



WEST.

Underwriting Guides

Radioactive Cargo

Exclusions:

The carriage of radioactive cargo is excluded under P&I Club Rules UNLESS the said radioactive cargo is deemed to be “Excepted Matter” (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereafter, including the Nuclear Installations (Excepted Matter) Regulations 1978).

The specifics of the exclusion are laid out in the Club’s P&I Rule 15.

Note that radioactive waste is never covered under P&I Club Rules.

If the cargo is “Excepted Matter” then it may be covered under P&I Rules.

The Nuclear Installations Regulations reflect the provisions of the OECD Paris Convention on Carriage of Nuclear Material. “Excepted Matter” is nuclear matter consisting only of one or more of the following:

- a. isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes;
- b. natural uranium;
- c. depleted uranium;
- d. small quantities of nuclear matter as prescribed (under the Nuclear Installations (Excepted Matter) Regulations 1978).

It should be understood that for P&I Clubs, the definition of “Excepted Matter” is based on the Nuclear Installations Act 1965 and NOT whether it can be shipped under the IMDG Code.

Prior Advice:

In order to ascertain whether or not the radioactive cargo is covered under P&I Rules, the Member or his broker should seek approval from the underwriting department prior

to the shipment of the cargo. The Club will require precise information on the cargo. For the carriage of empty containers which previously carried radioactive cargo the Club will likewise require the precise details of the radioactive cargoes which were previously carried in the container.

As a minimum this information should include the information required for the IMDG Code dangerous good declaration for radioactive cargo, generally:

Proper shipping name;

UN number;

Name of the isotope / radionuclide;

Form of material (e.g. “special” or “normal”);

Radioactivity in Bq;

Is the radioactive cargo fissile – if so then what is the percentage and net weight of the fissile material?

Is it waste material?

What is the weight of the actual cargo?

Note 1 : For “Excepted Packages” defined under the IMDG Code only the above first two pieces of information are required.

Note 2 : Whether a cargo can be accepted as “Excepted Matter” depends on the amount of radioactive material in individual consignments. Thus the Club cannot agree to a blanket P&I cover for similar consignments (by agreeing they are “Excepted Matter”), when in reality the radioactive content may differ slightly between each consignment.



If Radioactive Cargo is Not Excepted Matter:

If the radioactive cargo is not Excepted Matter and so cannot be covered under the P&I Rules, then the Consignor is required to purchase a nuclear liability insurance to cover the carriage of the said radioactive cargo. The Member must ask the Consignor to produce a certificate of financial security issued by the insurance company and which has been countersigned by the government of the Consignor.

Recommended Charter Party Clause - “Nuclear Cargo Exclusion Clause”:

‘Notwithstanding any other provision contained in this charter, it is agreed that “nuclear matter” as defined under the United Kingdom Nuclear Installations Act 1965 is specifically excluded from the cargo permitted to be loaded or carried under this charterparty. This exclusion does not apply to “Excepted Matter” as defined in or prescribed under the United Kingdom Nuclear Installation (Excepted Matter) Regulations 1978, provided owners’ approval has been obtained to the loading thereof.’

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The West of England Ship Owners Mutual Insurance Association (Luxembourg)

UK office One Creechurch Place, Creechurch Lane, London EC3A 5AF

Tel +44 20 7716 6000 Email mail@westpandi.com www.westpandi.com

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