

**GENERAL CONDITIONS
MARINE CARGO INSURANCE**

1. Asbestos exclusion clause

This insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

2. Institute cyber attack exclusion clause CL 380 10/11/2003

1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly 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 other electronic system.

1.2 Where this clause is endorsed on policies 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 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.

3. Institute Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause CL.370 – 10.11.2003 and U.S.A & CANADA endorsement– USCAN B 29/1/04.

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. ionizing 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 of nuclear component thereof
 - 1.3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force of 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.

U.S.A & CANADA endorsement– USCAN B 29/1/04: This policy is subjected to the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 (RACCBE). This inclusion of RACCBE in this policy is material to reinsurers' willingness to provide coverage at the quoted terms, conditions and rates.

It is the intent of the parties to give maximum effect to RACCBE as permitted by law.

In the event that any portion of RACCBE may be found to be unenforceable in whole or in part under the law of any state, territory, district, commonwealth or possession of the U.S.A, or any province or territory of Canada, the remainder shall remain in full force and effect under the laws of that state, territory, district, commonwealth or possession, province or territory. Further, any such finding shall not alter the enforceability of RACCBE under the laws of any other state, territory, district, commonwealth or possession of the U.S.A, or any province or territory of Canada, to the fullest extent permitted by applicable law.

4. Nuclear energy risks exclusion clause (marine) 01.01.89

1. This Agreement excludes Nuclear Energy Risks whether written directly or by way of reinsurance or via Pools or Associations.

Under this Agreement the term “Nuclear Energy Risks” means any first or third party insurance (other than Workers’ Compensation or Employers’ liability) in respect of:

- (i) nuclear reactors and nuclear power stations or plant.
- (ii) any other premises or facilities concerned with:
 - (a) the production of nuclear energy or
 - (b) the production or storage or handling of nuclear fuels or nuclear waste;
- (iii) any other premises or facilities eligible for insurance by any local Nuclear Pool or Association but only to the extent of the requirements of the local Pool or Association
- (iv) nuclear or radioactive fuel, or nuclear or radioactive waste.

2. However, this Exclusion shall not apply

- a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor’s plant and equipment used in connection therewith):
 - i. for the storage of nuclear fuel – prior to the commencement of storage
 - ii. as regards reactor installations – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local Nuclear Pool or Association.
- b) to any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the “high radioactivity” zone
- c) to any insurance or reinsurance in respect of the Hulls of ships, or aircraft or other conveyances.
- d) to any insurance or reinsurance in respect of loss of or damage to (including any Expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste whilst in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

5. Terrorism exclusion clause 16/11/01 XL 2001/002

This contract 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 organisation(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 organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

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

However, the Joint Excess Loss Committee Terrorism Exclusion Clause 16/11/01 XL 2001/002 shall not apply to the following:

Any loss, damage, liability or expense arising from the operation, ownership, management or chartering of:

- i. Vessels, craft and units whilst afloat, under construction or repair, in dock or whilst in store ashore.
- ii. Seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour or marina.
- iii. Platforms, facilities, and associated equipment, whilst offshore, or whilst in, on or under any navigable waters, including all related construction or repair operations.
- iv. Pipelines and cables whilst offshore, or whilst in, on or under any navigable waters, (other than whilst in tunnels) including all related construction or repair operations whilst offshore, or whilst in, on or under any navigable waters.
- v. Cargo in the ordinary course of transit in accordance with the Termination of Transit Clause (Terrorism) Amended or the Termination of Transit Clause (Terrorism) 2009.

6. Termination of Transit Clause (Terrorism) JC2001/056 Amended (apply with ICC1982)

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

1. Notwithstanding any provision to the contrary contained in this Contract or the clauses referred to therein, it is agreed that insofar as this Contract covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

Either

1.1. As per the transit clauses contained within this Contract,

Or

1.2. on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein,

1.3. on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than

in the ordinary course of transit or for allocation or distribution,

Or

- 1.4. in respect of marine transits, on the expiry of 60 days after completion of discharge
overside of the goods hereby insured from the overseas vessel at the final port of
discharge,
- 1.5. in respect of air transits, on the expiry of 30 days after unloading the subject-matter
insured from the aircraft at the final place of discharge,

whichever shall first occur

2. If this Contract or the clauses referred to therein specifically provide cover for inland or other
further transits following on from storage, or termination as provided for above, cover will re-
attach, and continues during the ordinary course of that transit terminating again in accordance
with section 1.

7. Termination of Transit Clause (Terrorism) JC2009/056 01/01/2009

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

1. Notwithstanding any provision to the contrary contained in the contract of insurance or the
Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss
of or damage to the subject-matter insured caused by

any act of terrorism being an act of any person acting on behalf of, Or in connection
with, any organization which carries out activities directed towards the
overthrowing or influencing, by force or violence, of any government whether or
not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of
transit and, in any event, **SHALL TERMINATE:**

either

- 1.1 as per the transit clauses contained within the contract of insurance,

or

- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at
the final warehouse or place of storage at the destination named in the contract of
insurance,

- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at
any other warehouse or place of storage, whether prior to or at the destination named
in the contract of insurance, which the Assured or their employees elect to use either
for storage other than in the ordinary course of transit or for allocation or distribution,

or

- 1.4 when the Assured or their employees elect to use any carrying vehicle or other
conveyance or any container for storage other than in the ordinary course of transit,

or

- 1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge
overside of the subject-matter insured from the overseas vessel at the final port of
discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

8. Sanction limitation and exclusion clause LMA 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United states of America.

9. War and Strikes Cancellation Clause (Cargo)

The cover against war risks and strikes, riots and civil commotions risks (as defined in the relevant Institute War Clauses and Institute Strikes Clauses) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses and Institute Strikes Clauses before the cancellation becomes effective.

Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters

10. Communicable Disease Exclusion JX2020-009A

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.

2.1 “Communicable Disease Loss” shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being

a) a Communicable Disease, and/or

b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or

c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or

d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entity

regardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.

2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances,

notwithstanding they or any of them may have been taken for the reasons set out in 2.1 (c) above.

2.3 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d) for the purposes of a loss event first affecting a vessel, conveyance, rig or platform during a voyage undertaken as a consequence of a diversion, a prior recommendation, decision or measure by whomsoever taken to divert that vessel from an earlier loading or discharge or other destination shall not constitute an Excluded Circumstance solely by reason of that diversion having been made for the reasons set out in 2.1 (c) above.

2.4 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), where loss, damage or liability have first been incurred in circumstances which are not excluded under 2.1 (a) to (d) above, increased expense or increased liability for expense shall not be excluded notwithstanding that increase may have been incurred for the reasons set out in 2.1(c) above.

3. “Communicable Disease” shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another where:

a) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and

b) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas and

c) the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

4.1 The Infected Individual Exception shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined in 2.1 (c) or 2.1 (d) above.

4.2 Where those conditions are met, the fact or possibility that the individual’s action(s) or decision(s) were impaired or affected by or caused by that individual’s alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease or from any Circumstance as defined in Clause 2.1 (c) or (d) consequent on that individual’s actions or decisions.

4.3 For the purposes of this Exception, the Infected Individual need not be physically present on or in an interest affected by the loss event, provided that his or her actions or decisions causing or contributing to the loss event and affecting that interest, directly or indirectly, were of a kind which, when not impaired or affected, would fall within the ordinary course of his or her employment.

5. Loss, damage, liability and expense arising solely out of a loss event otherwise reinsured under this (re)insurance and not excluded thereby nor excluded pursuant to this Clause remain covered in accordance with the terms and conditions thereof.

11. Marine Cyber Endorsement LMA5403

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly 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, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies 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, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from 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.

12. Russia and Ukraine exclusion clause

This agreement excludes any War losses (being loss or damage caused by war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power) which occur on land in Ukraine, Russia, Belarus or Crimea.

Furthermore, this reinsurance agreement excludes all losses, liabilities, cost or expenses, or any other amount arising out of, originating from, resulting from, caused by and/or contributed by the armed hostilities of the Russia-Ukraine conflict in the amended named European locations as per JWLA-030 listed areas (below).

Europe:

1. Sea of Azov and Black Sea waters enclosed by the following boundaries:
 - a. On the west, around Romanian waters, from the Ukraine-Romania border at 45° 10.858'N, 29°45.929'E to high seas point 45° 11.235'N, 29° 51.140'E
 - b. Thence to high seas point 45° 11.474'N, 29° 59.563'E and on to high seas point 45° 5.354'N, 30°2.408'E
 - c. Thence to high seas point 44° 46.625'N, 30° 58.722'E and on to high seas point 44° 44.244'N, 31°10.497'E
 - d. Thence to high seas point 44° 2.877'N, 31° 24.602'E and on to high seas point 43° 27.091'N, 31°19.954'E
 - e. And then east to the Russia-Georgia border at 43° 23.126'N, 40° 0.599'E
2. All inland waters of Ukraine
3. Inland waters of Russia within the following areas:
 - a. Crimean Peninsula
 - b. River Don, from Sea of Azov to vertical line at 41° E
 - c. River Donets, from River Don to Ukraine border
4. All inland waters of Belarus south of horizontal line at 52° 30'N

13. Five powers war clause JC JC2023-024

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.