
Nom de la clause : Institute radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause

Objet de la Clause : Self explanatory

Catégorie : Additional Clause

Numéro : 370

Date : February 2005

Pays d'origine : United Kingdom

Emetteur :

Commentaires :

The current clause reads that:

“ In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from *[inter alia]*

any chemical, biological, bio-chemical, or electromagnetic weapon. “

The endorsement says that

“ Section 1.5, in respect of legal and/or contractual liability arising from the ownership, management, operation or chartering of marine or inland waterway vessels, craft or units, shall be replaced by the following:-

any chemical, biological, bio-chemical, or electromagnetic weapon or device used in any act of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power or any act of terrorism.

All other terms, clauses and conditions remain unchanged. “

The main reason for the change is that the original clause might have been interpreted as excluding all acts employing any chemical, biological, bio-chemical, or electromagnetic weapon, including actions – such as a disgruntled seaman throwing a crude chemical “weapon” into a cargo – for which a shipowner might be liable. The amendment (which only applies, remember, to the shipowner’s legal or contractual liability) clarifies that the action must be specifically arising from an act of war, terrorism, etc. in order to be excluded by CL370. Therefore a simple act of barratry would not lead to exclusion of coverage for the shipowner under any legal or contractual liability.

This amendment will not therefore affect hull & machinery policies, which cover just the physical damage element. However, our clients could have exposure if there is any element of liability coverage given in their policies (and reinsured in our contracts) and/or if they are giving any coverage under Fishing Vessels clauses or Port Risks, which contain an element of P&I coverage.

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**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND
ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon or device used in any act of war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom or any hostile act by or against a belligerent power or any act of terrorism