

Offshore P&I war risks clause 2020

Cover	1.1	Such liabilities as would be covered by the club and the member's terms of entry but for the exclusion of war risks in rule 4.3.
	1.2	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
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, the 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 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 United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any unit if it is requisitioned either 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 United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	5.1.2	requisition either 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:

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
- (ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (iv) 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 unit.

Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion clause	6	This paragraph 6 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.
	6.2	Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.
Maintenance of standard hull war risks cover	7	Where the unit 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 unit and this cover will respond only in excess of claims recoverable thereunder.
Deductible	8	The deductible shall be that set out in the member's certificate of entry.
Limit	9	The limit of club cover shall be that set out in the certificate of entry or US\$150 million, any one event or series thereof in the aggregate, whichever is the lesser.