrence;
- Each and any claim under Sections 3.5.3 - 3.5.5 and 3.5.7 shall be limited to the excess

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of **USD 00,000** – any one accident or occurrence;

- All cargo claims under Section 3.5.8 shall be limited to the excess of **USD 00,000** – any single voyage;
- No deductible shall be applied to Sections 3.5.13 and 3.5.14, no deductible iro death and compensation payments to crew.
- Each and any other claim shall be limited to the excess of **USD 00,000** any one accident or occurrence;

**Period:** With effect from 00:00 hrs .... 00, 2020 Moscow Time till 24:00 hrs ... 00, 2021 Moscow Time

**Warranted that the vessel is free to navigate in:** Worldwide, subject to Institute warranties (1/7/76) and limitations of the Classification Society of the vessel and/or applicable Statutory Regulations, whichever is the lesser.

**free to navigate in:** Trading to potential risk areas subject to prior written agreement of Rosgosstrakh Ltd. and additional premium at Rosgosstrakh's discretion. The potential risk areas shall be deemed those incorporated in the recent Hull War, Piracy, Terrorism and Related Perils Listed Areas published by Joint War Committee

- Applicable Clauses:**
- Disclaimer clause;
  - ISM Code clause;
  - Terrorism exclusion clause;
  - Institute Time Clauses Hulls cl.280 1/11/95 clause 4 Classification;
  - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause 10/11/2003 (CI370);
  - Institute Cyber Attack Exclusion Clause 10/11/03 CI 380;
  - Electronic Date Recognition Endorsement C (XLEDRC) clause
  - Paperless Trading Endorsement (BOLERO) clause.
  - Excluding any and all claims in respect of oil pollution arising out of any incident to which the United States Oil Pollution Act, 1990 and CERCLA, are applicable.
  - Joint insured clause (jointly and severally insured);
  - "Misdirect Arrow Cover" Clause;
  - Classification Society, Flag State and Port Authorities Disclosure Clause
  - MLC-2006 Extension Clause;
  - Condition Survey Clause;
  - Sanction Limitation and Exclusion Clause

**Excluding losses caused by attacks effected by pirates wherever they take place.**

- **Wet Damage Clause:**

***1<sup>st</sup> variant.***

Excluding any and all claims for wet damage to cargo caused by (a) ingress of water/bunker/oil from the ship's pipelines or tanks for bunkers or ballast waters etc. due to their tear and wear or rust and by (b) ingress of water through hatch covers and other openings in outer plating of hull and upper deck. This exclusion does not apply when a wetting is caused by a latent defect or mechanical damage to hull or ship's systems. This exclusion in respect of (b) can be waived from the beginning of the current voyage on submission of water tightness certificate of the abovementioned systems/equipment of the ship issued by an independent surveyor approved by Rosgosstrakh;

***2<sup>nd</sup> variant.***

Excluding any and all claims for wet damage to cargo caused by (a) ingress of

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water/bunker/oil from the ship's pipelines or tanks for bunkers or ballast waters etc due to their tear and wear or rust and by (b) ingress of water through hatch covers and other openings in outer plating of hull and upper deck. This exclusion does not apply when a wetting is caused by a latent defect or mechanical damage to hull or ship's systems.

### *3<sup>rd</sup> variant.*

Excluding any and all claims for wet damage to cargo caused by (a) ingress of water/bunker/oil from the ship's pipelines or tanks for bunkers or ballast waters etc due to their tear and wear or rust and by (b) ingress of water through hatch covers and other openings in outer plating of hull and upper deck. This exclusion does not apply when a wetting is caused by a latent defect or mechanical damage to hull or ship's systems. Unless Rosgosstrakh otherwise decides, this exclusion in respect of (b) can be waived on submission of water tightness certificate of the above mentioned systems/equipment of the ship, which shall be valid within 6 months from the date of its issuance and provided by an independent surveyor approved by Rosgosstrakh;

### *4<sup>th</sup> variant.*

Excluding any and all claims for wet damage to cargo caused by ingress of water/bunker/oil. This exclusion does not apply when a wetting is caused by a latent defect or mechanical damage to hull or ship's systems.

### *5<sup>th</sup> variant.*

Excluding any and all claims for wet damage to cargo caused by any reason.

### *6<sup>th</sup> variant.*

Excluding any and all claims for wet damage to cargo caused by ingress of water/bunker/oil from the ship's systems due to their tear and wear or rust. This exclusion does not apply when a wetting is caused by a latent defect or mechanical damage to hull or ship's systems.

- **Steel cargo clause:**

It is the duty of the Insured to carry out a pre-loading Survey of steel cargo at the Insured's expense by a surveyor approved by Rosgosstrakh and to clause the Bills of Lading in accordance with the surveyor's findings/recommendations. In the event of any breach of above duty Rosgosstrakh will be discharged from any liability for cargo damage of whatsoever nature unless Rosgosstrakh otherwise decides.

- **Timber Carriers Clause:**

Excluding any and all claims for shortage of pieces in intact bundles of timber.

- **Container Clause:**

Excluding any and all claims for shortage of cargo in intact package or in containers with intact seals.

- **Reefer Clause:**

Excluding any and all claims for damage to cargoes which require special temperature and/or ventilation regime of carriage caused by failure to comply with such regime unless refrigerating and/ or ventilation system goes out of order due to an accident.

- **Liquid Cargoes Clause:**

Excluding any and all claims in respect of contamination and water damage of liquid cargo.

- **Fishing Vessels Clause:**

Excluding any and all claims in respect of:

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- i) illegal fishing
- ii) any damage to or by nets and gear
- iii) catch and cargo.

- **Fleet cover clause**

Unless otherwise agreed with Rosgosstrakh in writing, the failure of one of the Assureds insured on a “fleet cover” basis to pay due premiums in full or in part shall mean failure of all the Assureds insured on a “fleet cover” basis to meet their obligation in respect of premium payment and shall automatically enforce “Premium Payment Clause” accordingly. By virtue of this clause “Joint Statistics” method shall apply which means that at the renewal of cover a unified coefficient calculated on the basis of joint claims record of all individual Assureds covered on a fleet basis shall be applicable to each individual premium rate.

Subject to monitoring discharging and loading operations (including tally) by a Surveyor agreed with Rosgosstrakh at ports of Algeria, Jordan, Libya, Ghana, Nigeria and/or other West African ports for Insured`s account

**Premium:** Annual premium is payable as per invoices, issued by Rosgosstrakh, invoice reference is № \_\_\_\_\_.  
Premium under this policy is payable in USD.  
Currency of this policy is USD.

**Law and Jurisdiction** It is hereby noted and agreed that any disputes arising out of this contract of insurance including disputes pertaining to its breach, termination and invalidity shall be referred to the exclusive and final settlement by the Maritime Arbitration Commission (MAC) at the Chamber of Commerce and Industry of the Russian Federation in accordance with the Russian law and MAC`s Rules. The place of venue is 6/1 Ilyinskaya street, 109012 Moscow Russia.

### **Additional conditions:**

- Parties hereby mutually agree that should the insurance premium or any deferred installment and/or part thereof and/or any additional premium not having been received by Rosgosstrakh from the Assured or his Agents or Intermediaries or Brokers on the relevant due date(s) as stated in this Policy/invoice, Rosgosstrakh is entitled at any moment to give a 14-day notice of cancellation to the Assured or his Agents or Intermediaries or Brokers and any Mortgagees named on the Policy and unilaterally cancel the insurance contract from the expiration of the period set out in such a notice, unless Rosgosstrakh expressly decide otherwise. In the event of cancellation, Rosgosstrakh is entitled to the premium due to the insurer on a pro rata basis for the period that Rosgosstrakh are on risk.  
However, for all cases of early policy cancellation for any reasons, including, but not limited to non-payment of premium, mutual agreement of the parties, sale of the vessel, etc. and where the loss, which could give rise to a valid claim under the policy, occurred prior to the date of cancellation, full policy premium shall be payable to Rosgosstrakh before payment of the claim.
- Warranted no known claims or disputes or facts known likely to lead to claims or disputes as at inception.
- Warranted vessel and Managers fully ISM certified by IACS society.
- The Insured shall procure that both «the Vessel» and «the Company» shall comply with the requirements of the ISM Code if such requirement is provided for by Chapter IX of International Convention for Safety of Life at Sea, 1974 (1994 Amendments). Unless and to the extent that Rosgosstrakh otherwise decide, the Insured shall not be entitled to any recovery from Rosgosstrakh in respect of any claim arising during a period when the Insured is not fulfilling or has not fulfilled this condition.

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- In case of total loss of the vessel (whether actual or constructive) premium is payable in full immediately by the Assured or his Agents to Rosgosstrakh or Intermediaries or Brokers.
- If the net loss under the policy exceeds the whole premium due thereunder all installments are immediately due and premium is payable in full by the Assured or his Agents to Rosgosstrakh or Intermediaries or Brokers.
- It is hereby noted and agreed that all properly issued and signed documents submitted by the Assured, Rosgosstrakh, Intermediaries, Brokers, Surveyors, Adjusters or other parties concerned (including claim documentation) and transmitted by way of facsimile or electronic mail shall be acknowledged as valid in legal terms as the originals.

**The policy is prepared in two languages, in case of any discrepancies Russian wording of the policy shall prevail as to the extent of such discrepancies.**

**Issued in** \_\_\_\_\_  
**... 00, 202\_**

**Attachments:**

1. Questionnaire;
2. Applicable Clauses;
3. Invoice № \*\*\*\*\*;
4. Rosgosstrakh Shipowners' Liability Rules No33 dd. 26/04/2019.

**Assured:**

General Manager

\_\_\_\_\_ / \_\_\_\_\_ /

**Insurer:**

**Rosgosstrakh Insurance Company**

Head of Marine Insurance Division

(Letter of Attorney No \*\*\*)

\_\_\_\_\_ / \_\_\_\_\_ /

*Valid Rosgosstrakh Shipowners's Liability Insurance rules No 33 received.*

**Notice of Claim Clause: In the event of a claim under this policy notice shall be given immediately to Rosgosstrakh Insurance Company:**

**phone: + 7 495 647 2 647 (office)**

**phone: +7 916 800 1742 (after hours)**

**fax: + 7 495 783 24 34**

**e-mail: [marine@rgs.ru](mailto:marine@rgs.ru) & [marineclaims@rgs.ru](mailto:marineclaims@rgs.ru)**

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