



Offshore Additional Covers

[Under Clause 4 of the Club's Charterers Terms & Conditions]

2021



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.

INTRODUCTION

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

Unless otherwise indicated, words in this document shall have the same meaning as in the Club's Charterers Terms & Conditions.

Operations covered in this booklet include:

OFFSHORE SPECIALIST OPERATIONS COVER	5
OFFSHORE UNDERWATER OPERATIONS COVER	34
OFFSHORE SUPPLY AND TOWING COVER	53

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)

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SECTION 1

OFFSHORE SPECIALIST OPERATIONS COVER

1.1 Extended P&I For Specialist Operations

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured 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 Clause 2 if and to the extent liabilities, costs and expenses are incurred by the Assured 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) Clause 2, Section 10 – Liability arising under certain Indemnities and Contracts

For the purposes of Clause 2 Section 10, contractually assumed liabilities within the scope of the risks set out in Clause 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 Assured and the Assured'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 Assured and the Assured's contract principal shall each indemnify, protect, defend and hold the

Offshore Specialist Operations Cover

- 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
- iii. the indemnity or contract preserves the Assured'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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or services, including any defect or latent defect in the Assured'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 Clause 2, section 10.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 is only given in accordance with the terms and conditions of Underwater Operations Cover where this has been selected by the Assured.

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.

Offshore Specialist Operations Cover

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

Offshore Specialist Operations Cover

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

1.2 Extended Contractual Liability Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 5 (H)(iii) or otherwise under Clause 2, section 10 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 Assured to include liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Assured 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 Assured 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 Assured against the Assured 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 Assured 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 Specialist Operations Cover

- iii. Where this cover is prejudiced as a result of the acts or omissions of the Assured or any person for whom he 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 Assured or any additional assured has waived his rights or is otherwise not entitled to limit his 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 Assured 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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or services, including any defect or latent defect in the Assured'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

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of any employee of the Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured.

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 Assured 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 Assured howsoever deemed to be in his 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 Assured however deemed to be in his 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
 - or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 agrees however to reinstate cover, if required, at terms to be agreed between the Club and the Assured, 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.

1.3 Care, Custody or Control Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 5 (H)(iii) or otherwise under Clause 2, section 10 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 Assured to include liabilities, costs or expenses set out below to the extent that they are expressly assumed by the Assured 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 Assured however deemed to be in his care, custody or control.
- b) Liability for loss of or loss of use of or damage by property owned by persons other than the Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or

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- services, including any defect or latent defect in the Assured'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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured.

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 Assured in any manner whatsoever, unless and to the extent

that the terms, conditions and limit of such cover is agreed between the Assured 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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

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War Risks Extension

Cover hereunder is extended to restore cover for liabilities, losses, costs or expenses otherwise excluded by Clause 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, bio-chemical 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 Assured 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 Assured, 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.

1.4 Completed Operations Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured to include liabilities, costs or expenses set out below.

- a) Cover is extended to the Assured 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 Assured shall advise the Managers in writing of any claim arising under this Section 1.4 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 Assured and the Managers in writing.
- b) The cover provided under this Section 1.4 shall only be provided as an addition to cover provided under Sections 1.2 and 1.3.

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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or services, including any defect or latent defect in the Assured'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

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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 Clause 2, section 10.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured.

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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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.

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Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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;

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- 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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1.5 Marine Employers' Liability Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured to include liabilities, costs or expenses set out below.

Notwithstanding Clause 1 Section 4 of the Club's Charterers Terms & Conditions, cover is provided in respect of the liabilities, costs and expenses specified in Clause 2 Sections 2(B) & 5 to the extent that such liabilities, costs and expenses are incurred in relation to any employee of the Assured within the categories set out in paragraphs (a), (b) and (c) below, notwithstanding that such employee may not be a seaman within the scope of the Charterers Terms & Conditions.

- a) Employees of the Assured who are 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 Assured who are not 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 Assured not being an employee within the categories set out in (a) or (b), who is deemed to be a seaman 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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or services, including any defect or latent defect in the Assured'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 Clause 2, section 10.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured.

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

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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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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

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- 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.

1.6 Excess Liability Cover (bespoke)

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured to include liabilities, costs or expenses set out below.

Bespoke Risks: *(to be agreed in writing between the Assured 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 Assured 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 Assured 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 Assured or the fitness for purpose and quality of the Assured's work, products or services, including any defect or latent defect in the Assured'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

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temporarily or permanently, to the seabed and which are in the care, custody or control of the Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured.

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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);

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- b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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,

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- 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 2

OFFSHORE UNDERWATER OPERATIONS COVER

2.1 Extended P&I For Underwater Operations

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured of an entered ship which is used for underwater operations in respect of the risks, liabilities, costs or expenses set out below.

- a) The Assured 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 Clause 2 for liabilities, costs and expenses arising out of or in connection with the underwater operations.
- b) Clause 2, Section 10 – Liabilities arising under certain Indemnities and Contracts
 - i. For the purposes of Clause 2 Section 10, 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 Assured and the Assured'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 Assured and the Assured'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 the 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 Assured'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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefit of any diver employed by the Assured.

Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Assured 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 Assured or the fitness for purpose and/or quality of the Assured's work, products or services, or any defect or latent defect in the Assured'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 Assured or to any third party who is the statutory assignee of any employee of the Assured, under, or in consequence

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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 Assured 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 Assured 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

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- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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:

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- 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.

2.2 Extended Contractual Liability Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 5 (H)(v) or otherwise under Clause 2, section 10 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 Assured 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 Assured 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 Assured 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 Assured against the Assured 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 Assured 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.

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- iii. Where this cover is prejudiced as a result of the acts or omissions of the Assured or any person for whom he 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 Assured or any additional assured has waived his rights or is otherwise not entitled to limit his 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 Assured 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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefit of any diver employed by the Assured.

Work, Products and Services Exclusion

There shall be no recovery for any and/or all liabilities, costs and expenses incurred by an Assured 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 Assured or the fitness for purpose and/or quality of the Assured's work, products or services, or any defect or latent defect in the Assured'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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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

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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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, prior to the expiry of such notice of cancellation.

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- 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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2.3 Completed Operations Cover

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured to include liabilities, costs or expenses set out below.

- a) Cover is extended to the Assured 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 Assured shall advise the Managers in writing of any claim arising under this Section 2.3 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 Assured and the Managers in writing.
- b) The cover provided under this Section 2.3 shall only be provided as an addition to cover provided under Sections 2.1 and 2.2.

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 Assured 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 Assured or the fitness for purpose and/or quality of the Assured's work, products or services, or any defect or latent defect in the Assured'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 accepted under Clause 2, section 10.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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

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care, custody or control of the Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
 - or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;

- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

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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 Excess Liability Cover (bespoke)

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for which cover is restricted or excluded under Clause 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 Assured to include liabilities, costs or expenses set out below.

Bespoke Risks: *(to be agreed in writing between the Assured 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 Assured 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 Assured 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 Assured or the fitness for purpose and/or quality of the Assured's work, products or services, or any defect or latent defect in the Assured'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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured and the Managers and endorsed upon the Certificate of Entry.

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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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

SECTION 3

OFFSHORE SUPPLY AND TOWING COVER

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

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for liability in connection with towage of an entered ship or otherwise under Clause 2, section 10 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 Assured 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 Assured 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 Assured 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 Assured 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 Assured than the Club's standard terms of carriage as set out in proviso (a) to Clause 2, section 14.

Offshore Supply and Towing Cover

- 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 incurred otherwise than in accordance with the terms and conditions set out in Clause 2, section 9(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 Clause 2, section 9 (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 Assured against the Assured 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 Assured 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 Assured or any person for whom he 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 Assured or any additional assured has waived his rights or is otherwise not entitled to limit his 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 Assured 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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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 where this has been selected by the Assured.

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

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of any employee of the Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or

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- c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
 - 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;
 - 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.
- 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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

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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.

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

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured of an entered ship for liability in connection with towage, or supply, by an entered ship or otherwise under Clause 2, section 10 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 Assured 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 Assured 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 Assured 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 Assured 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 Assured than the Club's standard terms of carriage as set out in proviso (a) to Clause 2, section 14.
- 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 Clause 2, section 9(C).

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- f) Liabilities, costs and expenses for personal injury, illness or death arising out of towage by the entered ship to the extent that such liability is incurred otherwise than in accordance with the terms and conditions set out in Clause 2, section 9(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 Assured against the Assured 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 Assured 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 Assured or any person for whom he 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 Assured or any additional assured has waived his rights or is otherwise not entitled to limit his 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 Assured 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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured 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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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 where this has been selected by the Assured.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured under any workers' compensation

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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 Assured 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;

- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

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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 Excess Liability Cover (bespoke)

A. General Conditions

Pursuant to Clause 4 of the Club's Charterers Terms & Conditions, cover is afforded to the Assured 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 Assured 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 Assured 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 Assured's work, products or services, or any defect or latent defect in the Assured'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 Assured in any manner whatsoever, unless and to the extent that the terms, conditions and limit of such cover is agreed between the Assured and the Managers and endorsed upon the Certificate of Entry.

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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 Assured, whether negligent or otherwise, or of any other person for whom the Assured is, was, may be or may have been legally responsible, in connection with any employee benefits of any employee of the Assured.

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 Assured or to any third party who is the statutory assignee of any employee of the Assured, 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 Assured 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 Assured 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 Assured 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 Assured howsoever deemed to be in his 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 Assured howsoever deemed to be in his 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.

Coronavirus Exclusion Clause LMA5395

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

- 1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of
 - a) Coronavirus disease (COVID-19);
 - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);or
 - c) any mutation or variation of SARS-CoV-2; or from any fear or threat of (a), (b) or (c) above;
- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for (a), (b) or (c) above;

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- 3) any 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 any of (a), (b) or (c) above or the fear or the threat thereof.

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 Clause 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, bio-chemical 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 Assured 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 Assured, 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.

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.

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 new 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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