P & I war risks clause 2010

Cover

1.1 Such liabilities as would be covered by the club and the member's terms of entry but for the exclusion of war risks in rule 4.3.

1.2 This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.

Excluded areas

2.1 At any time or times before, or at the commencement of, or during the policy year, the managers may determine that any places or areas be excluded from the cover hereunder.

2.2 Unless otherwise agreed by the managers the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the managers to the members.

2.3 Unless and to the extent that the board otherwise decides there shall be no recovery from the club in respect of any claim arising out of any event within the said places or areas after such date.

Cancellation

3 Cover may be cancelled by either the club or the member giving seven days notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the club).The club agrees to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.

Automatic termination of cover

4 Whether or not notice of cancellation has been given, cover shall terminate automatically:

4.1 upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;

4.2 in respect of any ship if she is requisitioned either for title or use.

Five powers war and nuclear exclusions

5 This cover excludes:

5.1 loss, damage, liability or expense arising from:

5.1.1 the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;

5.1.2 requisition for title or use;

5.2 liabilities (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member 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 cost or expense is incurred, was directly or indirectly caused by or arises from:

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

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

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

5.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

other than liabilities arising out of carriage of "excepted matter" (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the ship.

Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion

6 This paragraph shall override anything contained in this insurance inconsistent therewith.

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

6.1.1 any chemical, biological, bio-chemical or electromagnetic weapon;

6.1.2 the use or operation, as a means for inflicting harm, of any computer virus.

TOPIA exclusion

7 This insurance excludes any liabilities which the member may incur under TOPIA 2006.

Deductibles

8.1 The cover shall apply, any one event, in excess of the greater of:

8.1.1 US$50,000; or

8.1.2 the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US$100 million, the proper value will be deemed to be US$100 million); or

8.1.3 the amount recoverable under any other policy of insurance, whether of war risks or otherwise.

8.2 Under a charterer's entry the cover shall apply, any one event, in excess of the greater of the deductible set out in the member's certificate of entry or US$50,000.

Limit of cover

9.1 Subject to paragraph 9.2, the limit of club cover shall be US$500 million any one event or series thereof in the aggregate or any lesser amount specified in the certificate of entry.

9.2 In the event that there is more than one entry by any person for P&I war risks cover in respect of the same ship with the club and/or any other insurer participating in the Pooling Agreement

or general excess loss reinsurance contract, the aggregate recovery in respect of all liabilities arising under such entries shall not exceed the amount stipulated in paragraph 9.1, and the liability of the club under each such entry shall be limited to such proportion of that limit as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club and any such other insurer.