

ALANDIA'S P&I TERMS AND CONDITIONS FOR CHARTERERS HAVE BEEN REVISED AND UPDATED.

Alandia's updated P&I terms and conditions for Charterers enter into force 1 January 2024. The updated conditions will apply to all Charterers' P&I insurances issued thereafter by Alandia if not otherwise agreed with the Policyholder and/or stated in the Policy.

It is important that the conditions and clauses of the insurance contract are regularly revised, and that the language is improved in order to avoid any misunderstandings between the parties. The Alandia Charterer's P&I insurance continues to be compliant with the requirements placed on the charterer by the international shipping agreements and regulations.

We would like to ask our Policyholders and insureds to draw attention particularly to the following changes in the conditions:

Clause 1. Definitions

A definition for Safety regulation has been added:

"A rule or regulation regarding measures for prevention of loss which may be issued by the classification society, public national or international authorities, or the insurer pursuant to the insurance contract."

Clause 2. Terms and nature of cover, last paragraph

According to the revised wording the insurer now has the right to amend the Terms and Conditions and any other special terms as agreed during the period of insurance in order to avoid that it or its reinsurer becomes or may become subject to any sanction, prohibition or restriction under resolutions of the United Nations or any other international organisation, or the trade or economics sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other state.

Clause 11.2. Alteration of risk

The clause previously included a term "increase of risk". This has been amended to "alteration of risk" which is widely recognised and used term in the insurance law and also in P&I insurance.

Clause 12. Safety regulations issued by the insurer

This clause now includes the following paragraph:

"Fault or negligence by anyone whose duty it is on behalf of the policyholder to comply with the safety regulation or to ensure that it is complied with shall be deemed equivalent to the fault or negligence by the policyholder itself."

Clause 14.3. Special risks excluded for certain ships

A new item has been added:

"f. in respect of ships used in subsea activities, such as submarines, mini-submarines, ROVs, diving bells or professional or commercial divers, any liability arising as a result of such operations,"

Clause 14.4. Sanction exclusion

This clause has been revised as to reflect the international development within sanction regulations. It is of utmost importance that the policyholder has it's own procedure for KYC (Know your customer) and for the control of any sanction regulations in order not to expose it's operations for any international sanctions, but also not to expose it's insurer for any sanction.

Subject to Clause 14.4 the insurer may reject cover and/or payment in respect of liability, costs or expenses or any provision of other benefits which may expose the insurer and/or it's reinsurer to the risk of being or becoming subject to sanctions, prohibitions or restrictions under the resolutions of the United Nations or any other international organisation, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other state.

Clause 14.5. War risks

War risks exclusion clause has been revised and some new elements have been added:

- a. in the last meaning "...or any person acting maliciously or from a political motive,"
- c. "...including derelict mines...derelict and/or other..."
- d. new item: "strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions," and
- e. new item: "confiscation, nationalisation, expropriation, deprivation or requisition."

The following standard P&I insurance market exclusion clauses which usually have been endorsed in the Policy, have now been included in the Terms and Conditions instead of the Policy. Please read the clauses carefully and in full in the updated Terms and Conditions:

- 14.6 Radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion,
- 14.7 Cyber Marine Endorsement,
- 14.8 Communicable disease following a public health emergency of international concern (PHEIC) exclusion

Clause 16.2 Identification in respect of a safety regulation

It is now clarified that this clause is about identification in respect of a safety regulation and that the identification rule in Clause 16.1. does not apply to the safety regulations issued by the insurer.

Clause 23. Governing law and jurisdiction

According to the Clause Finnish law applies to the insurance contract unless otherwise agreed. Due to the amendments in the law regarding the Finnish Average Adjuster the disputes are now referred to the District Court of Helsinki in which event the insurance contract is subject to Finnish law.

Clause 25. Period of Insurance

The clause has been amended to clarify that the insurance will automatically continue to be in effect from period of insurance to another unless otherwise explicitly agreed or it has been terminated in accordance with the Terms and Conditions.

Clause 26. Insurance premium tax and other charges

The clause has been clarified in that it is the duty of the Policyholder to provide the insurer with correct and adequate information in respect of the business activities for the calculation of taxes and other charges.

Clause 29. Termination

The rules for termination of the insurance contract have been amended as follows:

- c. Clause 11.4 (Obligations as to the charter) is included,
- d. new item added: "notwithstanding and without prejudice to Clause 30 (f) where the policyholder in its capacity as charterer of the insured ship has engaged or is engaging in any activity whatsoever that may expose the insurer or its reinsurer to the risk of being or becoming subject to sanctions, prohibitions or restrictions under the resolutions of the United Nations or any other international organisation, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any other state."

Previous item d. in respect of bankruptcy or insolvency of the policyholder has been removed to Clause 30 g.

Clause 30. Cesser

According to this Clause the insurance contract shall cease without notice with immediate effect as stated in the Clause. The following items have been added in the Clause:

- g. "when the policyholder has been declared bankrupt or otherwise insolvent and"
- e. "in the event of the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's republic of China, and/or the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur."

Finally, we kindly ask our policyholders and insureds to pay attention to the insurance clauses in the Policy document since there may be some amendments or minor changes in the individual clauses.

If you do not accept the clauses or have any enquiries, please contact your Underwriter at Alandia immediately.