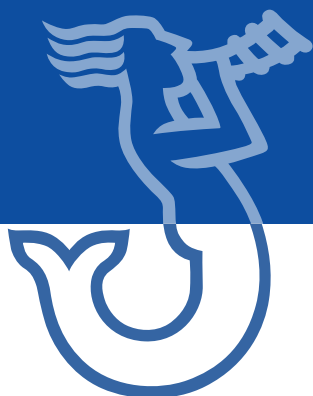




# Club Clauses for War Risk Insurance 2021



War Risk Insurance 2021

## **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 2020)  
2020-01-01

#### **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.

#### **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.***

- 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.

#### **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**

2014-09-30

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 would expose that insurer or any of its reinsurers to any sanction, 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, France, the Russian Federation, the People's Republic of China or any State where the insurer or any of its reinsurers has its registered office or permanent place of business.