



# Offshore/Specialist Operations Additional Covers

*[Under Rule 4, Section 1 of the Club's Rules]*

## 2022

UK P&I CLUB  
IS MANAGED  
BY **THOMAS  
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In recognition of all seafarers serving during the COVID-19 pandemic as well as supporting the Mission to Seafarers Flying Angels programme.



# Emergency & Out of hours contact

If you need emergency assistance out of office hours and at weekends please call one of the following numbers to speak to an experienced duty claims executive, available 24 hours a day:

**Europe, Middle East  
or Africa**

+44 7768 143 884 or  
+30 6946 68 54 91

**Far East and Australasia**

+852 9195 5459

**North and South America**

+1 201 315 1755

**Japan**

+81 70 2493 8785

To enable the swiftest response to an incident, Members are recommended to call the number which is closest to the time zone in which the incident has occurred.

For non-emergency assistance out of office hours, please advise your usual contact  
<https://www.ukpandi.com/contact/emergency-contacts/>

**Correspondent App**

Essential contact details for our Correspondent network are available in a new app. The app works offline and lists the latest contact details for all our correspondents. The app is available on iPhone, Android or Blackberry. More information on the app is available at [www.ukpandi.com](http://www.ukpandi.com).

## INTRODUCTION

This document contains additional covers available for the UK P&I Club for Mutual Members who operate vessels in the Offshore industries.

The below referenced covers are intended to supplement the Mutual entry and provide insurance for Members in areas where traditionally P&I excludes the risk or operation being undertaken by the entered vessel.

Unless otherwise indicated, words in this document shall have the same meaning as in the Club's Rules.

### Operations covered in this booklet include:

SALVORS EXTENSION COVER	5
OFFSHORE SPECIALIST OPERATIONS COVER	9
OFFSHORE UNDERWATER OPERATIONS COVER	40
OFFSHORE SUPPLY AND TOWING COVER	61

### The topics covered in this booklet include but are not limited to, the following:

- *Anchor Handling*
- *Drilling*
- *Geotechnical coring*
- *Well Workover*
- *Well plug and abandonment*
- *Hydrocarbon processing and throughput*
- *Heavy lift offshore installation / decommissioning*
- *Vessel based lay (S-lay / J-lay / Reel lay)*
- *Air and Saturation Diving*
- *Trenching / deburial / reburial*
- *Unexploded Ordinance disposal*
- *Offshore light construction*
- *Offshore heavy construction*
- *Nitrogen generation and pumping*  
*(as part of pre-commissioning / commissioning)*
- *Compressor and Generator spreads*
- *Inspection / Repair / Maintenance activities*
- *ROV / AUV*
- *Seismic data acquisition*  
*(via streamers or seabed based node assemblies)*
- *Salvage*

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### SECTION 1

#### SALVORS EXTENSION COVER (ABSENT TUG OIL POLLUTION)

##### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship which is or is intended to be used as a salvage ship for which cover is restricted or excluded under Rule 5 (H)(i) in respect of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

##### B. Risks Covered

###### *Salvor's "Absent Tug" Cover – Oil Pollution Risks*

Notwithstanding Rule 1(5), but subject to the GENERAL CONDITIONS set out above, cover is afforded to the Owner on the terms and conditions of the Rules against the risks set out in Rule 2, Section 12 arising out of salvage operations, in the absence of an entered ship, on the terms that the liabilities, costs and expenses do not arise out of or in connection with the use of ships, or out of the Owner's operations on, in, over or under water.

##### C. Terms & Conditions

It is a condition precedent of every insurance on the terms referred to in (B) that the Owner and any company which is a subsidiary or a holding company of the Owner or a subsidiary of the Owner's holding company shall, at the time when the insurance is given and thereafter within thirty days before the beginning of each policy year, apply to enter for insurance in the Club every ship intended to be used in connection with salvage operations of which it is then the Owner or Charterer (on terms that every such application may be accepted in respect of such one or more ships as the Club in its discretion may determine).

This insurance excludes liability, if any, assumed under contract where such liability would not have arisen but for the existence of such contract.

##### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

## Salvors Extension Cover

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agrees however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### 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.

**Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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

## Offshore Specialist Operations Cover

temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### **Limit**

The Club's liability for any and all claims under this cover in respect of any one salvage operation shall be subject to a combined single limit, irrespective of the number of ships in respect of which this cover is afforded by the Club or by any other insurer which participates in the Pooling Agreement, such limit being the limit endorsed upon the Certificate of Entry.

## SECTION 2

### OFFSHORE SPECIALIST OPERATIONS COVER

#### 2.1 Extended P&I For Specialist Operations

##### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) in respect of one or more of the risks set out in Subsection (B) but subject always to the terms and conditions contained in Subsection (C) below.

##### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above,

- a) the Owner of an entered ship which is used for operations of dredging, blasting, pile-driving, well-intervention, cable or pipe laying, construction, installation, maintenance work, core sampling, depositing of spoil, power generation, decommissioning or such other operations as the Managers may determine from time to time (together Specialist Operations) is insured against the risks set out in Rule 2 if and to the extent liabilities, costs and expenses are incurred by the Owner as a consequence of claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations.
- b) Rule 2, Section 14 – Liability arising under certain Indemnities and Contracts

For the purposes of Rule 2 Section 14, contractually assumed liabilities within the scope of the risks set out in Rule 2 are covered hereunder if and to the extent that such liabilities are expressly assumed under a written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which (i) is executed prior to an event giving rise to a claim and (ii) contains terms to the effect that

- i. the Owner and the Owner's contract principal shall each be responsible for loss of or loss of use of or damage to its own property howsoever caused and for personal injury, illness or death of its own employees, howsoever caused, or
- ii. if and so far as the proper law of the written agreement or any law applied by a Court in order to give effect to the written agreement permits, the Owner and the Owner's contract principal shall each indemnify, protect, defend and hold the other harmless from and against any and all claims, actions,

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- suits, proceedings, liabilities, costs, expenses or demands whatsoever arising out of or in connection with loss of or loss of use of or damage to its own property and/or personal injury, illness or death of its own employees, regardless of the act, neglect or default of the other, and
- iii. the indemnity or contract preserves the Owner's right to limit liability.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or services, including any defect or latent defect in the Owner's work, products or services; or
- b) any loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Contractual Liability Exclusion

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those accepted under Rule 2, section 14.

#### Workers' Compensation Exclusions

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the

benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared

## Offshore Specialist Operations Cover

Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.

2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

# Offshore Specialist Operations Cover

## 2.2 Extended Contractual Liability Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) or otherwise under Rule 2, section 14 in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Owner under a written agreement. For the purpose of this cover, a "written agreement" means any written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which is executed prior to an event giving rise to a claim.

- a) Liabilities, costs and expenses which arise as a consequence of naming other persons as additional assureds and waiving rights of subrogation against such persons, where this is required by a written agreement.
- b) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement in respect of personal injury or illness or death of any third parties or in respect of loss of or loss of use of or damage to the property of third parties.
- c) Liabilities, costs and expenses which arise out of any claim or claims made by any employee of the Owner against any party to a written agreement on the basis of the "borrowed servant" doctrine.
- d) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship.

### Endorsements

- i. Where any proceedings are commenced or claims are made by any additional assured or the Owner against the Owner or any other additional assured, this cover shall apply as if a separate Certificate of Entry had been issued to each assured.
- ii. Where any proceedings are commenced or claims are made against the Owner and/or any additional assureds, this cover shall apply as if a separate Certificate of Entry had been issued to each assured, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- iii. Where this cover is prejudiced as a result of the acts or omissions of the Owner or any person for whom it is, was, may be or may have

been responsible, this cover shall subsist for the benefit of any person or persons named as additional assureds provided that any additional assured claiming the benefit of this provision is not privy to any such acts or omissions.

- iv. This cover is not prejudiced by the fact that the Owner or any additional assured has waived its rights or is otherwise not entitled to limit its liability in accordance with any law, statute or convention in force which provides for limitation of liability in the circumstances of the occurrence giving rise to a claim, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- v. This cover shall be deemed to be primary in relation to those contractual liabilities assumed by the Owner which may be the subject of separate insurance carried by the other party or parties to the written agreement.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing, Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
- b) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or services, including any defect or latent defect in the Owner's work, products or services; or
- c) any loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Workers' Compensation Exclusions

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the

## Offshore Specialist Operations Cover

United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or clean-up and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **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.

**Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
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  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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,

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- 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

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### War Risks Extension

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This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

## Offshore Specialist Operations Cover

### **Limit**

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

# Offshore Specialist Operations Cover

## 2.3 Care, Custody or Control Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) or otherwise under Rule 2, section 14 in respect of one or more of the risks set out in Subsection (B) but subject always to the terms and conditions contained in Subsection (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Owner under a written agreement. For the purpose of this cover, a "written agreement" means any written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which is executed prior to an event giving rise to a claim.

- a) Liabilities for personal injury, illness or death of any person, other than employees of the Owner however deemed to be in its care, custody or control.
- b) Liability for loss of or loss of use of or damage by property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.
- c) Liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or clean up and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing, Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
- b) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or services, including any defect or latent defect in the Owner's work, products or services; or
- c) any loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but*

## Offshore Specialist Operations Cover

*is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **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

## Offshore Specialist Operations Cover

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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;

## Offshore Specialist Operations Cover

- C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
- 4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
- 5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;

## Offshore Specialist Operations Cover

- ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## 2.4 Completed Operations Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) in respect of one or more of the risks set out in Subsection (B) but subject always to the terms and conditions contained in Subsection (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

- a) Cover is extended to the Owner of an entered ship in respect of liabilities, costs and expenses arising out of property damage or personal injury of a third party once the contracted operations performed by the entered ship have ceased or abandoned, PROVIDED ALWAYS that the Owner shall advise the Managers in writing of any claim arising under this Section 2.4 during the period of entry in the Club or within 24 months of the date of termination or cessation of the entry in the Club, unless such period shall have been extended by agreement between the Owner and the Managers in writing.
- b) The cover provided under this Section 2.4 shall only be provided as an addition to cover provided under Sections 2.2 and 2.3.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
- b) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or services, including any defect or latent defect in the Owner's work, products or services; or
- c) any loss of or damage to the Contract Work  
*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed*

## Offshore Specialist Operations Cover

*under the contract in respect of which the services or operations are performed by or from the entered ship.]*

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those accepted under Rule 2, section 14.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or cleanup and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Contractually Assumed Liability for Complete Operations**

There shall be no recovery for any and/or all contractually assumed liabilities in respect of completed operations which would not have arisen but for the existence of the contract.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly

## Offshore Specialist Operations Cover

- arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
  3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
    - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
    - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
    - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
  4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
  5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### **War Risks Extension**

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

## Offshore Specialist Operations Cover

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

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## 2.5 Marine Employers' Liability Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) in respect of one or more of the risks set out in Subsection (B) but subject always to the terms and conditions contained in Subsection (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

Notwithstanding Rule 1 Section 5 of the Club's Rules, cover is provided in respect of the liabilities, costs and expenses specified in Rule 2 Sections 2 to 5(A), 6 and 9 to the extent that such liabilities, costs and expenses are incurred in relation to any employee of the Owner within the categories set out in paragraphs (a), (b) and (c) below, notwithstanding that such employee may not be a seafarer within the scope of the Rules.

- a) Employees of the Owner who are seafarers habitually assigned to an entered ship but who, in the course of their employment, are carrying out work, services or operations other than on, in or from an entered ship.
- b) Employees of the Owner who are not seafarers habitually assigned to an entered ship but who, in the course of their employment, are carrying out work, services or operations on, in or from an entered ship.
- c) Any other employee of the Owner not being an employee within the categories set out in (a) or (b), who is deemed to be a seafarer by a court having jurisdiction in respect of the claim.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing, Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
- b) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or

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- services, including any defect or latent defect in the Owner's work, products or services; or
- c) any loss of or damage to the Contract Work.
- [For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those accepted under Rule 2, section 14.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation Act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the

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Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or cleanup and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.

## Offshore Specialist Operations Cover

5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.
- All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

a) Cancellation

This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

b) Automatic Termination of Cover

Whether or not notice of cancellation has been given this extension of cover shall terminate automatically

- i. upon 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;
- ii. in respect of any ship in the event of such ship being requisitioned either for title or use.

c) Five Powers War Exclusion

This extension of cover excludes loss damage liability or expense arising from:

- i. 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;
- ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## 2.6 Excess Liability Cover (bespoke)

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(iii) in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

**Bespoke Risks:** *(to be agreed in writing between the Owner and the Managers).*

### C. Terms & Conditions (TBA)

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above, unless otherwise agreed in writing between the Owner and the Managers.

#### Work, Products and Services Exclusions

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing, Specialist Operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
- b) the failure to perform such specialist operations by the Owner or the fitness for purpose and quality of the Owner's work, products or services, including any defect or latent defect in the Owner's work, products or services; or
- c) any loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Seabed Structures Exclusion

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent

## Offshore Specialist Operations Cover

that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Down-hole Equipment Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses arising out of loss of or loss of use, whether temporary or permanent, of or damage to down-hole equipment.

### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation Act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Owner.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or cleanup and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the

## Offshore Specialist Operations Cover

liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.

3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### **War Risks Extension**

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

## Offshore Specialist Operations Cover

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i.* upon 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;
  - ii.* in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i.* 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;
  - ii.* requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

# Offshore Underwater Operations Cover

## SECTION 3

### OFFSHORE UNDERWATER OPERATIONS COVER

#### 3.1 Extended P&I For Underwater Operations

##### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(v) in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

##### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover is extended to an Owner of an entered ship which is used for underwater operations in respect of the risks, liabilities, costs or expenses set out below.

- a) The Owner of an entered ship which is used for or in connection with the operations of submarines or underwater vessels or equipment, or for or in connection with professional or commercial diving operations (together "Underwater Operations") is insured against the risks set out in Rule 2 for liabilities, costs and expenses arising out of or in connection with the underwater operations.
- b) Rule 2, Section 14 – Liabilities arising under certain Indemnities and Contracts
  - i. For the purposes of Rule 2 Section 14, contractually assumed liabilities are covered hereunder if and to the extent that such liabilities are expressly assumed under a written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which (i) is executed prior to an event giving rise to a claim and (ii) contains terms to the effect that
  - ii. the Owner and the Owner's contract principal shall each be responsible for loss of or loss of use of or damage to its own property howsoever caused and for personal injury, illness or death of its own employees, howsoever caused, or
  - iii. if and so far as the proper law of the written agreement or any law applied by a Court in order to give effect to the written agreement permits, the Owner and the Owner's contract principal shall each indemnify, protect defend and hold the other harmless from and against any and all claims, actions, suits, proceedings, liabilities, costs, expenses or demands whatsoever arising out of or in connection with loss of or loss of use of or damage to its own property and/or personal injury, illness or death of its own employees, regardless of the act, neglect or default of the other, and

- iv. the indemnity or contract preserves the Owner's right to limit liability.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Employee Benefits Exclusions (divers)

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefit of any diver employed by the Owner.

#### Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing underwater operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the failure to perform such underwater operations by the Owner or the fitness for purpose and/or quality of the Owner's work, products or services, or any defect or latent defect in the Owner's work, products or services or
- b) loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Contractual Liability Exclusion

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in either paragraph B(ii) above.

#### Workers' Compensation Exclusions

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremens' and Harbour Workers' Compensation Act and/or the United States Federal Employees' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

## Offshore Underwater Operations Cover

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation Act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly

## Offshore Underwater Operations Cover

- arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
  3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
    - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
    - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
    - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
  4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
  5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### **War Risks Extension**

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

## Offshore Underwater Operations Cover

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## 3.2 Extended Contractual Liability Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(v) or otherwise under Rule 2, section 14 in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover is extended to an Owner of an entered ship which is used for underwater operations in respect of the risks, liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Owner under a written agreement. For the purpose of this cover, a "written agreement" means any written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which is executed prior to an event giving rise to a claim.

- a) Liabilities, costs and expenses which arise as a consequence of naming other persons as additional assureds and waiving rights of subrogation against such persons, where this is required by a written agreement.
- b) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement in respect of personal injury or illness or death of any third parties or in respect of loss of, or loss of use of, or damage to the property of any third party.
- c) Liabilities, costs and expenses which arise out of any claim or claims made by any employee of the Owner against any party to a written agreement on the basis of the "borrowed servant" doctrine.
- d) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship.

### Endorsements

- i. Where any proceedings are commenced or claims are made by any additional assured or the Owner against the Owner or any other additional assured, this cover shall apply as if a separate Certificate of Entry had been issued to each assured.
- ii. Where any proceedings are commenced or claims are made against the Owner and/or any additional assureds, this cover shall apply as if a separate Certificate of Entry had been issued to each assured, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.

## Offshore Underwater Operations Cover

- iii. Where this cover is prejudiced as a result of the acts or omissions of the Owner or any person for whom it is, was, may be or may have been responsible. This cover shall subsist for the benefit of any person or persons named as additional assureds provided that any additional assured claiming the benefit of this provision is not privy to any such acts or omissions.
- iv. This cover is not prejudiced by the fact that the Owner or any additional assured has waived its rights or is otherwise not entitled to limit its liability in accordance with any law, statute or convention in force which provides for limitation of liability in the circumstances of the occurrence giving rise to a claim, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- v. This cover shall be deemed to be primary in relation to those contractual liabilities assumed by the Owner which may be the subject of separate insurance carried by the other party or parties to the written agreement.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### **Employee Benefits Exclusions (divers)**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefit of any diver employed by the Owner.

#### **Work, Products and Services Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing underwater operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the failure to perform such underwater operations by the Owner or the fitness for purpose and/or quality of the Owner's work, products or services, or any defect or latent defect in the Owner's work, products or services or
- b) loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremens' and Harbour Workers' Compensation Act and/or the United States Federal Employees' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **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

## Offshore Underwater Operations Cover

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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
- 5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.
- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

## Offshore Underwater Operations Cover

### **Limit**

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## 3.3 Completed Operations Cover

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(v) in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

- a) Cover is extended to the Owner of an entered ship in respect of liabilities, costs and expenses arising out of property damage or personal injury of a third party once the contracted operations performed by the entered ship have ceased or abandoned, PROVIDED ALWAYS that the Owner shall advise the Managers in writing of any claim arising under this Section 3.3 during the period of entry in the Club or within 24 months of the date of termination or cessation of the entry in the Club, unless such period shall have been extended by agreement between the Owner and the Managers in writing.
- b) The cover provided under this Section 3.3 shall only be provided as an addition to cover provided under Sections 3.1 and 3.2.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above.

#### Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing underwater operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the failure to perform such underwater operations by the Owner or the fitness for purpose and/or quality of the Owner's work, products or services, or any defect or latent defect in the Owner's work, products or services or
- b) loss of or damage to the Contract Work.

*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

## Offshore Underwater Operations Cover

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those accepted under Rule 2, section 14.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or cleanup and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Contractually Assumed Liability for Complete Operations**

There shall be no recovery for any and/or all contractually assumed liabilities in respect of completed operations which would not have arisen but for the existence of the contract.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:

## Offshore Underwater Operations Cover

- A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

a) Cancellation

This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

## Offshore Underwater Operations Cover

- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### **Limit**

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

# Offshore Underwater Operations Cover

## 3.4 Excess Liability Cover (bespoke)

### A. General Conditions

Pursuant to Rules 3 and 4, Section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for which cover is restricted or excluded under Rule 5 (H)(v) in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

**Bespoke Risks:** *(to be agreed in writing between the Owner and the Managers).*

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above, unless otherwise expressly agreed in writing between the Owner and the Managers.

#### Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing underwater operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the failure to perform such underwater operations by the Owner or the fitness for purpose and/or quality of the Owner's work, products or services, or any defect or latent defect in the Owner's work, products or services or
- b) loss of or damage to the Contract Work.  
*[For the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Seabed Structures Exclusion

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Down-hole Equipment Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses arising out of loss of or loss of use, whether temporary or permanent, of or damage to down-hole equipment.

### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or

## Offshore Underwater Operations Cover

cleanup and/or containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:

## Offshore Underwater Operations Cover

- A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

a) Cancellation

This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

## Offshore Underwater Operations Cover

- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## SECTION 4

### OFFSHORE SUPPLY AND TOWING COVER

#### 4.1(a) Towage Of An Entered Ship - Extended Contractual Liability Cover

##### A. General Conditions

Pursuant to Rules 3 and 4, section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for liability in connection with towage of an entered ship or otherwise under Rule 2, section 14 in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

##### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner of an entered ship being towed to include liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Owner under a written agreement. For the purpose of this cover, a "written agreement" means any written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which is executed prior to an event giving rise to a claim.

- a) Liabilities, costs and expenses which arise as a consequence of naming other persons as additional assureds and waiving rights of subrogation against such persons, where this is required by a written agreement.
- b) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement in respect of personal injury or illness or death of any third parties.
- c) Liabilities, costs and expenses which arise out of any claim or claims made by any employee of the Owner against any party to a written agreement on the basis of the "borrowed servant" doctrine.
- d) Liabilities, costs and expenses in respect of cargo or other property intended to be or being or having been carried on the entered ship and the proportion of general average which the Owner cannot recover solely by reason of a breach of the contract of carriage, to the extent that either such liabilities, costs and expenses or such loss would not have been incurred or payable had the cargo or property been carried on terms no less favourable to the Owner than the Club's standard terms of carriage as set out in proviso (a) to Rule 2, Section 17.
- e) Liabilities, costs and expenses for loss of, or damage to, or wreck removal of the ship or object towing the entered ship or any property on board that ship or object to the extent that such liability is

## Offshore Supply and Towing Cover

incurred otherwise than in accordance with the terms and conditions set out in Rule 2, section 13(B).

- f) Liability, costs and expenses for personal injury, illness or death arising out of towage of the entered ship to the extent that such liability is incurred otherwise than in accordance with the terms and conditions set out in Rule 2, section 13 (B).
- g) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement, in respect of loss of, or loss of use of, or damage to the property of any third party other than such property as is referred to in paragraph (d) above.
- h) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship.

### Endorsements

- i. Where any proceedings are commenced or claims are made by any additional assured or the Owner against the Owner or any other additional assured, this cover shall apply as if a separate Certificate of Entry had been issued to each assured.
- ii. Where any proceedings are commenced or claims are made against the Owner and/or any additional assureds, this cover shall apply as if a separate Certificate of Entry had been issued to each assured, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- iii. Where this cover is prejudiced as a result of the acts or omissions of the Owner or any person for whom it is, was, may be or may have been responsible. This cover shall subsist for the benefit of any person or persons named as additional assureds provided that any additional assured claiming the benefit of this provision is not privy to any such acts or omissions.
- iv. This cover is not prejudiced by the fact that the Owner or any additional assured has waived its rights or is otherwise not entitled to limit its liability in accordance with any law, statute or convention in force which provides for limitation of liability in the circumstances of the occurrence giving rise to a claim, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- v. This cover shall be deemed to be primary in relation to those contractual liabilities assumed by the Owner which may be the subject of separate insurance carried by the other party or parties to the written agreement.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk Covered in (B) above.

#### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

#### **Down-hole Equipment Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses arising out of loss of or loss of use, whether temporary or permanent, of or damage to down-hole equipment.

#### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

#### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

#### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

#### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover.

#### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in

## Offshore Supply and Towing Cover

operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified

## Offshore Supply and Towing Cover

- instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
    - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
    - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
    - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
  4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
  5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

- a) Cancellation  
This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective

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on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

b) Automatic Termination of Cover

Whether or not notice of cancellation has been given this extension of cover shall terminate automatically

- i. upon 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;
- ii. in respect of any ship in the event of such ship being requisitioned either for title or use.

c) Five Powers War Exclusion

This extension of cover excludes loss damage liability or expense arising from

- i. 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;
- ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

### 4.1(b) Towage By An Entered Ship - Extended Contractual Liability Cover

#### A. General Conditions

Pursuant to Rules 3 and 4, section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for liability in connection with towage, or supply, by an entered ship or otherwise under Rule 2, section 14 in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

#### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner of an entered ship which is used for supplying and/ or towing to include, liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Owner under a written agreement or arise out of the towage of another ship or object by the entered ship. For the purpose of this cover, a "written agreement" means any written agreement relating to facilities or services provided or to be provided to or in connection with an entered ship which is executed prior to an event giving rise to a claim.

- a) Liabilities, costs and expenses which arise as a consequence of naming other persons as additional assureds and waiving rights of subrogation against such persons, where this is required by a written agreement.
- b) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement in respect of personal injury or illness or death of any third parties.
- c) Liabilities, costs and expenses which arise out of any claim or claims made by any employee of the Owner against any party to a written agreement on the basis of the "borrowed servant" doctrine.
- d) Liabilities, costs and expenses in respect of cargo or other property intended to be or being or having been carried on the entered ship and the proportion of general average which the Owner cannot recover solely by reason of a breach of the contract of carriage, to the extent that either such liabilities, costs and expenses or such loss would not have been incurred or payable had the cargo or property been carried on terms no less favourable to the Owner than the Club's standard terms of carriage as set out in proviso (a) to Rule 2, Section 17.
- e) Liabilities, costs and expenses for loss of, or damage to, or wreck removal of a towed object or any property on board the towed object to the extent that such liability is incurred otherwise than in accordance with the terms and conditions set out in Rule 2, section 13 (C).
- f) Liabilities, costs and expenses for personal injury, illness or death arising out of towage by the entered ship to the extent that such

## Offshore Supply and Towing Cover

liability is incurred otherwise than in accordance with the terms and conditions set out in Rule 2, section 13 (C).

- g) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement, in respect of loss of, or loss of use of, or damage to the property of any third party other than such property as is referred to in paragraph (d) above.
- h) Liabilities, costs and expenses arising out of any obligation assumed under a written agreement which would not have arisen but for the existence of that agreement relating to the raising, removal, destruction, lighting or marking of the wreck of an entered ship.

### Endorsements

- i. Where any proceedings are commenced or claims are made by any additional assured or the Owner against the Owner or any other additional assured, this cover shall apply as if a separate Certificate of Entry had been issued to each assured.
- ii. Where any proceedings are commenced or claims are made against the Owner and/or any additional assureds, this cover shall apply as if a separate Certificate of Entry had been issued to each assured, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- iii. Where this cover is prejudiced as a result of the acts or omissions of the Owner or any person for whom it is, was, may be or may have been responsible. This cover shall subsist for the benefit of any person or persons named as additional assureds provided that any additional assured claiming the benefit of this provision is not privy to any such acts or omissions.
- iv. This cover is not prejudiced by the fact that the Owner or any additional assured has waived its rights or is otherwise not entitled to limit its liability in accordance with any law, statute or convention in force which provides for limitation of liability in the circumstances of the occurrence giving rise to a claim, provided always that this provision shall not operate to increase the limit of liability of the Club endorsed upon the Certificate of Entry.
- v. This cover shall be deemed to be primary in relation to those contractual liabilities assumed by the Owner which may be the subject of separate insurance carried by the other party or parties to the written agreement.

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk Covered in (B) above.

### **Seabed Structures Exclusion**

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Down-hole Equipment Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses arising out of loss of or loss of use, whether temporary or permanent, of or damage to down-hole equipment.

### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

### **Underwater Operations Exclusion**

Cover in respect of risks relating to Underwater Operations is not given under this insurance but only in accordance with the terms and conditions of Underwater Operations Cover.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry

## Offshore Supply and Towing Cover

### Penalty Clause Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### 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.

### Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.

## Offshore Supply and Towing Cover

3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;
  - B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Clause as follows:

a) Cancellation

This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to

## Offshore Supply and Towing Cover

reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

## 4.2 Excess Liability Cover (bespoke)

### A. General Conditions

Pursuant to Rules 3 and 4, section 1 of the Club's Rules, cover is afforded to the Owner of an entered ship for liability in connection with towage by, or supply by, an entered ship, in respect of one or more of the risks set out in (B) but subject always to the terms and conditions contained in (C) below.

### B. Risks Covered

Subject to the GENERAL CONDITIONS set out above, cover hereunder is extended to an Owner to include liabilities, costs or expenses set out below.

**Bespoke Risks:** *(to be agreed in writing between the Owner and the Managers).*

### C. Terms & Conditions

The following terms and conditions apply to all and any of the Risk(s) Covered in (B) above, unless otherwise expressly agreed in writing between the Owner and the Managers.

#### Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Owner during the course of performing towing or supplying operations to the extent that such liabilities, costs and expenses arise as a consequence of:

- a) the fitness for purpose and/or quality of the Owner's work, products or services, or any defect or latent defect in the Owner's work, products or services or
- b) loss of or damage to the Contract Work.

*[for the purpose of this insurance, Contract Work shall include but is not limited to any service provided under the contract and all and every part of the materials, components, equipment, machinery or other property or objects intended to be part of the work completed under the contract in respect of which the services or operations are performed by or from the entered ship.]*

#### Seabed Structures Exclusion

There shall be no recovery for any and/or all liabilities for loss of or loss of use of or damage to or caused by structures which are or can be fixed, whether temporarily or permanently, to the seabed and which are in the care, custody or control of the Owner in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

## Offshore Supply and Towing Cover

### **Down-hole Equipment Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses arising out of loss of or loss of use, whether temporary or permanent, of or damage to down-hole equipment.

### **Employee Benefits Exclusions**

There shall be no recovery for any and/or all liabilities arising out of any act or omission of the Owner, whether negligent or otherwise, or of any other person for whom the Owner is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Owner.

### **Contractual Liability Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities which would not have arisen but for the existence of the contract other than those set out in and accepted under the conditions set out in (B) above.

### **Workers' Compensation Exclusions**

*United States* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner or to any third party who is the statutory assignee of any employee of the Owner, under, or in consequence of any default under, the workers' compensation laws of any of the States of the United States, the United States Longshoremen's and Harbour Workers' Compensation Act, or any other similar act, law or scheme in force or in operation in any of the States of the United States or under the federal jurisdiction of the United States.

*Other Jurisdictions* - There shall be no recovery for any and/or all liabilities for the payment of compensation and/or damages and/or benefits to or for the benefit of any employee of the Owner under any workers' compensation act, law or scheme in force or in operation in any other jurisdiction, unless and to the extent that the terms, conditions and limit of such cover are agreed between the Owner and the Managers and endorsed upon the Certificate of Entry.

### **Penalty Clause Exclusion**

There shall be no recovery for any and/or all liabilities, costs and expenses incurred as a result of the operation of any penalty clause or liquidated damages agreement, or any performance bond or guarantee, or any agreement in respect of tax or any other revenue liabilities.

### **Care, Custody, Control Exclusion**

There shall be no recovery for any and/or all contractually assumed liabilities for personal injury, illness or death of any person other than employees of the Owner and/or for loss of or loss of use of or damage to or caused by property owned by, or employees of, persons other than the Owner howsoever deemed to be in its care, custody or control and/or liabilities, costs and expenses incurred as a result of seepage and/or pollution and/or cleanup and/or

containment of substances emanating from property owned by persons other than the Owner howsoever deemed to be in its care, custody or control.

### **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.

### **Exclusion of Communicable Disease risks following a Public Health Emergency of International Concern (PHEIC) (based on market cover JL2021-014)**

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

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.
2. The exclusion in paragraph 1 above will not apply to any liability of the Assured otherwise covered by this insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the Assured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.
3. However even if the requirements of paragraph 2 above are met, no coverage will be provided under this insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether

## Offshore Supply and Towing Cover

- the measures are preventative or remedial;
- B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.
4. For the purpose of this Clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism 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.
5. This endorsement shall not extend this insurance to cover any liability which would not have been covered under this insurance had this endorsement not been attached.

All other terms, conditions and limitations of the insurance remain the same.

### War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Rule 5(E).

However, in no case shall this extension cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from any chemical, biological, biochemical or electromagnetic weapon.

This extension is subject to the Notice of Cancellation Automatic Termination of Cover and Five Powers War Exclusion Rule as follows:

a) Cancellation

This extension of cover may be cancelled by either the Club or the Owner giving 7 days' notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Club). The Club agree however to reinstate cover, if required, at terms to be agreed between the Club and the Owner, prior to the expiry of such notice of cancellation.

## Offshore Supply and Towing Cover

- b) Automatic Termination of Cover  
Whether or not notice of cancellation has been given this extension of cover shall terminate automatically
  - i. upon 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;
  - ii. in respect of any ship in the event of such ship being requisitioned either for title or use.
- c) Five Powers War Exclusion  
This extension of cover excludes loss damage liability or expense arising from:
  - i. 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;
  - ii. requisition either for title or use.

### Limit

The Club's liability for any and all claims under this insurance shall, unless otherwise specifically agreed, be subject to a combined single limit of liability each accident or occurrence or series of accidents or occurrences arising out of any one event, such limit being the limit of liability endorsed upon the Certificate of Entry.

# Essential Club Information Online

## **UK Club ships & your claims contacts**

Identify the appropriate UK Club contact for a ship by using the UK Club's list of ships published on [www.ukpandi.com](http://www.ukpandi.com).

The 'Ship Finder' option on the home page will locate an entered ship record listing its essential details including its primary claims handling team.

## **Latest Updates emails**

The Club sends a weekly update email providing all the latest information and industry news. Direct to your inbox are the latest issued circulars, advisories and loss prevention bulletins. To subscribe to this email update visit the Club website and select 'Sign up for our weekly email updates' from the home page.

## **Circulars & advisories**

Many Club circulars and advisories are only sent electronically to ensure speedy advice. All circulars are incorporated in our Latest Update emails. The most recent circulars are listed on the website home page under 'Latest Circulars'.

## **Thomas Miller Connect - delivering 24/7 access to claims & underwriting data**

The UK P&I Club in conjunction with the TT Club and UK Defence Club has launched an online services platform to enhance online services and data access for members and their brokers. The bespoke online portal offers members and their brokers significantly enhanced online services with access to essential data 24/7 from any device or phone.

The platform is packed full of features designed to take the hassle out of managing your insurance

- Thomas Miller Connect is safe & secure.
- 24/7 Access to all insurance documentation.
- View & manage your insurance in one place with quick access to policy documentation to payments and debit notes. Links to essential documentation.
- Check Premium and Contra balances online
- Download claims records direct from the system to multiple file formats.
- Completed and submit application forms for Bluecards or MLC online

Your usual underwriting contact will facilitate access to the platform.

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