The Swedish Club Mandatory Clauses for German Conditions
Hull & Machinery
War Risks Insurance

To be used with ADS/DTV 1978 (1992)
DTV 1.11.2026

Hull & Machinery Conditions

(War conditions on page 19)

INTERPRETATION CLAUSE

To the extent the terms of these clauses are in conflict with the DTV Hull Insurance Clauses 1978, the German General Rules of Marine Insurance (ADS), any applicable modifiable legal provisions and any other clause in this policy, the terms of these clauses shall take precedence.

A.1 FLEET CLAUSE

2013-10-03

It is understood and agreed that this vessel forms part of the fleet [see Policy] entered in this Association. It is rated as a member of that fleet and the Assured and Co-Assured shall be jointly and severally liable with all the other Assureds and Co-Assureds in the fleet for premiums, calls and other sums whatsoever due in respect of all vessels in the fleet.

Accordingly, any failure by an Assured and Co-Assured of any vessel in this fleet to pay his premiums, calls or any sums whatsoever due from him to the Association shall be deemed to be a failure also of the Assured and Co-Assured of this vessel to pay such premiums, calls or other sums whatsoever and shall entitle the Association to give him notice under the applicable insurance conditions and to offset any amount due to him under this insurance against any such unpaid premiums, calls and other sums, and to decide not to put up security in respect of claims under this insurance.

Notwithstanding the aforesaid, should the receiver of monies for claim(s) or other payments due be the Mortgagee(s) or any other Person(s) or Company(ies), which by a Letter of Undertaking and/or a Loss Payable Clause attached to the Policy are entitled to receive said monies, this clause shall be waived by the Association in respect of the rights of such aforesaid parties, however, the Association will retain its right to decide as to whether or not to put up security in respect of claims under this insurance.

To the extent the terms of this clause are in conflict with any other clause in this policy, the terms of this clause shall take precedence.

A.2.2 CLASSIFICATION CLAUSE (DTV)

2020-11-01

The Assured shall at the request of The Swedish Club ("The Club") authorize the Club to access all information held by Classification Societies ("Class") concerning the condition of the vessel before and during the insurance period.

The Club may instruct the Assured to request the Classification Society ("The Society") to survey the ship should the Club consider that the safety of the ship is endangered.

The vessel shall at all times be classed with a Society being member of International Association of Classification Societies (IACS). The insurance shall terminate automatically if the vessel is transferred to a Society not being member of IACS without the consent of the Club, or if the vessel loses its class. If the vessel loses its class while at sea, the insurance shall not terminate until the vessel has reached the nearest safe port.

A.4 SWEDISH CLUB CLAIMS LEAD CLAUSE

2019-10-01

The Swedish Club ("The Club") shall have claims lead.

The Swedish Club has the right on a 100% basis of the claim, in all respects, irrespective of The Swedish Club's share of the risk, to decide any matter relating to any claim made under this Policy, including but not limited to any appointments of experts, lawyers, adjusters, decisions, agreements, payments, settlements, claims, surveys, guarantees, towage, salvage, payments on account and claim settlements.

This Claims Lead Clause must be incorporated in all policies, and Co-insurers must follow The Swedish Club's decisions in all respects as long as they are in accordance with the Policy conditions.

Further, The Swedish Club shall at all times have the right to appoint and employ their choice of experts including but not limited to surveyors, lawyers etc. on behalf of the Assured to deal with any matters involving third parties (including investigating or advising and taking or defending legal actions or other proceedings) that may give rise to a claim by the Assured on The Swedish Club.

If The Swedish Club provides for security on a 100% basis of a claim covered under the Policy, Co-insurers are required to put up counter security for their respective shares, as per The Swedish Club's instructions. For putting up such a security, The Swedish Club may claim a commission of 1% of the guarantee sum (for open guarantees, the commission shall be calculated on the basis of the effective gross liability). The Swedish Club has the subsequent discretionary right to request Co-insurers to put up amended securities.

In the event of The Swedish Club putting up security on a 100% basis for the liability of the Assured in consequence of a collision, striking and/or salvage, other underwriters on all policies are not allowed to effect settlement of claims in connection with the liability directly with the Assured, and cannot set off against The Swedish Club's counterclaims against the Assured.

The Swedish Club has the right to set off against any sums due to the Assured, unpaid Co-insurers' or other underwriters' share or shares of sums advanced and any and all sums incurred for provision of both claims and general technical services including entry and condition surveys, if any, to the Assured by the leader. Any and all sums incurred shall be understood to include sums incurred in respect of internal resources involved in technical services and claims handling as well as sums incurred for external resources appointed by The Swedish Club. Alternatively, The Swedish Club has the right to charge participating Co-insurers directly any and all such sums mentioned in this paragraph, but always limited to such co-insuring Underwriter's proportion hereon.

For costs, fees and/or expenses fronted by The Swedish Club on behalf of Co-insurers it is the Assured's obligation to recover any unpaid Co-insurers' or other underwriters' share or shares. Alternatively, The Swedish Club has the right to set off any such unpaid Co-insurers' or other underwriters' share or shares against any sums due to the Assured.

Should The Swedish Club at its own discretion decide to make ex gratia payments to the Assured, The Swedish Club may limit such payments to its share of the risk written under this Policy and such payments should in no respect be binding for any other Co-insurers or underwriters participating in this risk.

Notwithstanding any of the above, or any condition in this Policy to the contrary, the liability of all underwriters to the Assured shall remain several and nothing shall affect The Swedish Club's right to limit its liability to the Assured to the proportion of the risk which it has written and The Swedish Club shall in no way be liable to the Assured for any amounts due or agreed to be due but not recovered or recoverable from other underwriters or Co-insurers.

A.5.2 PREMIUM PAYMENT AND CANCELLATION CLAUSE (DTV)

2020-11-01

The premium payable for this insurance shall be received into the designated bank account of The Swedish Club on the due dates as stated on the Insurance Policy/Slip. Should the Club not receive any payment as aforesaid the Assured has not fulfilled its obligation to pay the premium. In the event premiums are not received by The Club on the due date, interest calculated at 1% percent per month (or at such lower rate as The Club may at its sole discretion otherwise decide) will be levied from the day after the due date on the whole amount due. Any interest accrued will be debited per calendar quarters. The Club may decide, to waive any interest accrued and/or debited at its sole discretion.

If the premium has not been received by the due date, The Club may cancel this insurance. Should The Club exercise its rights of cancellation, immediate written notice shall be given to the Assured or his Broker and Mortgagee(s), if applicable, and take effect 14 days after such written notice has been received by the Assured or his Broker and Mortgagee(s) if applicable.

The Club shall have a lien in the ship for any unpaid premium or sums due irrespective of whether the insurance has been terminated.

The expression “Assured” referred to in this clause is deemed to include the Assured, his Agents, Managers or any other company or person(s) who are acting on behalf of the Assured, and/or any Co-assured(s) and/or Mortgagees as agreed by The Club, if and as applicable.

A.6.1 TENDER CLAUSE (DTV)

2020-11-01

DTV 30.2 is amended to read:

Underwriters will pay compensation to the Assured for the time lost solely as the result of tenders taken in accordance with Clause 30.1 and will only be triggered if Underwriters have requested any of the below measures to be taken:

- request that the Assured obtains further offers for the repair of the vessel; Underwriters may also obtain such offer themselves (Tendering);
- request that the vessel be moved to another place for final repair;
- reject the place of repair or the repair yard chosen by the Assured.

Such an allowance shall only be granted if the repair is carried out in accordance with a tender accepted by Underwriters.

A.7.1 CONDITION SURVEY CLAUSE (DTV)

2020-11-01

The Swedish Club ("Club") has the right to carry out any surveys subject to giving prior notice. The Assured shall notify the Club at least 14 days in advance or at the time of decision, whichever is the later, of any dry-docking, lay-up or yard-visits with a minimum duration of 3 days, whether average repairs claimable under the Policy will be effected or not.

All recommendations as specified by the Club to be complied with failing which the Club shall be exempted from all liability for any damage or loss whatsoever unless the Assured establishes to the satisfaction of the Club that the failure was not material to the damage or loss claimed.

A.9 ASSIGNMENT CLAUSE

2020-11-01

The owner, the Assured or any one acting on their behalf, may not assign any right, title, interest to any amount payable or claim under this policy, known or unknown, except to Mortgagees (banks and or other financial institutions) without written consent by The Swedish Club.

A.11 UNIFORM INTEREST RATE CLAUSE

2023-10-01

In the event that the Swedish Interest Act of 1975 (SFS 1975:625 as amended) ("Interest Act") or any other national legislation providing for a rate of interest on late payments is applicable to a payment due from the Club to the Assured, it is agreed that, notwithstanding anything to the contrary in the Interest Act or any other national legislation, the relevant interest rate shall be the United States Prime rate applicable on the 1st January of the year the insurance contract comes into effect (irrespective of the currency of the policy) plus 2 percentage points.

A.13 PREMIUM TAX CLAUSE

2013-11-01

The Assured shall be liable to pay any tax or other fiscal demand relating to premiums or other sums due under the insurance policy. In the event that the Association has paid any such tax or fiscal demand in the first instance, the Assured shall reimburse the Association on demand.

A.14 CO-INSURANCE CLAUSE

2019-10-01

Wherever there is co-insurance all rights of recourse between the co insured parties are retained in full and there is no waiver of subrogation regarding claims between those parties. Furthermore, if the co-insured party enters into a contract with a third party regarding the operation of the vessel, the Assured shall ensure there is no waiver of subrogation and further ensure that all rights of recourse are retained in full in any contract between the Assured and co-insured party. There shall be no recovery from the Association for any loss or damage to the extent such loss or damage cannot be claimed from a third party because the Assured has not complied with the obligation to retain rights of subrogation and recourse.

Comment to Clause A.14:

Members (Assured) may wish to use the following clause to be inserted in contracts with coinsured parties in order to fulfil the requirement in clause A.14:

Quote
A counterparty may be added (subject the Club's approval) as co-insured under any insurances in respect of P&I and Hull & Machinery, provided there is no waiver of subrogation in such insurances and that the parties' rights of recourse against each other under the contract in place, are all retained in full. Accordingly, where a liability is incurred or there is any loss or damage to the Vessel as a result of a breach of the contract by the counterparty, the counterparty shall, notwithstanding any such co-insurance, be obliged to indemnify the other party in full. However, to the extent that the counterparty is unable to make a recovery in respect of such loss, damage or liability from any third party, the other party shall reimburse the counterparty. To the extent the terms of this clause are in conflict with any other applicable provisions, the terms of this clause shall take precedence.
Unquote

A.15 KNOW YOUR CUSTOMER (KYC) CLAUSE

2025-03-21

1. The insurance cover is subject to satisfactory identification and assessment of the customer and/or assured(s) as per the insurer's customer due diligence measures relating to anti-money laundering, counter-financing of terrorism and sanctions laws and regulations applicable to the insurer and/or its reinsurers and/or the law governing the insurance contract.

2. Prior to inception of the insurance contract, the customer and/or assured(s) is under an obligation to provide the insurer with all relevant information to allow the insurer to conduct its own customer due diligence measures. To the extent the insurer receives personal data as part of its due diligence measures, the insurer shall comply with all applicable laws relating to the protection of personal data.

3. During the insurance period, the customer and/or assured(s) is under a continuous obligation to promptly provide the insurer with all information relevant to the insurer's customer due diligence measures and to disclose any changes to the information already provided to the insurer.

4. If the insurer determines that the information received is not satisfactory or the requested information is not provided, the insurer shall notify the customer and/or assured and request additional information. If the customer and/or assured does not provide such additional information within fourteen days, the insurer may terminate the insurance contract by giving fourteen days' notice, or by a shorter notice period if required by law.

(Cefor Form 2025 / 291)

A.16 GDPR CLAUSE

2026-10-01

Processing of Personal Data

The Association will process the personal data of the Member's employees and representatives in accordance with applicable data protection legislation and the Association's Privacy Notice for handling of claims. The Member undertakes, at the time of notifying the Association of a Claim, to provide its employees and representatives with a copy of the Privacy Notice (available on the Associations website) and to inform them that their personal data will be processed in accordance therewith.

C.1.3 RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

2003-11-01

(Ref LSW Clause 370, 10/11/2003)
This clause shall be paramount and shall override anything contained in this insurance issued by The Swedish Club inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

   1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

   1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5. any chemical, biological, bio-chemical, or electromagnetic weapon.

C.1.3.2 MARINE CYBER ENDORSEMENT

2019-11-11

(Ref LMA5403, 11/11/2019)

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) 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.

C.6.1 COMMUNICABLE DISEASE EXCLUSION CLAUSE

2020-12-01

Communicable Disease is an excluded peril under this insurance. This insurance shall not cover any loss incurred where the dominant cause of the casualty was a Communicable Disease, except where the dominant cause of the casualty was an act or omission of a person infected or allegedly infected by such disease.

In the event of a casualty otherwise caused by an insured peril and giving the assured a right to indemnity, then, to the extent the repair costs are increased by a Communicable Disease, the policy conditions apply unamended.

This Clause shall in no circumstances extend the cover under these conditions.

"Communicable Disease" shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and

c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

C.9 US TERRORISM RISK INSURANCE ACT CLAUSE (TRIA CLAUSE)

2003-01-01

By accepting this Policy, the Assured(s), Member(s), Joint-Member(s) and or Co-Assured(s) named herein acknowledge and confirm that:

a) cover for “acts of terrorism” as defined in the US Terrorism Risk Insurance Act 2002 was made available to the Assured(s), Member(s), Joint-Member(s) and/or Co-Assured(s) named herein;

b) the Assured(s), Member(s), Joint-Member(s) and/or Co-Assured(s) named herein declined to purchase such cover;

c) the Assured(s), Member(s), Joint-Member(s) and/or Co-Assured(s) named herein has/have not paid the Association any premium for such cover.

W.10 SANCTIONS LIMITATION CLAUSE

2026-11-01

This Clause shall be paramount and shall override any other clauses inconsistent therewith.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit may expose that insurer and/or its reinsurers to the risk of any sanction (whether primary or secondary), prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or any State where the insurer or its reinsurers have their registered office or permanent place of business.

In the event that the provision of insurance cover has exposed or may expose the insurer or its reinsurers to the risk of any sanction prohibition or restriction as set out in sub-clause 1 above, the insurer shall be entitled to terminate the insurance with immediate effect by giving notice in writing. Termination also applies to the rights of the mortgagee. The insurer shall immediately notify the mortgagee of the termination.

In the event that an insurer is designated, listed or otherwise made subject to asset freeze or similar restrictive measures under sanction regimes by the United Nations, European Union, United Kingdom, United States of America or any State where the assured has its registered office or permanent place of business, the assured shall have the right to terminate the insurance with this insurer with immediate effect by written notice.

War Conditions

W.1.4 Notice of Cancellation, Automatic Termination of Cover, War, Nuclear etc. and Computer Virus Exclusion Clause

(M.M. Clause No. 2250(b) TSC 2022)
2022-01-01

1. Cancellation

Cover hereunder in respect of the risks of war, etc. may be cancelled by either the Underwriters or the Assured giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

2. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc. shall TERMINATE AUTOMATICALLY

2.1 upon 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;

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

3. Five Powers War and Nuclear etc. Exclusions

This insurance excludes

3.1 loss damage liability or expense arising from

3.1.1 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;

3.1.2 requisition either for title or use, provided always that if the owner of a requisitioned vessel shall continue to have an insurable interest in that vessel after the date of such requisition and shall thereafter sustain some further loss damage liability or expense (such loss damage liability or expense not being the direct consequence of the requisition and not being proximately caused thereby) then such further loss damage liability or expense shall not be excluded from this reinsurance

3.2 This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

3.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

3.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

3.2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

The exclusion contained within 3.2 shall not apply to liabilities arising from the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation or Regulation (EC) No 392/2009 of the European Parliament and of the Council which gives effect thereto, and any amendments thereof, and/or any other Conventions and/or Protocols subsequently entering into force and adopted by the International Maritime Organisation (IMO) relevant to this Insurance Contract.

4. Computer Virus Exclusion Clause

This clause is only to apply once claims on the Association, which would otherwise have been excluded by this clause, have exceeded USD 150,000,000 in the aggregate per annum.

4.1 In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer virus.

4.2 Clause 4.1 shall not operate to exclude or limit 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.

4.3 To the extent not excluded by this clause any loss otherwise covered by this policy will not be prejudiced by the involvement of the use or operation of any computer, computer system, computer software programme or any other electronic system.

5. Law and Practice

This clause is subject to English law and practice.

Cover in respect of the risks of war, etc. shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

W.10 SANCTIONS LIMITATION CLAUSE

2026-11-01

This Clause shall be paramount and shall override any other clauses inconsistent therewith.

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit may expose that insurer and/or its reinsurers to the risk of any sanction (whether primary or secondary), prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or any State where the insurer or its reinsurers have their registered office or permanent place of business.

In the event that the provision of insurance cover has exposed or may expose the insurer or its reinsurers to the risk of any sanction prohibition or restriction as set out in sub-clause 1 above, the insurer shall be entitled to terminate the insurance with immediate effect by giving notice in writing. Termination also applies to the rights of the mortgagee. The insurer shall immediately notify the mortgagee of the termination.

In the event that an insurer is designated, listed or otherwise made subject to asset freeze or similar restrictive measures under sanction regimes by the United Nations, European Union, United Kingdom, United States of America or any State where the assured has its registered office or permanent place of business, the assured shall have the right to terminate the insurance with this insurer with immediate effect by written notice.

C.10 CORONA VIRUS EXCLUSION CLAUSE

(LMA5395) 2020-04-09

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

This insurance excludes coverage for:

1. any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:
   (a) Coronavirus disease (COVID-19);
   (b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
   (c) any mutation or variation of SARS-CoV-2;

   or from any fear or threat of (a), (b) or (c) above;

2. any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;

3. any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of (a), (b) or (c) above or the fear or the threat thereof.

All other terms, conditions and limitations of the insurance remain the same.