

P & I war risks clause 2023

Cover	1.1	Such liabilities as would be covered by the Tokio and the member's terms of entry but for the exclusion of war risks in rule 4.3.
	1.2	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
Excluded areas	2.1	At any time or times before, or at the commencement of, or during the policy year, the Tokio may determine that any places or areas be excluded from the cover hereunder.
	2.2	Unless otherwise agreed by the Tokio the cover under an owner's entry shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight Greenwich Mean Time on the day notice of such determination is given by the Tokio to the members.
	2.3	Unless otherwise agreed by the Tokio the cover under a charterer's entry shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of 72 hours from midnight Greenwich Mean Time on the day notice of such determination is given by the Tokio to the members.
	2.4	Unless and to the extent that the Tokio otherwise decides there shall be no recovery from the Tokio in respect of any claim arising out of any event within the said places or areas after such date as applicable.
Cancellation	3.1	Under an owner's entry, cover may be cancelled by either the Tokio or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the Tokio). The Tokio agrees to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry
	3.2	Under a charterer's entry, cover may be cancelled by either the

Tokio or the member giving 72 hours' notice of cancellation, such notice being effective from midnight Greenwich Mean Time on the day it is given. The Tokio may subsequently agree to reinstate cover, if required, at terms to be agreed between the member and the Tokio. Any reinstatement of cover shall occur at a time to be agreed by the Tokio.

Automatic termination of cover	4	Whether or not notice of cancellation has been given, cover shall terminate automatically:
	4.1	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any ship if she is requisitioned either for title or use.
	4.3	upon the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur, but only in respect of a charterer's entry.
Five powers war, nuclear and Russia/Ukraine/Belarus exclusions	5	This cover excludes:
	5.1	loss, damage liability or expense arising from:
	5.1.1	the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	5.1.2	requisition for title or use;
	5.2	liabilities (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:
5.2.1	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the	

combustion of nuclear fuel; or

- 5.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- 5.2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- 5.2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter other than liabilities arising out of carriage of “excepted matter” (as defined in the Nuclear Installations Act 1965 of United Kingdom or any regulations made thereunder) as cargo in the ship.
- 5.3 under a charterer’s entry, in addition to the exclusions set out above, loss, damage, liability, cost or expense:
 - 5.3.1 caused by or arising from or in connection with any Russia-Ukraine conflict and/or any expansion of such conflict; or
 - 5.3.2 in any area or territory or territorial waters where Russian armed forces, Russian-backed forces, and/or Russian authorities, are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova; or
 - 5.3.3 arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.
- 6 This paragraph shall override anything contained in this insurance inconsistent therewith.

Chemical,
biological,

bio-chemical, electromagnet ic weapons and computer virus exclusion	6.1	In no case shall this insurance cover loss, damage or liability or expense directly or indirectly caused by or contributed to by or arising from:
	6.1.1	any chemical, biological, bio-chemical or electromagnetic weapon;
	6.1.2	the use or operation, as a means for inflicting harm, of any computer virus.
	6.2	Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.
TOPIA exclusion	7	In no case shall this cover provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the member under TOPIA 2006 to contribute to the IOPC Supplementary Fund in respect of pollution damage caused by terrorism.
Deductibles	8.1	The cover shall apply, any one event, in excess of the greater of:
	8.1.1	US\$50,000; or
	8.1.2	the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$500 million, the proper value will be deemed to be US\$500 million); or
	8.1.3	the amount recoverable under any other policy of insurance, whether of war risks or otherwise.
	8.2	Under a charterer's entry the cover shall apply, any one event, in excess of the greater of the deductible set out in the member's certificate of entry or US\$50,000.
Limit of cover	9.1	The limit of Tokio cover shall be US\$ 300,000 any one event or series thereof in the aggregate or any lesser amount specified in the certificate of entry.

9.2 - deleted -

9.3 - deleted -

9.3.1 - deleted -

9.3.2 - deleted -

9.3.3 - deleted -

9.3.4 - deleted -