

APPENDIX / ANHANG (as per 01.04.2014)

to the General Insurance Conditions of Hanseatic P&I - Shipowner's Liability (as per 15.01.2010), Charterer's Liability (as per 01.05.2005) and Inland Craft Liability (as per 21.04.2006)

Overview

- P&I Cover
 - Terrorism Exclusion Clause
 - Institute Cyber Attack Exclusion Clause (CL 380, 10/11/03)
 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL 370, 10/11/03)
 - Asbestos Exclusion Clause (Total Asbestos Exclusion)
 - Infectious Disease Clause
 - Occupational Disease/Cumulative Injury 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 (JL 2010/005, 15/09/10)

- XS WAR P&I Cover
 - Institute Protection and Indemnity War Strikes Clauses Hulls - Time (CL 345, 20/07/87)
 - Institute Cyber Attack Exclusion Clause (CL 380, 10/11/03)
 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause (CL 370, 10/11/03)
 - Several Liability Notice/Clause (LSW 1001 Insurance , 08/1994)
 - Sanctions Limitation and Exclusion Clause (JL 2010/005, 15/09/10)

P&I COVER

(as named in the policy and as per contract no. B080112435H14 and B080112435H14 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)

Institute Cyber Attack Exclusion Clause (CL 380, 10/11/03)

- 1.1. Subject only to Clause 1.2. 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 or process or any other electronic system.
- 1.2. 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, Clause 1.1. 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.

Asbestos Exclusion Clause (Total Asbestos Exclusion)

In consideration of the premium charged for this insurance, it is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

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.

Occupational Disease/Cumulative Injury Clause

The provisions of this clause shall override any provisions of any other clause contained herein to the extent that they may conflict with claims for Occupational Disease and Cumulative Injury as defined herein but not otherwise.

Insofar as liability is incurred by the insured under a Marine Liability Policy or P&I Policy/Entry in respect of legal and/or general and/or employer's liability for Occupational Disease or Cumulative Injury as defined this treaty shall provide cover only on the following basis:

Where the Occupational Disease or Cumulative Injury results from exposure to a hazard of the employment of the claimant, any one claim in respect of any one employee of an original insured or any one third party arising out of this exposure shall be considered individually as one event for the purpose of recovery hereunder.

Occupational Disease is any medical condition that fulfils all of the following conditions:

1. It is not traceable to a definite compensable accident occurring during present or past employment;
2. It has been caused by exposure to a disease producing agent or agents present in the work environment;
3. It has resulted in physical impairment, disability, illness, injury or death.

Cumulative Injury is any medical condition that fulfils all of the following conditions:

1. It is not traceable to a definite compensable accident occurring during present or past employment;
2. It has occurred from a repetitive employment-related activity;
3. It has resulted in physical impairment disability, illness, injury or death.

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.

- iii. 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 (JL 2010/005, 15/09/10)

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, United Kingdom or United States of America.

XS WAR P&I Cover

(as named in the policy and as per contract no. B1097ABI141150 where applicable)

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.

Several Liability Notice/Clause (LSW 1001 Insurance, 08/1994)

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Sanctions Limitation and Exclusion Clause (JL 2010/005, 15/09/10)

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, United Kingdom or United States of America.