



Policy

Marine Hull

The benefits payable under eligible policy are protected by PIDM up to limits.
Please refer to PIDM's TIPS Brochure or contact Berjaya Sompo Insurance Berhad or PIDM (visit www.pidm.gov.my).

Berjaya Sompo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank,
105, Jalan Ampang, 50450 Kuala Lumpur.
Toll Free: 1-800-889-933
Tel.: 03-2170 7300
E-mail: customer@bsompo.com.my
Website: www.berjayasompo.com.my

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HUL0325

IMPORTANT NOTICE

This is your Marine Hull Policy. You should satisfy yourself that this Policy will best serve your needs. You should read and understand the Policy terms, conditions and warranties and discuss with your insurance advisor, agent, broker and/or with us directly for more information and/or to clarify any doubts you may have when you purchase this Policy. If there is any error or misdescription, or if the cover is not in accordance with your wishes, please return the Policy to us immediately for amendment.

You must fully observe and fulfil the terms, conditions and warranties of this Policy to enjoy the coverage provided. If you have any questions after reading these documents, please contact us for further clarification. If there is any change in your declarations that may affect the insurance provided, please notify us immediately, otherwise you may not receive the benefits of this Policy.

To help preserve the environment, we will send a printed copy of this Policy Wording once only. Please keep this Policy Wording safely. In case of renewal and/or amendment of your Policy, we will send you the Policy Schedule and/or Endorsement only. If at any time you require a copy of the Policy Wording, please download a copy from www.berjayasompo.com.my based on the jacket code provided.

If you have any complaints relating to this Policy, please contact

COMPLAINTS UNIT – CUSTOMER SERVICE CENTRE

Berjaya Sampo Insurance Berhad
Registration No. 198001008821 (62605-U)
Level 36, Menara Bangkok Bank
105 Jalan Ampang
50450 Kuala Lumpur
Tel. : 03-2170 7300
Toll Free : 1-800-889-933
Fax : 03-2170 4800
E-mail : customer@bsompo.com.my

If you are not happy with our response, you may opt to contact either:

FINANCIAL MARKETS OMBUDSMAN SERVICE

Level 14, Main Block
Menara Takaful Malaysia
4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Tel. : 03-2272 2811
Website : www.fmos.org.my

LAMAM INFORMASI NASIHAT DAN KHIDMAT (LINK)

BNMLINK,
4th Floor, Podium Bangunan AICB
No. 10, Jalan Dato' Onn
50480 Kuala Lumpur
Tel : 1-300-88-5465
Overseas : +603 2174 1717
eLINK : bnm.gov.my/BNMLINK

For Consumer Insurance Contracts (Insurance wholly for purposes unrelated to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sampo Insurance Berhad** (hereinafter called "the Company"). However, in the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures given by the Insured, only the remedies in Schedule 9 of the Financial Services Act 2013 will apply.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

NOW THIS POLICY WITNESSES that the Company take upon ourselves the burden of this Insurance and promise and bind ourselves to the Insured for the true performance and fulfilment of the contract contained in this Policy.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards to the amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

This insurance is subject the jurisdiction of the court in the district where The Company's Head Office is situated.

This insurance is subject to English law and practice as to liability for and settlement of any and all claims unless any provisions contained in this insurance is inconsistent therewith

For Non-Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and **Berjaya Sampo Insurance Berhad** (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

We, **BERJAYA SOMPO INSURANCE BERHAD** (hereinafter referred to as The Company), hereby agree, in consideration of the payment to us by or on behalf of the Insured of the premium specified in the Schedule, to insure against loss, damage, liability or expense in the proportions and manner hereinafter provided.

NOW THIS POLICY WITNESSES that the Company take upon ourselves the burden of this Insurance and promise and bind ourselves to the Insured for the true performance and fulfilment of the contract contained in this Policy.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards to the amount or otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

This insurance is subject to the jurisdiction of the court in the district where the Company's Head Office is situated.

This insurance is subject to English law and practice as to liability for and settlement of any and all claims unless any provisions contained in this insurance is inconsistent therewith.

CLAUSES/WARRANTIES/ENDORSEMENTS
(THE FOLLOWING CLAUSES/WARRANTIES/ENDORSEMENTS ARE APPLICABLE TO THE POLICY)

INFORMATION TECHNOLOGY HAZARDS CLAUSE

Losses otherwise recoverable under this Contract arising, directly or indirectly, out of:

- i. loss of, or damage to, or
- ii. a reduction or alteration in the functionality or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not,

shall not be aggregated.

If such losses are caused directly by one or more of the following physical perils, namely

theft of equipment, collision, sinking, grounding or stranding of carrying vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow,

then this clause shall not prevent the aggregation of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

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

CL370

JHC COMMUNICABLE DISEASE EXCLUSION (JH2020-007)

1. Notwithstanding any provision to the contrary in this (re)insurance, it is hereby agreed that this (re)insurance excludes absolutely all Communicable Disease Loss, save where the conditions of the Infected Individual Exception are met.
- 2.1 **"Communicable Disease Loss"** shall mean all loss, damage, liability, or expense of whatsoever nature, proximately caused by or significantly caused by or contributed to by or resulting from or arising out of or in connection with any of the Excluded Circumstances, those Circumstances being
 - a) a Communicable Disease, and/or
 - b) the fear or threat, whether actual or perceived, of a Communicable Disease, and/or
 - c) any recommendation, decision or measure, made or taken to restrict, prevent, reduce or slow the spread of infection of a Communicable Disease or to remove or minimise legal liability in respect of such a disease, whether made or taken by a public authority or a private entity and/or
 - d) any recommendation, decision or measure made or taken to alter, reverse or remove any circumstance falling within (c) above, whether made or taken by a public authority or a private entityregardless of any other cause or circumstance contributing concurrently or in any other sequence thereto.
- 2.2 Without prejudice to the effect of Clauses 2.1 (a), (b) and (d), recommendations, decisions and measures by whomsoever taken to tie-up, lay-up or maintain at anchor, in port or elsewhere, any vessel, conveyance, rig or platform pending resumption of cruising, operation, trading, cargo loading or discharge or other customary use shall not constitute Excluded Circumstances, notwithstanding they or any of them may have been taken for the reasons set out in 2 (c) above.
3. **"Communicable Disease"** shall mean any disease, known or unknown, which can be transmitted by means of any substance or agent from one organism to another 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.
- 4.1 The **Infected Individual Exception** shall apply where (1) the actions or decisions of any individual infected or allegedly infected with a Communicable Disease cause or contribute to an alleged loss event and (2) neither such action nor decision nor the alleged cause of the loss event itself was a recommendation, decision or measure as defined at 2.1 (c) or 2.1 (d) above.
- 4.2 Where those conditions are met, the fact or possibility that the individual's action(s) or decision(s) were impaired or affected by or caused by that individual's alleged or actual infection shall not exclude recovery of a Loss otherwise recoverable hereon provided always that there shall be no cover for loss, damage, liability, or expense arising from any increase in the spread, incidence, severity or recurrence of a Communicable Disease consequent on that individual's actions or decisions.

JH2020-007
4/08/2020

MARINE CYBER ENDORSEMENT LMA5403

- 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.

LMA5403
11 November 2019

PREMIUM WARRANTY (60 DAYS)

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the insurer within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the insurer shall be entitled to the pro rata premium on the period they have been on risk. Where the premium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the insurer.

Subject otherwise to the terms and condition of this policy.

RUSSIA, UKRAINE, BELARUS EXCLUSION CLAUSE

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100-AMENDED)

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, Japan, United Kingdom or United States of America.

TERRORISM EXCLUSION CLAUSE

1. This contract excludes any loss, damage, liability or expense arising from:
 - 1.1 terrorism; and or
 - 1.2 steps taken to prevent, suppress, control or reduce the consequences of any actual. Attempted, anticipated, threatened, suspected or perceived terrorism.
2. For the purpose of this clause. "terrorism" means any act(s) of any person(s) or organization(s) involving:
 - 2.1 The causing, occasioning or threatening of harm of whatever nature and by whatever nature and by whatever mean;
 - 2.2 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 organization(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 insured to prove the contrary

SPECIAL/EXTRANEIOUS PERILS/CLAUSES/ENDORSEMENTS (THE FOLLOWING SPECIAL/EXTRANEIOUS PERILS/CLAUSES/ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE)

FULL PREMIUM IF LOSS CLAUSE

It is understood and agreed that in the event of the claim arising hereunder adjustable on the basis of a Total Loss the Full Annual Premium less the amount of premium already paid, shall become due and payable forthwith.

INSTITUTE TIME CLAUSES – HULLS PARTS REMOVED CLAUSE 1/11/95

This insurance is extended to cover loss of or damage to parts removed from the Vessel whether such parts are ashore and/or under repair and/or in transit and where such loss or damage is caused by a peril insured under this insurance, subject in all other respects to its terms, conditions and exclusions. The Underwriters' liability for such parts removed which are covered under this clause shall not exceed 5% of the insured value of the Vessel.

If at the time of loss of or damage to the parts removed from the Vessel such parts are covered by or would be covered by any other insurance but for this clause, then this insurance shall only be excess to such other insurance.

Cover in respect of parts shall be limited to 30 days whilst removed. Period in excess of 30 days held covered at terms to be agreed provided notice be given to the Underwriters prior to the expiry of the 30 day extension.

INSTITUTE TIME CLAUSES – HULLS LEASED EQUIPMENT CLAUSE 1/11/95

This insurance is extended to cover loss of or damage to equipment and apparatus not owned by the Assured but installed for use on the Vessel and for which the Assured has assumed contractual liability, whether such equipment or apparatus be in the nature of aids to navigation or communication or otherwise and where such loss or damage is caused by a peril insured under this insurance, subject in all other respects to its terms, conditions and exclusions. In no event shall the liability of the Underwriters exceed the lesser of the contractual liability of the Assured for loss of or damage to such equipment or apparatus or its replacement value. All such equipment and apparatus shall be included in the insured value of the Vessel.

INSTITUTE ADDITIONAL PERILS CLAUSES - HULLS (FOR USE ONLY WITH THE INSTITUTE TIME CLAUSES – HULLS 1/10/83)

1. In consideration of an additional premium this insurance is extended to cover
 - 1.1 the cost of repairing or replacing
 - 1.1.1 any boiler which bursts or shaft which breaks
 - 1.1.2 any defective part which has caused loss or damage to the Vessel covered by Clause 6.2.2 of the Institute Time Clauses - Hulls 1/10/83,
 - 1.2 loss of or damage to the Vessel caused by any accident or by negligence, incompetence or error of judgement of any person whatsoever.
2. Except as provided in 1.1.1 and 1.1.2, nothing in these Additional Perils Clauses shall allow any claim for the cost of repairing or replacing any part found to be defective as a result of a fault or error in design or construction and which has not caused loss of or damage to the Vessel.
3. The cover provided in Clause 1 is subject to all other terms, conditions and exclusions contained in this insurance and subject to the proviso that the loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers. Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause should they hold shares in the Vessel.

1/10/83
CL294

INSTITUTE ADDITIONAL PERILS CLAUSE – HULLS (FOR USE ONLY WITH THE INSTITUTE TIME CLAUSES – HULLS 1/11/95)

1. In consideration of an additional premium this insurance is extended to cover
 - 1.1 the cost of repairing or replacing
 - 1.1.1 any boiler which bursts or shaft which breaks
 - 1.1.2 any defective part which has caused loss or damage to the Vessel covered by Clause 6.2.1 of the Institute Time Clauses - Hulls 1/11/95,
 - 1.2 loss of or damage to the Vessel caused by any accident or by negligence, incompetence or error of judgement of any person whatsoever.
2. Except as provided in 1.1.1 and 1.1.2, nothing in these Additional Perils Clauses shall allow any claim for the cost of repairing or replacing any part found to be defective as a result of a fault or error in design or construction and which has not caused loss of or damage to the Vessel.
3. The cover provided in Clause 1 is subject to all other terms, conditions and exclusions contained in this insurance and subject to the proviso that the loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers. Master Officers Crew or Pilots not to be considered Owners within the meaning of this Clause should they hold shares in the Vessel.

1/11/95
CL294

MISSING VESSELS CLAUSE

In the event of the vessel insured hereunder being posted as missing at Lloyd's or is announced by the Admiralty as missing it is specially agreed that such vessel is to be treated as a War Loss for the purpose of this insurance and this policy will pay claims hereunder accordingly within 30 days of presentation of proper documents. In consideration of such payment Underwriters are to have subrogation to any claim which the Insured may have against the Marine Underwriters with whom the vessel is insured, but this insurance is not to operate as a double insurance.

In the event of this clause being operative it is understood that Underwriters hereon will in no circumstances pay more than the sums insured hereunder for War Risks, either for Hull and/or Increased Value of Hull or Protection and Indemnity Risks. It is further understood that the sum payable hereunder on Hull and/or Increased Value of Hull shall not exceed the total amount insured on Hull and Disbursements for Marine Risks and that the sum payable hereunder for War Protection and Indemnity Risks shall not exceed the amounts recoverable under the Marine Protection and Indemnity Placings unless and until such time as arbitration decides the vessel is a War Loss.

All other terms and conditions remaining unchanged.

NUCLEAR ENERGY RISKS EXCLUSION 1.1.89

This Agreement excludes nuclear energy risks whether written directly or by way of reinsurance or via pools or associations. Under this Contract the term "nuclear energy risks" means any first or third party insurance (other than worker's compensation or employer's liability) in respect of:

- (i) nuclear reactors and nuclear power stations or plant;
- (ii) any other premises or facilities concerned with
 - (a) the production of nuclear energy or
 - (b) the production or storage or handling of nuclear fuels or nuclear waste;
- (iii) any other premises or facilities eligible for insurance by any local Nuclear Pool or Association but only to the extent of the requirements of the local Pool or Association;
- (iv) nuclear or radioactive fuel, or nuclear or radioactive waste.

However, this exclusion shall not apply

- (a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor's plant and equipment used in connection therewith):
 - (i) for the storage of nuclear fuel – prior to the commencement of storage
 - (ii) as regards reactor 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 or reinsurance of the relevant local nuclear pool or associations;
- (b) to any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of 2.1 above, nor affording coverage in the "high radioactivity" zone;
- (c) to any insurance or reinsurance in respect of the hulls of ships, aircraft or other conveyances;
- (d) to any insurance or reinsurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste while in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.

09/95

LSW274

PILOT NON-LIABILITY CLAUSE

This insurance shall not be prejudiced by reason of any agreement limited or exempting the liability of Pilots and/or Tugs and/or Tow boats and/or their owners when the Insured and/or Charterers accept such contracts in accordance with established local practice or are compelled to accept such contracts.

POLITICAL RISKS, FINANCIAL GUARANTEE AND CREDIT RISK EXCLUSION CLAUSE

1.1 This Contract excludes any loss, liability, damage or expense arising from the following:

- 1.1.2 All forms of Contract Frustration Business including but not limited to non-performance of contractual obligations, import and/or export embargo, non-ratification of contracts, exchange transfer, calling of bonds and guarantees and force majeure indemnities.
- 1.1.3 Default under a lease, or any other form of financial contract.
- 1.1.4 Inability of an insured to recover funds or another consideration advanced under a contract to supply goods or services.
- 1.1.5 Any form of Financial Guarantee, Surety or Credit Indemnity, other than Salvage Guarantees.
- 1.1.6 Confiscation, Nationalisation, Expropriation, Deprivation, unless such losses would be recoverable under the Institute War Clauses and/or the War sections of the relevant Institute War and Strikes Clauses or relevant London Aviation Clauses in current use at the inception of this contract, or at the time when war risks cover would have commenced under the original insurance within the terms of these clauses, whichever is the earlier; except that if the risks of war are covered in the original policy(ies) under clauses approved by the London Hull War Risks Joint Sub-Committee, or in respect of cargo interests under the Standard War Risks clause of any country which complies with the limitations of the United Kingdom Waterborne Agreement, the foregoing proviso shall not apply.
- 1.1.7 The departure of the Insured's and/or project management personnel from any country, project or site in circumstances where:
 - 1.1.7.1 such personnel have been advised by their own Government(s) (or officially accredited representative(s) thereof) to evacuate the country or region thereof;
 - or
 - 1.1.7.2 the Insured's most senior manager in any country (or if absent, his appointed deputy) has determined that conditions local to any project or site have reached a state of political instability which could reasonably be interpreted as endangering the lives and/or physical well-being of such personnel and has issued instructions for their evacuation.

- 1.2 Notwithstanding the aforementioned it is understood and agreed that exclusion 1.1.6 shall not apply where coverage has been provided on an incidental basis as part of a (cargo and/or specie) package policy underwritten on an inclusive policy wording.

RADIO AND AIDS TO NAVIGATION CLAUSE

Radio apparatus and equipment, echo sounders, navigating equipment and other apparatus or equipment used for the purpose of communication or aids to navigation or safety devices, portable cargo containers (such as refrigerated boxes etc.) when permanently installed in the insured vessel, tank cleaning equipment, also equipment consisting of projection machines, sound apparatus and motion picture film shall covered by this Policy and included within the agreed valuation of the hull, even when not owned by the Insured, provided the Insured has assumed liability therefore, but the liability of Underwriters (either as to amount or as to the risks covered) shall not exceed the Insured's liability or liability to which Underwriters would be subject if the property were fully owned by the Insured whichever shall be least.

SEEPAGE AND POLLUTION EXCLUSION CLAUSE

1. This Contract excludes claims in respect of liability incurred by any direct insured for seepage, pollution or contamination
 - 1.1 on or over land or inland waters unless caused by sudden event or insured on a sudden and accident basis;
 - 1.2 caused by disposal or dumping of waste
2. Nevertheless, claims in respect of the following shall not be excluded by this clause:
 - 2.1 control of well policies where such seepage, pollution or contamination follows a well out of control above the surface of the ground or waterbottom;
 - 2.2 liability,
 - 2.2.1 under the Offshore Pollution Liability Agreement
 - 2.2.2 under the Outer Continental Shelf Lands Act, Federal Water Quality Improvement Act, Arctic Waters Pollution Protection Act,
 - 2.2.3 for seepage, pollution or contamination from or caused by vessels, craft or their cargoes
 - 2.2.4 under aviation policies subject to clauses no less restrictive than AVN 46B;
 - 2.3 general average

VESSEL DETAINMENT CLAUSE

Notwithstanding any other term of this reinsurance, In the event that Vessel or Vessels shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Insured shall thereby have lost the free use and disposal of the Vessel or Vessels for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Insured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery. Furthermore, this reinsurance agreement excludes all losses, liabilities, costs or expenses, or any other amount arising out of, originating from, resulting from, caused by and/or contributed by confiscation, expropriation, nationalization, deprivation, detainment or restraining in movement of vessels and cargo within the territorial limits of Russia and Ukraine.