

Appendix I: Clauses

Clauses referred to in Owners' Certificates of Entry or Endorsement Slips.

This Appendix contains full wordings of clauses which may be incorporated, where contractually agreed, in the terms and conditions on which a ship is entered in the Association by, or on behalf of the Owner, by means of a short form reference to such clause in the Certificate of Entry or in an Endorsement Slip.

Attention is drawn to Rule 5L & Rule 7 concerning the exclusion of the Insurance Act 2015.

1. Charterers' Co-Assureds Clause

This entry is to cover the time and/or voyage and/or slot charterer(s) , being a charterer which is affiliated to or associated with the Member insured under the same entry and named in this Certificate of Entry/Endorsement in respect of claims recoverable under the Rules and terms of entry set out herein.

This entry is subject to the terms of Rule 5(B) and the aggregate amount recoverable from the Association by all such charterer(s) named as co-assured(s) in respect of all claims arising out of any event, or (for cargo claims) any one cargo voyage, is limited to a maximum of US\$350 million, PROVIDED ALWAYS that:

- 1 for any and all claims in respect of oil pollution, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$1,000 million any one event, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii).
- 2 for any and all claims
 - i. in respect of liability to Passengers, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$2,000 million any one event and
 - ii. in respect of liability to Passengers and Seamen, the aggregate amount recoverable by all the joint owners named above shall in no event exceed US\$3,000 million any one event.

Conduct of any one of the parties insured hereunder which is sufficient to bar that insured's right under this entry shall bar the rights of recovery of all the said insureds.

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2. Space Charterers/Consortium Extension Cover Clause

This entry is extended to cover the Owner's liabilities, incurred as space charterer of a Consortium Vessel operating in a consortium identified in the Certificate of Entry/Endorsement, arising out of the carriage of cargo and excluding any physical damage to such a Consortium Vessel, its equipment or containers on board, but only where space is exchanged or shared on a reciprocal basis as defined below. This entry is subject to the Rules and the terms and conditions of entry of the entered ship and the aggregate amount recoverable from the Association under this entry in respect of all claims arising out of any one event, or (for cargo claims) any one cargo voyage, is limited:

- a) in respect of all entered ships employed in the consortium to a maximum of US\$350 million,
- b) where the Owner has ships entered in the Association and any other insurer which is a party to the Pooling Agreement, to that proportion of a maximum of US\$350 million as the claims incurred by the Association bear to the claims incurred by the Association and any such other insurers.

PROVIDED ALWAYS that for any and all claims in respect of oil pollution, the aggregate amount recoverable by the Owner in respect of any one entered ship and any Consortium Vessel shall not exceed US\$1,000 million any one event, and shall be subject to provisos (a) and (b) of Rule 5(B)(ii).

An exchange or sharing a space will be on a reciprocal basis if the intention is that the space given and taken is broadly in balance.

3. War Risks P&I Excess Cover Clause

In accordance with the proviso to Rule 5(E) of the Association's Rules, special cover is provided to the Owner against risks which are excluded from cover solely by virtue of the provisions of Rule 5(E). Unless otherwise agreed in writing, such cover shall be subject to all other terms and conditions of the entered ship and shall be provided upon and subject to the terms of the Director's Resolution dated 3rd February 2020 issued in the Club Circular on War Risks P&I Excess Cover Special Cover under Proviso to Rule 5E.

4. Nickel Ore Clause

It is a condition of this insurance that a Member who intends to load any nickel ore cargoes from ports in Indonesia or the Philippines must provide advance notice to the Managers as early as possible before loading.

Such notice shall be in writing to the Managers and shall include the following information where possible:

- ship name
- port/anchorage of loading and estimated time of arrival
- date of intended loading
- charterer/shipper's details
- agent's details
- a copy of the shipper's cargo declaration and supporting certificates

The Managers may, at their discretion, require that a survey of the cargo be conducted on behalf of the Member to determine the condition of such cargo before loading is allowed to commence which survey may be continued into loading operations.

Unless the Association in its sole discretion otherwise determines, there shall be no recovery from the Association in respect of liabilities, losses, costs or expenses to the extent that such liabilities, losses, costs or expenses result from events relating directly or indirectly to the condition of the cargo where the above specified written notice has not been provided in advance of the loading of the cargo, or where any subsequent requirement or recommendation of the Managers in relation to the cargo has not been complied with.

5. Tanker carrying cargo of persistent oil

- 1 It is hereby agreed that the ship will carry persistent oil as cargo during the policy year. Notwithstanding the foregoing, any ship insured hereunder that is not carrying persistent oil or its residues (other than slops) for a period of thirty or more consecutive days (such period(s) being computed from the day on which the ship is not carrying persistent oil or its residues (other than slops) until the day the next persistent oil cargo is loaded, one day only being excluded) shall be entitled to receive a return of Mutual Premium for such period(s) upon application to the Managers. No such return shall be made by the Association unless the Managers receive written notification within three months of the end of the policy year in which the returns are claimed.
- 2 For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
 - a) at least 50% of which, by volume, distills at a temperature of 340 degrees C and
 - b) at least 95% of which distills at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

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6. Tanker carrying cargo other than persistent oil

- 1 It is hereby agreed that the ship will carry cargoes other than persistent oil during the policy year. Notwithstanding the foregoing, any ship insured hereunder that carries persistent oil as cargo at any time during the policy year shall be held covered, provided the carriage of such cargo is promptly declared to the Managers and an additional Mutual Premium as specified by the Managers is paid for the period.
- 2 If the Owner fails to notify the Managers in accordance with paragraph (1) above, the Owner shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo (the date of cessation). The terms of Rule 28(b) shall apply. Provided always that the Directors may in their discretion and upon such terms as they think fit reinstate the entry of the ship or admit in whole or in part any claim in respect of the ship for which the Association is not liable by virtue of the insurance having ceased in accordance with this paragraph (2).
- 3 For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
 - a) at least 50% of which, by volume, distils at a temperature of 340 degrees C and
 - b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

7. OBO carrying cargo of persistent oil

- 1 It is hereby agreed that the ship will carry persistent oil as cargo during the policy year. Notwithstanding the foregoing, any ship insured hereunder that carries dry cargoes and/or wet cargoes other than persistent oil or its residues for a period of thirty or more consecutive days, (such period(s) being computed from the day on which the ship is not carrying persistent oil or its residues (other than slops) until the day the next persistent oil cargo is loaded, one day only being excluded) shall be entitled to receive a return of Mutual Premium for such period upon application to the Managers. No such return shall be made by the Association unless the Managers receive written notification within three months of the end of the policy year in which the returns are claimed.
- 2 For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
 - a) at least 50% of which, by volume, distils at a temperature of 340 degrees C and

- b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

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- 2 If the Owner fails to notify the Managers in accordance with paragraph (1) above, the Owner shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo (the date of cessation). The terms of Rule 28(b) shall apply. Provided always that the Directors may in their discretion and upon such terms as they think fit reinstate the entry of the ship or admit in whole or in part any claim in respect of the ship for which the Association is not liable by virtue of the insurance having ceased in accordance with this paragraph (2).
- 3 For the purposes of this clause, "Persistent Oil" is any hydro-carbon mineral oil other than oil which consists of hydro-carbon fractions:
 - a) at least 50% of which, by volume, distils at a temperature of 340 degrees C and
 - b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86/78 or any subsequent revision thereof.

9. ATHENS 2002 PLR EXTENSION CLAUSE

- 1 Cover
 - 1.1 This entry is extended, notwithstanding Rule 5E, to include cover for liabilities incurred by the Owner pursuant to Athens 2002 PLR for an incident occurring during the policy period but only in respect of claims arising out of those perils specified within the IMO Reservation and Guidelines for the Implementation of the Athens Convention adopted 19 October 2006, namely:
 - war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power,

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- capture, seizure, arrest, restraint or detention, and the consequences thereof or any attempt thereat,
- derelict mines, torpedoes, bombs or other derelict weapons of war,
- act of any terrorist or any person acting maliciously or from a political motive and any action taken to prevent or counter any such risk,
- confiscation and expropriation

The indemnity provided for under this cover extension is payable if and to the extent that:

- Limits of Underlying War Covers arranged for the Owner are exceeded by other claims having been settled and having fully absorbed cover otherwise disposable for liabilities qualifying for settlement under Athens 2002 PLR; or
- any claims by the Owner under Underlying War Covers are denied as a result of the assertion by the underwriters thereon of a policy defence or the breach of policy terms and/or conditions; or
- the Owner is unable to recover claims from Underlying War Covers for any reason including cancellation thereof: and/or
- the Owner is required to make advance payments to passengers within the time constraints imposed by Article 6 of the Passenger Liability Regulation.

- 1.2 The maximum indemnity payable hereunder each ship each distinct occasion shall be the amount prescribed by Athens 2002 PLR as the limit of liability of the Association or other person providing evidence of insurance.
- 1.3 The Association shall only be obliged to indemnify the Owner, or pay any claims at the request of the Owner if a proper legal assessment has been made of liability under Athens 2002 PLR and/or the Association at its discretion has decided to make payments, interim or otherwise, in order to mitigate any potential liability having taken into consideration professional legal advice.

It is understood, within the IMO Guidelines for Implementation of Athens 2002, that the Association may be obliged to withhold from settlements to passenger claimants certain amounts when, in the consensual opinion of the Owner and the Association, claims might be presented which in the aggregate exceed the relevant ship's overall limitation as defined in Athens 2002 PLR and ahead of a proportionate distribution of all claims against the Owner.

- 1.4 If and to the extent that the Association pays any Athens 2002 PLR claim either direct to passengers or by way of indemnity to the Owner, it shall be entitled, on the terms set out in Clause 5 below, to exercise by subrogation such rights of recovery from the Underlying War Covers as are available to the Owner.

1A Financial security

1A.1 The Association agrees to act as guarantor of the Owner's liabilities under Athens 2002 PLR and to provide evidence of war insurance attesting that this cover is in force, for the purpose of enabling the Owner to obtain certification of insurance as required by Art. 4 *bis* of Athens 2002 PLR.

1A.2 The Association will accordingly meet all liabilities incurred by it to passengers under Athens 2002 PLR in its capacity as guarantor arising from the provision of such evidence of war insurance.

Contained within the provisions of Athens 2002 PLR are exemptions from liability, amongst which the following are stated:-

- a) War Automatic Termination and Exclusions Clause (30 days' notice clause in cases not covered by War Automatic Termination and Exclusion Clause per IMO Reservation and Guidelines for Implementation of Athens 2002 PLR).
- b) Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 10/11/03
- c) Institute Cyber Attack Exclusion Clause CL.380 10/11/03.

The full wordings of such exemptions are to be found within Appendix A of the Guidelines for the implementation of Athens 2002 PLR.

1A.3 In accordance with Athens 2002 PLR:-

- a) The Association's liability shall be applicable only to passenger claims brought under Article 3, paragraphs 1 or 2 of Athens 2002 PLR, paragraph 1.2 of the Reservation, and paragraph 2.2 of the associated Guidelines.
- b) In accordance with Article 4 *bis*, paragraph 11 of Athens 2002 PLR, any sums provided by insurance maintained in accordance with paragraph 1 of the same article, shall be exclusively for the satisfaction of claims from passengers for death or for personal injury under Athens 2002 PLR and any payments made of such sums shall discharge any liability arising under Athens 2002 PLR to the extent of the amounts paid.
- c) The Association's obligations on each distinct occasion each ship shall be reduced by any payments effected by the Owner and/or their Underlying War Cover insurers in their names or on their behalf and/ or other parties defined in the Evidence of War Insurance in respect of liabilities incurred and settled under the terms of Athens 2002 PLR.
- d) Subject to any reduction in its obligations permitted under clause 1.A.3 c) above, the Association's obligations on each distinct

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occasion each ship shall be satisfied in full once the total amounts paid to all claimants equals the limit applicable to each ship.

- 1A.4 If and to the extent that the Association, in its capacity as guarantor, incurs liability to passengers pursuant to Athens 2002 PLR, it shall be entitled, on the terms set out in Clause 5 below, to exercise by subrogation such rights of recovery from the Underlying War Covers as are available to the Owner.

2 Duration

This insurance is arranged in respect of losses arising out of an event occurring during the period noon 20th February 2020 or later date of entry to noon 20th February 2021 or earlier date of termination under the Rules.

3 Limit

The maximum indemnity payable hereunder shall be the amount prescribed by Athens 2002 PLR as the limit of liability of the Association, namely the lower of:

SDRs 250,000 per passenger registered as being on board the ship at the time of the occasion of the incident, the subject of the claim hereon, or SDRs 340,000,000

as required each distinct occasion, each ship.

The Association will also pay legal costs incurred by the Owner with the prior written consent of the Association or which the Owner or the Association may be compelled to pay in contesting liability or taking proceedings to limit liability in respect of any claim covered hereon.

4 Definitions (for the purposes of this Insurance)

- 4.1 "Athens 2002 PLR" means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 (being the 1974 Athens Convention as amended by the Protocol of 2002 to the Convention and the 2006 Reservation, and subject to modifications made by the associated IMO Guidelines for Implementation of the Athens Convention), and/or Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (also known as "Passenger Liability Regulation")
- 4.2. "Underlying War Covers" means the combination of War Risks insurances as summarised herein:

4.2.1 P & I War Risks Insurances provided as a separate limit to the Owner's Hull and Disbursements War Risks policies to at least the aggregate of the insured value of the Hull and insured amounts in respect of Disbursements of the Owner's ship or a minimum of USD 500,000,000, whichever is the lower and on terms providing cover as per the Institute Protection and Indemnity War Strikes Clauses - Hulls Time CL.345 (20/7/87) and/or the Institute War and Strikes Clauses - Hulls Time CL.281 (1/11/95) and/or other equivalent War P & I clauses (to be approved by Contract Leader)

and

4.2.2 P & I War Risks (International Group P & I Clubs) as endorsed as an extension to the entry of the Owner's ship into an International Group P & I Club. Such entry means an unrestricted entry into a Protection and Indemnity Association which is a member of the International Group of P&I Clubs.

4.3 "Evidence of War Insurance" means the documentary proof ("Certificates furnished as evidence of (War) insurance pursuant to Article 4 *bis* of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002") attesting that insurance is in force in compliance with the stipulations of Athens 2002 PLR.

4.4 "Athens Certificates" means the "Certificate of Insurance or Other Financial Security in respect of Liability for the Death or Personal Injury to Passengers" issued in accordance with the Provisions of Athens 2002 PLR.

4.5 "Total Claims" means the aggregation of Athens 2002 PLR Claims, non-Athens 2002 PLR passenger claims and other claims including, but not limited to claims in respect of crew, wreck removal and pollution each vessel each incident.

5 Underlying War Cover and Rights of Subrogation

5.1 Subject to the terms of this cover extension, the Association shall be entitled to seek to recover from the Underlying War Covers any and all payments made pursuant to liabilities incurred by the Owner under Athens 2002 PLR.

5.2 No Evidence of War Insurance will be issued by the Association unless the Owner arranges the insurances that comprise the Underlying War Covers, with War Risks Insurers approved by the Association as described at 4.2.1 and 4.2.2 respectively.

The Owner is to provide corresponding confirmation of such cover prior to the annual inception of each policy and/or entry year, stating the

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schedule of insurers with whom they arrange such policies or entries and that these policies or entries will be maintained in force without intentional breach of cover for the duration of any Evidence of War Insurance on behalf of the relevant ships.

The Association agrees that the conditions above shall be deemed to be satisfied in respect of the ships pending re-confirmation of the Owner's renewal of war policies, including if required, transfer between war insurers.

The Owner is obliged to take all reasonable steps to preserve such coverage including, but not limited to, the maintenance of cover in accordance with approved market practices in the event that any ship insured hereunder navigates in waters that are subject to the JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas (17 May 2019) (JWLA024) and any updated version thereof.

- 5.3 Any and all payments made by the Association in its capacity as guarantor under the provisions of Athens 2002 PLR shall be deemed to be made as agent of, and for the account of, the Owner whether or not it is obliged or liable to the Owner under this extension of cover.
- 5.4 Upon the payment of any sums hereunder whether by way of indemnity or pursuant to Athens 2002 PLR, the Association shall be subrogated to all the rights and remedies of the Owner, who is under a duty to assist and co-operate with the Association in its efforts to effect recovery of any such payment.
 - 5.4.1 In event that the Association, having paid any such sums, proves unable to effect a recovery under the Underlying War Cover by reason of a policy defence or the breach of policy terms and/or conditions involving the actual fault or privity of the Owner, the Association reserves the right to seek recovery of such sums from the Owner.
- 5.5 If it appears that estimated Total Claims are reasonably likely to exceed the cover available under the Underlying War Covers, the Association will, upon request of the Owner agree to refrain from exercising rights of recovery pursuant to the preceding clause 5.4 from the Underlying War Cover insurers, unless and until and to the extent that the estimated Total Claims are found not to exceed the available cover provided by the Underlying War Covers.
- 5.6 If the insurers of the Underlying War Covers have paid Athens 2002 PLR claims (whether directly to claimants or by way of reimbursement of the Owner or the Association) and Total Claims are subsequently found to exceed the limit of the Owner's Underlying War Covers, the Association will reimburse the insurers of the Underlying War Covers in respect of such Athens 2002 PLR payments if and to the extent that

Total Claims exceed the limit of the Underlying War Covers(subject always to the limit of this cover as defined in Clause 3 of this extension).

- 5.7 The Association is entitled to call for and to have received on their own behalf and on behalf of the Owner, confirmations of cover and undertakings from the insurers of the Owner's P & I War Risks Insurances (Hull) (as described at 4.2.1 above) that they will issue at least 30 days notice of their intention to cancel the insurance by reason of the failure to pay, when due and demanded, any premium sums due.
- 5.8 The Association is entitled to maintain on file all information submitted in the Application Forms for Evidence of Insurance.
- 5.9 It is understood and agreed by the parties that the provisions of Clause 5.6 above confer a benefit on the insurers of the Underlying War Covers which is intended to be enforceable by those insurers under the Contracts (Rights of Third Parties) Act 1999.

6 Provision of Evidence of War Insurance

- 6.1 The Association is under no obligation to provide security on behalf of any Owner, but where the same is provided it shall be on such terms as the Association may consider appropriate in the context of Athens 2002 PLR and shall not constitute any admission of liability by the Association for the claim in respect of which the bail or other security is given. In no case shall cash deposits be made by the Association.

Having either provided security or paid claims in compliance with the terms of Athens 2002 PLR, the Association shall be entitled to seek to be indemnified for any costs associated with the provision of such security and for any liability the Association may incur to third parties to the extent that such payments are not recoverable from Underlying War Cover Insurers as described in Para 5.4.1 above.

- 6.2 Where the Association hereon and/or Underlying War Cover Insurers might be under no liability to pay claims by reason of the operation of a so-called Cesser or Cancellation Clauses (United Kingdom Mutual Steam Ship Assurance Association (Europe) Ltd Rules 29 or 31 (or equivalent at other clubs) or provisions in Hull War policies for cancellation for non-payment of premium), the Association's payment of any claims in their capacity as guarantors per Section 1.A, is effected as agent of the Owner, and the Owner shall re-imburse the Association in full for such claim.

7 Notification of Claim

The Owner shall report in writing to the Association any circumstances which may give rise to a claim under this insurance within 14 days of

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becoming aware of the occurrence of an event that could give rise to a claim to Underlying War Covers and shall thereafter keep the Association fully informed of all developments.

8 Claims Procedures

The Association and the Owner agree:

- 8.1 To encourage the primary war risk underwriters to instruct the Association to adjust claims on their behalf as well as on its own behalf.
- 8.2 That in adjusting Athens 2002 PLR claims the Owner and its representatives shall seek to minimize the need for adjustment or reallocation of claims payments by way of subrogation under clause 5.4 above, reimbursement under 5.6 above or otherwise between the Association and insurers on the Underlying War Covers.

9 Termination

In accordance with the conditions set out above under which it issues Evidence of War Insurance:

- 9.1 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or Notice will be tendered to cancel any associated Evidence of War Insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of the receipt of any Notices of Cancellation or advices of withdrawal of the Owner's Underlying War Covers.
- 9.2 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or tender Notice to cancel any associated Evidence of War Insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of learning of any cessation or breach of conditions of the Owner's Underlying War Covers.
- 9.3 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or to tender Notice to cancel any associated Evidence of War Insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of the discovery that any one of the following circumstances has occurred since the inception date of this Policy:
 - a) a State Insurance Department or similar regulatory authority has ordered an insurer involved as part or all of security of the "Underlying War Covers" to cease accepting business, or

- b) an insurer involved as part or all of security of the “Underlying War Covers” to cease accepting business has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control its operations, or
- c) the AM Best rating of an insurer involved as part or all of security of the “Underlying War Covers” has been assigned or downgraded below A -, or
- d) the Standard and Poor’s rating of an insurer involved as part or all of security of the “Underlying War Covers” has been assigned or downgraded below BBB.

10. MARITIME LABOUR CONVENTION EXTENSION CLAUSE 2016

- 1 Subject only to the other provisions of this MLC Extension (“the Extension”), the Association shall discharge and pay on the Member’s behalf under the 2006 Maritime Labour Convention as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006:
 - (a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
 - (b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
- 2 The Member shall reimburse the Association in full:
 - (a) any claim paid under paragraph 1 (a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 2, Sections 2, 3, 4(A), or 6, and
 - (b) any claim paid under paragraph 1 (b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 2, Sections 2 or 3.
- 3 There shall be no payment under paragraph 1 (a) or paragraph 1 (b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.

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- 4 The Association shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Member or the Member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
 - (a) Any chemical, biological, bio-chemical or electromagnetic weapon
 - (b) The use or operation, as a means for inflicting harm, of any computer system, computer software programme, computer virus or process, or any other electronic system.

- 5 (a) The Extension may be cancelled in respect of War Risks by the Association on 30 days' notice to the Member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
 - (b) Whether or not such notice of cancellation has been given the Extension hereunder shall terminate automatically in respect of the War Risks:
 - (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 connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.
 - (c) The Extension 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: the UK, the USA, France, The Russian Federation, the People's Republic of China;
 - (ii) Requisition for title or use.

- 6 The Extension shall be subject to Rules 5(F) and 5(V).

- 7 Without prejudice to paragraph 5, cover under the Extension shall cease 30 days after notice of termination in accordance with Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.

- 8 Any dispute arising out of or in connection with the Extension shall be resolved in accordance with Rule 40.

- 9 For the purpose of the Extension:

"Member" means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry.

"Seafarer" shall have the same meaning as in MLC 2006.

"War Risks" means the risks set out in Rule 5(E).