

War risks clause for additional covers 2023

Cover	1	Such liabilities as would be covered by the Tokio but for the exclusion of war risks in rule 4.3, but only in respect of any special risks set out in the certificate of entry beyond the standard cover provided by the rules without amendment other than such as may be covered under the Maritime Labour Convention extension clause 2023.
Excluded areas	2.1	At any time or times before, 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 cover shall cease in respect of the places or areas so determined in accordance with clause 2.1 upon the expiry of 72 hours from midnight on the day notice of such determination is given by the Tokio to the members.
Cancellation	3	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 such notice of cancellation has been given, cover hereunder 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 in the event she is requisitioned 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.

Five powers war, nuclear	5	This cover excludes:
and Russia/	5.1	loss, damage or liability or expense arising from:
Ukraine/Belarus exclusions	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, costs and expenses 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	loss, damage, liability, cost of 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.

Chemical, biological, bio-chemical	6	This paragraph overrides anything contained in this insurance inconsistent therewith.
electromagnetic weapons and cyber risks 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, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
	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.”
Charterers' liability for damage to hull	7.1	Notwithstanding paragraph 2.1 but without prejudice to paragraphs 3, 4, 5 and 6, rules 4.3, 4.5, 4.6 and 4.7 shall not apply to a ship chartered to the member in respect of liabilities and losses covered under the charterers' liability for damage to hull clause 2013 if:

- 7.1.1 the ship is chartered on terms to the effect that:
- (1) the owner is entitled to refuse to send the ship to any place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy); and
 - (2) the owner is in any event entitled to insure his interests against such war risks; and
 - (3) the member is liable to reimburse the owner in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such place,

or on terms no less favourable to the member as regards his liability for loss or damage caused by war risks; or

- 7.1.2 having given the Tokio as soon as practicable notice of any voyage or deviation to, or presence within, any place specified in paragraph 2.1, the member has paid such additional premium as the Tokio may impose.

- 7.2 In the event of the member not requiring war risks cover for a ship sailing to or remaining in a place or area determined in accordance with paragraph 2.1, he shall so advise the Tokio before the commencement of the voyage or deviation and the Tokio shall determine whether and on what terms war risks cover shall be reinstated.

Maintenance of standard hull war risks cover	8	Where the ship is entered by the member as an owner's entry the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the ship and this cover will respond only in excess of claims recoverable thereunder.
Deductible	9	- deleted -
Limit of cover	10	The limit of Tokio cover shall be that of the relevant additional cover set out in the certificate of entry or US\$ 300,000, any one event, whichever is the lesser.