

MARINE INSURANCE ADDITIONAL CONDITIONS & CLAUSES

CL 380 10/11/03 Institute Cyber Attack Exclusion Clause GC-CBR-F0001 Ed.1V.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 program me, malicious code, computer virus or process or any other electronic system.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, 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 program me or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

Cyber / Virus Clarification Clause GC-CBR- F0002 Ed.1 V.1

Property damage under this policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software in particular and detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this policy:

- a. Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation or the original structure, and any business interruption losses resulting from such loss or damage notwithstanding this exclusion loss or damage to data or software which is the direct consequence of insured physical damage to substance of property shall be covered.
- b. Loss or damage resulting from an impairment in the function, available range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

CL 370 10/11/03 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause GC-TRR-F0003 Ed.1 V.1

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 cause 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 installation, reactor or other nuclear assembly or nuclear component thereof
 - 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.

Termination of Transit Clause (Terrorism) GC-MC-F00014 Ed.1 V.1

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

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far as this Policy 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 the Policy,
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 over side of the goods hereby insured from the oversea 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 Policy 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.
 3. This clause is subject to English law and practice.

Amended 1st Jan 1989 Seepage & Pollution Exclusion Clause GC-POLL-F0002 Ed. 1 V.1

1. This Agreement excludes claims in respect of liability incurred by any original assured for seepage, pollution or contamination
 - a. on or over land or inland waters unless caused by a sudden event or insured on a sudden and accidental basis:
 - b. caused by disposal or dumping of waste.
2. Nevertheless, claims in respect of the following shall not be excluded by this clause:
 - a. control of well policies where such seepage, pollution or contamination follows a well out of control above the surface of the ground or water bottom;
 - b. liability
 - i. under the Offshore Pollution Liability Agreement
 - ii. under the Outer Continental Shelf Lands Act, Federal Water Quality Improvement Act, Arctic Waters Pollution Protection Act
 - iii. for seepage, pollution or contamination from or caused by vessels, craft or their cargoes
 - iv. under aviation policies subject to clauses no less restrictive than AVN 46B;
 - c. general average.

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Amended 1 Jan 1989 Nuclear Energy Risks Exclusion Clause (Marine) GC-POLL-F0003 Ed. 1 V.1

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:
 - a. Nuclear reactors and nuclear power stations or plant.
 - b. Any other premises or facilities concerned with:
 - i. the production of nuclear energy or
 - ii. the production or storage or handling of nuclear fuels or nuclear waste;
 - c. 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.
 - d. 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

