

Offshore bio-chemical risks inclusion clause 2019

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| Cover | 1.1 | The liability of the member, not being a charterer: <ol style="list-style-type: none">(1) to pay damages, compensation or expenses arising out of crew injury, illness or death (including deviation expenses, repatriation and substitute expenses and shipwreck unemployment indemnity),(2) for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by the club | |
| | 1.2 | where such liability is not recoverable under: <ol style="list-style-type: none">(1) the Offshore P&I rules of the club; or(2) the Offshore P&I war risks clause 2019 or any underlying war policies | |
| | 1.3 | solely by reason of the operation of an exclusion of liabilities and losses directly or indirectly caused by or contributed to by or arising from: <ol style="list-style-type: none">(1) any chemical, biological, bio-chemical or electromagnetic weapon(2) the use or operation, as a means for inflicting harm, of any computer virus, | |
| | 1.4 | other than liabilities and losses arising from: <ol style="list-style-type: none">(1) explosives or the methods of the detonation or attachment thereof(2) the use of the unit or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon(3) 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. | |
| | Excluded areas | 2.1 | Unless and to the extent the board may otherwise decide, there shall be no recovery in respect of any liabilities and losses directly or indirectly caused by or contributed to by or arising out of any event within the places or areas or during such period as may be specified from time to time. |
| | | 2.2 | At any time or times before, or at the commencement of, or during the policy year, the club may by notice to the member change the places or areas and periods specified in paragraph 2.1 from a date and time specified by the club not being less than 24 hours from midnight on the day the notice is given to the member. |
| | Cancellation | 3 | Cover may by notice to the member be cancelled by the club from a date and time specified by the managers, not being less than 24 hours from midnight on the day notice of cancellation is given to the member. |

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| Deductible | 4 | The deductible shall be that set out in the member's certificate of entry. |
| Limit of cover | 5.1 | Subject to paragraph 5.2, the limit of club cover under this extension in respect of all claims shall be in the aggregate US\$10 million each unit any one event or series thereof arising from any one event. |
| | 5.2 | In the event that there is more than one entry by any person for bio-chemical risks cover as provided herein in respect of the same unit with the club, the aggregate recovery in respect of all liabilities and losses arising under such entries shall not exceed the amount stipulated in paragraph 5.1 and the liability of the club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club. |