

General Exclusions

Chemical, biological, bio-chemical and electromagnetic weapons exclusion; Cyber Attack exclusion

It is understood, noted and agreed that where the original insurance reinstates cover for liabilities, losses, costs and expenses otherwise excluded by the War and Terrorism Exclusion Clause (rule 30.4.1) contained in the Association's Rules or similar exclusion clause in the Terms & Conditions forming part of this addendum, this ancillary cover shall in no case respond to such an extension to cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- any chemical, biological, bio-chemical or electromagnetic weapon;
- the use of 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.

Notice of cancellation clause - Automatic Termination of Cover and Five Powers War Exclusion Clause

1. Cancellation

This insurance cover in respect of war etc may be cancelled by either the Assured or the Association giving 7 days notice. Such cancellation shall become effective on the expiry of 7 days from 24:00:00 hours GMT on the day on which notice of cancellation is issued. However, the Association agrees to reinstate this insurance subject to reaching agreement with the Assured prior to the expiry of the notice period as to any new premium terms conditions and warranties that are to apply.

2. Termination

Whether or not such notice of cancellation has been given this insurance shall terminate automatically in the following circumstances:

2.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

- United Kingdom
- United States of America
- France
- The Russian Federation
- The People's Republic of China:

2.2 in the event of the vessel being requisitioned either for title or use.

3. Exclusion

3.1 This insurance shall in no case indemnify the Assured in respect of those liabilities costs and expenses arising from the following:

3.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following countries:-

- 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 or pre-emption.

4. Note

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

Radioactive Contamination Exclusion and Excepted Matter Clause

In no case shall this insurance cover liabilities, losses, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or loss or cost or expense is incurred, was directly or indirectly caused by or arises from:

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
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. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,

other than liabilities, losses, costs or expenses arising out of the carriage of "excepted matter" (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in an insured vessel.

Sanctions

Excluded risks - The insurance shall not cover, liabilities, costs or expenses where payment by the Association or the provision of cover in respect thereof may expose the Association to the risk of being subject to a sanction, prohibition or any adverse action by a state or international organisation or competent authority.

Limitation - The Member shall in no circumstances be entitled to recover from the Association that part of any liabilities, costs and expenses which is not recovered by the Association under any reinsurance(s) arranged by the Association because of a shortfall in recovery from reinsurers thereunder by reason of a sanction, prohibition or adverse action against them by a state, international organisation or other competent authority or the risk thereof if payment were to be made by such reinsurers. For the purposes of this provision, "shortfall" includes any failure or delay in recovery by the Association by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state, international organisation or other competent authority.