

### **Institute Cyber Attack Exclusion Clause (CL 380 – Reinsurance)**

1.1 Subject only to Clause 1.2 below, in no case shall this agreement cover loss damage liability or expense directly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any electronic system.

1.2 Where this Clause is endorsed on contracts covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1. Shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system computer software programme, or any electronic system in the launch and/o guidance system and/or firing mechanism of any weapon or missile.

### **WAR AND STRIKES RISKS CANCELLATION WARRANTY CLAUSE**

Notwithstanding anything to the contrary stated herein or subsequently added hereto, it is understood and agreed that if this treaty / contract provides that losses arising from war and strikes, riots and civil commotions risks (including terrorism) are covered hereunder, then the cover afforded by this reinsurance in respect of such war and strikes, riots and civil commotions risks (including terrorism) shall be subject to terms and conditions no wider than the relevant London Institute War and Strikes Clauses current at the inception of the original risk written, or current at the later of either the inception date or the most recent anniversary date of this contract.

Warranted always that with regard to giving notice of cancellation of the above risks, the ceding Company shall follow the recommendations given and / or the measures adopted by the London Marine Insurance Market or by their own national association of marine insurers, whichever are more restrictive.

Insofar as this reinsurance contract includes any cover for war and strikes, riots and civil commotion risks as defined elsewhere in the contract, the cover is at all times subject to 14 days notice of cancellation by either party. Such period of notice, to commence not later, than 14 days from the date of notice given by the Reinsurers.

### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause – 10/11/03 CL.370**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

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
  - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 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

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

## **POLITICAL RISK, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION CLAUSE**

1 This contract excludes any loss, liability, damage or expense arising from the following:

- 1.2 All forms of Contract Frustration Business including but not limited to non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities.
- 1.3 Default under a lease, or any other form of financing contract.
- 1.4 Inability of an assured to recover funds or another consideration advanced under a contract to supply goods or services.
- 1.5 Any form of Financial Guarantee, Surety or Credit indemnity, other than Salvage Guarantees.
- 1.6 Confiscation, Nationalisation, Expropriation, Deprivation, unless such losses would be recoverable under the Institute War Clauses and/or the War sections of the relevant Institute War and Strikes Clauses or relevant London Aviation Clauses in current use at the inception of this contract, or at the time when war risks cover would have commenced under the original insurance within the terms of these clauses, whichever is the earlier; except that if the risks of war are covered in the original policy (ies) under clauses approved by the London Hull War Risks Joint Sub-Committee, or in respect of cargo interests under the Standard War Risks clause of any country which complies with the limitations of the United Kingdom Waterborne Agreement, the foregoing proviso shall not apply.
- 1.7 The departure of the Assured's and/or project management personnel from any country, project or site in circumstances where:
  - 1.7.1 such personnel have been advised by their own Government(s) (or officially accredited representative(s) thereof) to evacuate the country or region thereof;
  - Or
  - 1.7.2 The Assured's most senior manager in any country (or if absent, his appointed deputy) has determined that conditions local to any project or site have reached a state of political instability which could reasonably be interpreted as endangering the lives and/or physical well-being of such personnel and has issued instructions for their evacuation.
- 2 Notwithstanding the aforementioned it is understood and agreed that exclusion 1.1.6 shall not apply where coverage has been provided on an incidental basis as part of a (cargo and/or specie) package policy underwritten on an inclusive policy wording.

## **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE (REINSURANCE) (1994)**

This Contract shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this Contract Nuclear Energy Risks shall mean all first party and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:-

- (l) All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- (II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:-
  - (a) The generation of nuclear energy; or
  - (b) The Production, Use or Storage of Nuclear Material.
- (III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (IV) The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment);
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above;

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance or reinsurance whatsoever in respect of:
  - (a) Nuclear Material;
  - (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance or reinsurance for the undernoted perils:
  - Fire, lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devices or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### Definitions

'Nuclear Material' means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

'Radioactive Products or Waste' means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

'Nuclear Installation' means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

'Nuclear Reactor' means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

'Production, Use or Storage of Nuclear Material' means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

'Property' shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

'High Radioactivity Zone or Area' means:-

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

NMA 1975a (10/3/94)

### **Terrorism Exclusion Clause**

This treaty excludes any loss, damage, liability or expense arising from:

- a) Terrorism

and or

- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- ii. putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Reinsurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Reassured to prove the contrary.

### **Terrorism Write Backs**

However if specially agreed this exclusion will not apply to any loss, damage, liability or expense arising from the operation, ownership, management or chartering of

- 1) Vessels, craft, and units, whilst offshore, afloat, under construction or repair, in dock, or in store ashore.
- 2) Seawalls, wharves, piers, jetties, docks, berths, pontoons, and associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour, or marina
- 3) Platforms, facilities, and associated equipment, whilst offshore, or whilst in, on or under any navigable waters, including all related construction or repair operations.
- 4) Any loss, damage, liability or expense arising from the carriage, shipment or storage of:

Cargo in the ordinary course of transit in accordance with the Joint Cargo Committee Termination of Transit Clause (Terrorism) (Amended) JC2001/056.

### **SEEPAGE AND POLLUTION EXCLUSION CLAUSE (for Hull only)**

1. This Agreement excludes claims in respect of liability incurred by and original assured for seepage, pollution or contamination
  - 1.1. on or over land or inland waters unless caused by a sudden event or insured on a sudden and accidental basis;
  - 1.2. caused by disposal or dumping of waste.
2. Nevertheless, claims in respect of the following shall not be excluded by this clause:
  - 2.1. control of well policies where such seepage, pollution or contamination follows as well out of control above the surface of the ground or waterbottom;
  - 2.2. liability
    - 2.2.1. under the Offshore Pollution Liability Agreement

- 2.2.2. under the Outer Continental Shelf Lands Act, Federal Water Quality Improvement Act, Arctic Waters Pollution Protection Act
- 2.2.3. for seepage, pollution or contamination from or caused by vessels, craft or their cargoes.