

## Bio-chemical risks inclusion clause 2010

- Cover**
- 1.1** The liability of the member:
- (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 a club (other than under rule 3.21)
- 1.2** where such liability is not recoverable under either
- (1) cover provided by the club for such liabilities and losses as would be covered under the rules but for the exclusion of war risks in rule 4.3, or
  - (2) any underlying war risks policies covering the same risks,
- 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
- (1) any chemical, biological, bio-chemical or electromagnetic weapon
  - (2) 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 other electronic system,
- 1.4** other than liabilities and losses arising from:
- (1) explosives or the methods of the detonation or attachment thereof
  - (2) the use of the ship 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.
- Deductible** **4** The deductible is that applicable to the relevant cover set out in the 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\$30 million each ship 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 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 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 and any such other insurer.