

## APPENDIX / ANHANG (as per 01.01.2022)

to the Terms & Conditions of Thomas Miller Specialty P&I –  
Shipowner's Liability (as per 01.10.2020), Charterer's Liability (as per 01.10.2020) and Inland Craft Liability (as  
per 01.10.2020) for Policies Issued in Hamburg

## OVERVIEW

### - P&I Cover

- Terrorism Exclusion Clause
- LMA 5403 – Marine Cyber Endorsement
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL 370, 10/11/03)
- JL2021-014 PHEIC Endorsement
- Convention Certification Clause
- Infectious Disease Clause
- Nuclear Energy Risks Exclusion Clause
- OPA Oil Pollution Act Disclaimer Clause
- Several Liability Notice/Clause (LMA 5096, 07/03/08)
- Sanctions Limitation and Exclusion Clause

### - WAR P&I Cover

- As above save for the Terrorism Exclusion Clause plus:
- Institute Protection and Indemnity War Strikes Clauses Hulls – Time (CL 345, 20/07/87)

### - Privacy and Data Protection Notice

- As enclosed

Thomas Miller Specialty is a trading name of Thomas Miller Specialty Underwriting Agency Ltd. and Thomas Miller Specialty GmbH.  
Company Number: 02519540 | Authorised and regulated by the Financial Conduct Authority. FCA no: 312791 | Registered in England and Wales. Registered office in London.

Thomas Miller Specialty GmbH

Thomas Miller Specialty GmbH UK Branch

Managing Directors: Frank Bergert, Tomas Schmidt | Trade Reg.: HR B 68 929  
Hamburg VAT-ID: DE198287777 | Ins. Agent Reg. No: D-WDHA-L8LHU-86 | IPT  
No: 819/V90819108939 Registered office in Hamburg.

Deemed authorised and regulated by the UK Financial Conduct Authority FCA  
no. 703460. Details of the Temporary Permissions Regime, which allows EEA-  
based firms to operate in the UK for a limited period while seeking full  
authorisation, are available on the UK Financial Conduct Authority's website.  
Authorised and regulated by the Industrie- und Handelskammer (IHK) in  
Hamburg, Germany.

## P&I COVER

(as named in the Certificate of Insurance and as per binding authority with Unique Market Reference (UMR) mentioned on the Certificate of Insurance where applicable)

### Terrorism Exclusion Clause

This contract excludes any loss, damage, liability or expense arising from:

- a. Terrorism, and or
- b. steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means
- ii. whatever means putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any Insurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the Reassured to prove the contrary.

However if specially agreed this exclusion will not apply to any loss, damage, liability or expense arising from the operation, ownership, management or chartering of

1. Vessels, crafts and units whilst afloat, under construction or repair or in dock, or in store ashore
2. Seawalls, wharves, piers, jetties, docks, berths, pontoons, associated dockside equipment all whilst within the confines of the port, terminal, shipyard, harbour or marina
3. Platform facilities and associated equipment, whilst offshore, or whilst in, on or under any navigable waters, including all related construction or repair operations.
4. Cargo in the ordinary course of transit in accordance with the Cargo Termination of Transit Clause (Terrorism)

### LMA 5403 – Marine Cyber Endorsement

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.

## Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL 370, 10/11/03)

**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.

## JL2021-014 Endorsement Excluding A Communicable Disease Following A Public Health Emergency Of International Concern (PHEIC)

(for use on marine liability and energy liability contracts)

1. In the event that the World Health Organization ('WHO') has determined an outbreak of a **Communicable Disease** to be a Public Health Emergency of International Concern (a '**Declared Communicable Disease**'), no coverage will be provided under this (re)insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the **Declared Communicable Disease**.
2. The exclusion in paragraph 1 of this endorsement will not apply to any liability of the (re)insured otherwise covered by this (re)insurance where the liability directly arises from an identified instance of a transmission of a **Declared Communicable Disease** and where the (re)insured proves that identified instance of a transmission took place before the date of determination by the WHO of the **Declared Communicable Disease**.

3. However even if the requirements of paragraph 2 of this endorsement are met, no coverage will be provided under this (re)insurance for any:
  - A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the **Declared Communicable Disease** whether the measures are preventative or remedial;
  - B. 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 the **Declared Communicable Disease**;
  - C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the **Declared Communicable Disease**.
4. As used in this endorsement, **Communicable Disease** means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:
  - A. the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
  - B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and
  - C. the disease, substance or agent may, acting alone or in conjunction with other co-morbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.
5. This endorsement shall not extend this (re)insurance to cover any liability which would not have been covered under this (re)insurance had this endorsement not been attached.

All other terms, conditions and limitations of this (re)insurance remain the same.

## Convention Certification Clause

It is hereby understood and agreed, that the clauses JL2021-014 and LMA 5403 contained herein (notwithstanding that they are paramount clauses) shall not apply to liabilities arising from:

- a) the Federal Maritime Commission under Section 2 of US Public Law 89-777, and any amendments thereto, and/or
- b) the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 and any amendments thereto, and/or
- c) the International Oil Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA), or the Tanker Oil Pollution Indemnification Agreement (TOPIA), and any amendments thereto, and/or
- d) the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, and any amendments thereto, and/or
- e) the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 2002 and Guidelines for its implementation or Regulation (EC) No 392/2009 of the European Parliament and of the Council which gives effect thereto, any amendments thereto, and/or
- f) the Nairobi International Convention on the Removal of Wrecks 2007 and any amendments thereto, and/or
- g) the Maritime Labour Convention, 2006, and any amendments thereto.

Irrespective of any like provisions within JL2021-014 and LMA 5403 contained herein, the above shall be paramount and shall override anything in this Contract inconsistent therewith.

## Infectious Disease Clause

Insofar as liability is incurred by an original Assured in respect of legal and/or general and/or employers' liability for physical impairment attributable to an infectious disease, this insurance shall provide cover on the basis that the entirety of claims in respect of crew, passengers and/or other persons on board of any one vessel on any one voyage affected by this disease shall be considered as one event for the purpose of recovery hereunder.

## Nuclear Energy Risks Exclusion Clause

This contract shall exclude Nuclear Energy Risks whether such risks are written directly and /or via Pools and/or Associations.

For all purposes of this Contract Nuclear Energy Risks shall be defined as all first party and/or third party insurance (other than Workers' Compensation and/or Employers' Liability) in respect of:

- i. Nuclear reactors and nuclear power stations or plants:
- ii. Any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or
  - c) nuclear waste.
- iii. Any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association but only to the extent of the requirements of the local Pool and/or Association, it being the intention always that insurers shall follow the fortunes of the Company insofar as the Company complies with the requirements of any such local Pool and/or Association.

However, this exclusion shall not apply:

- i. to any insurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):
  - a) for the storage of nuclear fuel – prior to the commencement of storage;
  - b) as regards nuclear installations – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance of the relevant local Nuclear Pool and/or Association.
- ii. to any Machinery Breakdown or other Engineering insurance not coming within the scope of (a) above, not affording coverage in the "high radioactivity" zone.

## OPA Oil Pollution Act Disclaimer Clause

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state law and it is a condition of this insurance that it shall not be submitted to the United States Coast Guard or any other federal or state agency as evidence of financial responsibility. The Insurers do not consent to be guarantors.

## Several Liability Clause (LMA 5096, 07/03/08)

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Sanctions Limitation and Exclusion Clause

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Germany, United Kingdom or United States of America.

## WAR P&I Cover

As per binding authority with Unique Market Reference (UMR) mentioned on the Certificate of Insurance.  
As above save for the Terrorism Exclusion Clause plus:

### Institute Protection and Indemnity War Strikes Clauses Hulls - Time (CL 345, 20/07/87)

#### 1. PROTECTION AND INDEMNITY

The Underwriters agree to indemnify the Assured in the manner and to the extent provided in Clause 1 of the Institute Protection and Indemnity Clauses Hulls-Time 20/7/87 (excluding Clause 1.3.10) where the claim, demand, damages, costs and/or expenses has/have been caused by

- 1.1. war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2. capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 1.3. derelict mines torpedoes bombs or other derelict weapons of war
- 1.4. strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5. any terrorist or any person acting maliciously or from a political motive
- 1.6. confiscation or expropriation.

#### 2. EXCLUSIONS

Subject always to the exclusion of any claim arising from

- 2.1. any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war
- 2.2. the outbreak of war (whether there be a declaration of war or not) between any of the following countries:  
United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China
- 2.3. requisition or pre-emption
- 2.4. capture seizure arrest restraint detainment confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the vessel is owned or registered
- 2.5. arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 2.6. the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 2.7. piracy (but this exclusion shall not affect cover under Clause 1.4).

#### 3. NON-CONTRIBUTION

This insurance excludes any claim for any sum recoverable



- 3.1. by the Assured under any other insurance or which would be recoverable under such insurance but for the existence of this insurance
- 3.2. under the Institute Protection and Indemnity Clauses Hulls - Time 20/7/87 or which would be recoverable thereunder but for Clauses 2 or 3 thereof
- 3.3. under an insurance of the vessel subject to the Institute War and Strikes Clauses Hulls - Time 1/10/83.

#### 4. LIMIT

The Underwriters' liability under this insurance shall not exceed their proportionate part of the amount insured hereunder in respect of each separate accident or occurrence or series of accidents arising out of the same event.

#### 5. ASSIGNMENT

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

#### 6. DUTY OF ASSURED

It is a condition of this insurance that the Assured and their servants and agents take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

#### 7. TERMINATION

- 7.1. This insurance may be cancelled by either the Underwriters 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 Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.



7.2. Whether or not such notice of cancellation has been given this insurance shall **TERMINATE AUTOMATICALLY**

7.2.1. upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the vessel may be involved

7.2.2. upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:

United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

7.2.3. in the event of the vessel being requisitioned, either for title or use.

7.3. In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, or of the sale of the vessel, pro rata net return of premium shall be payable to the Assured.

**This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 7 above.**

# PRIVACY AND DATA PROTECTION NOTICE

## 1. DATA PROTECTION

Thomas Miller Specialty (the Data Controller) is committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data.

## 2. HOW WE USE YOUR PERSONAL DATA

We may use the personal data we hold about you for the purposes of providing insurance; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use your data to safeguard against fraud and money laundering and to meet our general legal and regulatory obligations.

## 3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is necessary for us to be able to provide you with insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

## 4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

## 5. INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

## 6. YOUR RIGHTS

You have the right to ask us not to process your data for marketing purposes, to see a copy of the personal information we hold about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of your data, to ask us to provide a copy of your data to any controller and to lodge a complaint with the local data protection authority.

## 7. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the contract of insurance, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

For more information please visit Thomas Miller Group website at <https://www.thomasmiller.com/legal/cookies-and-privacy/>

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