

War risks clause for additional covers 2010

Cover	1	Such liabilities as would be covered by the club but for the exclusion of war risks in rule 4.3, but only in respect of any special risks set out in the certificate of entry beyond the standard risks provided by the rules without amendment.
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 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.
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 notice is issued by or to the club). The club agrees however 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 such notice of cancellation has been given, cover hereunder 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 in the event she is requisitioned 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 overrides 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.

Charterers' liability for damage to hull

- 7.1 Notwithstanding paragraph 2.1 but without prejudice to paragraphs 3, 4, 5 and 6, rules 4.3, 4.5, 4.6 and 4.7 shall not apply to a ship chartered to the member in respect of liabilities and losses covered under the charterers' liability for damage to hull clause 2010 if:
 - 7.1.1 the ship is chartered on terms to the effect that:
 - (1) the owner is entitled to refuse to send the ship to any place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy); and
 - (2) the owner is in any event entitled to insure his interests against such war risks; and
 - (3) the member is liable to reimburse the owner in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such place,

or on terms no less favourable to the member as regards his liability for loss or damage caused by war risks; or
 - 7.1.2 having given the managers as soon as practicable notice of any voyage or deviation to, or presence within, any place specified in paragraph 2.1, the member has paid such additional premium as the managers may impose.
- 7.2 In the event of the member not requiring war risks cover for a ship sailing to or remaining in a place or area determined in accordance with paragraph 2.1, he shall so advise the managers before the commencement of the voyage or deviation and the managers shall determine whether and on what terms war risks cover shall be reinstated.

- Maintenance of standard hull war risks cover** **8** Where the ship is entered by the member as an owner's entry the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the ship and this cover will respond only in excess of claims recoverable thereunder.
- Deductible** **9** The deductible shall be that applicable to the relevant special risks set out in the member's certificate of entry.
- Limit of cover** **10** The limit of club cover shall be that of the relevant special risks set out in the certificate of entry or US\$100 million, any one event, whichever is the lesser.