

Club Clauses for War Risk Insurance 2025

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

Sanction limitation and exclusion clause

2022-02-28

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 or its reinsurers to 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 of the subject-matter insured having been engaged or engaging in any activity whatsoever that may expose the insurer or its reinsurers to any sanction whether primary or secondary, prohibition, restriction, law or regulation as described in sub-clause 1 above, the insurer shall be entitled to terminate the insurance by giving 14 days' notice. Termination also applies to the rights of the mortgagee, but the insurer shall immediately notify the mortgagee of the termination.



C.10

CORONA VIRUS EXCLUSION CLAUSE

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.

(LMA5395)