

## FALVEY SHIPPERS MARINE INSURANCE POLICY

### 1. Coverage:

Coverage provided by this policy covers the Insured Goods from all risks of physical loss or damage from an external cause while in transit, subject to the exclusions listed below. Coverage is provided for the Insured Goods shipped via commercial trucking, rail, air and ocean freight companies only. Coverage is not provided for goods shipped via personal use vehicles, including personal use vehicles that are owned, borrowed, leased, or rented by the Carrier.

### 2. Definitions:

“Actual Cash Value” means replacement cost less depreciation.

“Administrator” means Falvey Shippers Insurance, a division of Falvey Cargo Underwriting, Ltd.

“Carrier” means the company that is contracted by the Named Insured to transport the Insured Goods covered by this policy.

“Excluded Items” means the Excluded Items shown on the Declaration of Insurance.

“Insured Goods” means the insured goods shown on the Declaration of Insurance.

“Limit of Insurance” means the maximum amount as shown on the Declarations that Underwriters will pay in any one occurrence for loss or damage to Insured Goods.

“Named Insured” means the named insured shown on the Declaration of Insurance.

“Total Insured Value” means the amount declared on the Declaration of Insurance as Total Insured Value.

“Underwriters” means the insurance company shown on the Declaration of Insurance that is providing this insurance.

### 3. Who is an Insured:

In consideration of premium payable at the rate or rates hereinafter stated, Underwriters insure the Named Insured as per the Declaration of Insurance. Underwriters also insure any and all other subsidiary, or affiliated, interrelated and/or associated companies or corporations and legal entities which now have or may acquire a financial interest in and worldwide companies or corporations as now exist or may hereafter be constituted, created or acquired and/or for whom the Named Insured has requested be insured.

### 4. Valuation and Settlement:

4.1 Unless stated otherwise on the Declaration of Insurance, the following valuation will apply:

Insured Goods under invoice shall be valued at the lesser of:

- A. The Total Insured Value declared on the Declaration of Insurance; or
- B. The amount of the invoice including all charges therein plus any prepaid and/or advanced and/or guaranteed freight plus 10%; or
- C. The repair cost to include replacement parts of like kind and quality and expenses directly related to the repair, including labor, freight and forwarding charges necessary to return the repaired item to the

owner or consignee.

Insured Goods NOT UNDER INVOICE or where the date on the invoice or sales receipt is greater than 120 consecutive days prior to the date of shipment shall be valued at the Actual Cash Value at time of shipment plus any declared freight costs. It is further understood and agreed that irrespective of the Total Insured Value, claims shall be payable for the lesser of the Actual Cash Value or repair cost.

- 4.2. In no event shall Underwriters be liable for payment greater than the Total Insured Value applicable to all Insured Goods involved in a loss or the Limit of Insurance stated on the Declaration of Insurance, the lesser of the two.
- 4.3. It is understood and agreed that freight costs must be included in the Total Insured Value in order to be recoverable herein.
- 4.4. Any and all fees and premium associated with the securement of this policy and premiums are excluded from coverage.
- 4.5. Claims for repairs shall be payable for the fair market costs of such repairs, not to exceed Total Insured Value on the Declaration of Insurance.
- 4.6. Claims will be paid in US dollars. Any conversion for foreign currency will be made per the rates found at [www.OANDA.com](http://www.OANDA.com) applicable to the date of shipment.

**5. Limit of Insurance:**

In no event shall Underwriters be liable for more than the Limit of Insurance as shown on the Declaration of Insurance.

**6. Deductibles:**

6.1 Any settlement of a claim payment made on a claim resulting from a loss covered by this policy will be paid less the deductible amount per the Declaration of Insurance unless otherwise endorsed.

6.2 For shipments to/from Mexico each claim shall be subject to a deductible of \$2,500 USD. However, claims for theft, hijacking, shortage, pilferage, and/or non-delivery shall be subject to a deductible of \$10,000 USD.

**7. Special Insuring Conditions:**

7.1 The following special conditions shall be subject to all shipments unless modified, superseded, or endorsed on this policy:

- A. Electronics (Including but not limited to LCD monitors, Televisions, Handheld Electronic Devices, Laptop Computers, Tablets and similar devices) must be professionally packed (as evidenced by pre-shipment photos or professional packing services receipt) or in new original manufacturer packaging as a condition precedent to coverage.
- B. Fragile Goods (Including but not limited to Glass, Ceramic, Marble, Granite, Tiles, Pottery, and similar breakables) must be professionally packed (as evidenced by pre-shipment photos or professional packing services receipt) or in new original manufacturer packaging as a condition precedent to coverage.
- C. Original/Fine Art must be accompanied by an invoice from within 90 consecutive days prior to shipment or professional appraisal from within 90 consecutive days prior to shipment as a condition precedent to coverage shall be valued at the invoice value or professional appraisal plus any declared freight costs.
- D. Coverage is hereby afforded for Hazmat Shipments warranted shipped in accordance with the US

Department of Transportation Hazardous Materials Regulation (HMR) covered under 49 CFR Parts 171-180.

- E. Approved Reefer/Temperature Controlled Goods are insured against all risks of physical loss or damage from external cause; however, excluding spoilage and/or decay and/or change in temperature and/or deterioration unless caused by or resulting from breakdown or derangement or stoppage of refrigerating machinery and/or refrigerating plant and/or insulation provided such breakdown, derangement, or stoppage continues for not less than four (4) consecutive hours for domestic shipments and not less than twenty-four (24) consecutive hours for international shipments as evidenced by the engineer's or other appropriate log or by an accurate temperature recording device. Loss or damage to Insured Goods due to delay is specifically excluded.
- F. Coverage is hereby afforded for shipments of firearms and/or ammunition warranted shipped in accordance with regulations outlined by 27 CFR Part 178 – Commerce in Firearms and Ammunition.
- G. Coverage is hereby afforded for used household Insured Goods and personal effects warranted professionally packed and a value itemized inventory is completed prior to shipment. Used household Insured Goods and personal effects are excluded from loss of physical damage unless the Insured is able to demonstrate that such damage is the result of a peril insured.
- H. Failure to comply with any of the following will result in a coverage denial for theft, hijacking, shortage, pilferage and/or non-delivery for shipments to/from Mexico:
  - 1. All trailers (excluding but not limited to open flat-beds, step-decks, and the like) must be equipped with ISO security compliant locks/seals;
  - 2. All vehicles must be equipped with GPS tracking;
  - 3. Shipment must not be left unattended at any time during transit;
  - 4. While in Mexico and where possible, it is warranted that all trucks are to utilize the toll road system and/or authorized fiscal routes; and
  - 5. Shipments must utilize a monitoring protocol that must raise alarms due to:
    - a. Route deviation;
    - b. Unscheduled or unauthorized stops; and
    - c. Unplanned opening of cabin doors.

## **8. Exclusions:**

8.1 The following is a list of goods, causes of loss and/or damage, and geographic regions describing risks and perils that are excluded from this policy unless modified, superseded, or endorsed hereon:

- A. Excluded Items: This policy does not cover any Excluded Items.
- B. Excluded Countries, Territories, and Geographic Regions

Completely Excluded: Shipments sent to/from Afghanistan, Angola, Congo, Cuba, Iran, Iraq, Liberia, Libya, Myanmar (Burma), North Korea, Pakistan, Sierra Leone, Somalia, Sudan, Syria, Venezuela, Yemen and Zimbabwe.

Countries where coverage terminates upon unloading from vessel/aircraft and in which ground transportation risks are excluded:

- 1. Russia and other Commonwealth of Independent States countries (includes Armenia, Azerbaijan, Belarus, Kazakhstan, Kyrgyzstan, Moldova, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan);
- 2. All of Continental Africa; and
- 3. Brazil.

Shipments to and from Mexico are approved for coverage. Intra-Mexico Shipments (with an Origin and

Destination both in Mexico) are specifically excluded from coverage.

It is understood and agreed that Underwriters shall not provide coverage nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Administrator or Underwriters 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.

C. Excluded Causes of Loss or Damage

1. Loss, damage, or non-delivery of any shipment which is addressed incorrectly or packed insufficiently to withstand the normal rigors of transit.
2. Loss, damage, or non-delivery of any shipment due to the origin and/or destination address differing, for whatever reason, from the origin and/or destination address listed on the Carrier's bill of lading and/or the Declaration of Insurance.
3. Loss, damage or shortage arising out of loss of market, delay, loss of use, clean-up costs, consequential and/or incidental expenses (including but not limited to general average and/or marine salvage charges), decay, inherent vice, or other deterioration, whether or not arising out of a peril insured against.
4. Loss arising out of infidelity, dishonesty, or any overt act on the part of the Insured, associated interest, and/or any of the Insured's employees whether occurring during hours of employment or otherwise, or on the part of custodians (common carriers excepted), of the Insured Goods.
5. Loss arising out of any fraudulent transaction, however perpetrated, that causes the Insured to place the Insured Goods into transit or otherwise relinquish ownership of the Insured Goods.
6. Loss, damage, or expense caused by or resulting from change in temperature or atmosphere, spoilage, deterioration, and/or decay, whether or not arising from a peril otherwise insured.
7. Loss or damage due to mechanical, electrical or electronic derangement unless there is evidence of external damage to the Insured Goods and its packaging. Data files and installed computer programs are not covered for erasure, corruption or loss.
8. Loss or damage to used Insured Goods from marring, scratching, denting, chipping, staining, tearing or pre-existing conditions.
9. Loss or damage to any steel/metal and/or steel/metal products arising out of rust, oxidation, and discoloration.
10. Loss or damage to non-protected steel/metal and/or steel/metal products (including but not limited to pipe, tube, rods, beams or similar merchandise) due to bending, twisting, and end damage.
11. Concealed Damage – In the event of delay in opening packages at the insured destination, any damage discovered upon opening which can reasonably be attributed to having occurred during the insured voyage shall be adjusted in accordance with all other provisions of this policy; provided that the delay in opening does not exceed 15 days from the date of arrival at the insured destination for general goods and does not exceed 24 hours from the date of arrival at the insured destination for reefer/temperature-controlled Insured Goods. It is a condition of this insurance that packages showing evidence of external damage at the time of arrival at insured destination are to be opened immediately and inspected for damage.

**9. Paramount Warranties:**

THE FOLLOWING WARRANTIES SHALL BE PARAMOUNT AND SHALL NOT BE MODIFIED OR SUPERSEDED BY ANY OTHER PROVISION INCLUDED HEREIN OR STAMPED OR ENDORSED HEREON UNLESS SUCH OTHER PROVISION REFERS SPECIFICALLY TO THE RISKS EXCLUDED BY THESE WARRANTIES AND EXPRESSLY ASSUMES SAID RISKS:

- A. F.C. & S. WARRANTY (APRIL 3, 1980).
- B. S.R. & C.C. WARRANTY (APRIL 3, 1980).
- C. AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003).
- D. AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003).
- E. DELAY WARRANTY: Warranted free from claim for loss of market or for loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise, unless expressly assumed in writing herein.
- F. OFAC/ECONOMIC SANCTIONS VIOLATION EXCLUSION.
- G. MARINE CYBER EXCLUSION - - LMA5403.

Refer to Full Paramount Warranty Wording Appendix for full wording of all warranties.

#### **10. Terms and Conditions:**

10.1 The Insured agrees to indemnify and hold harmless Underwriters and the Administrator from any loss, liability, damage or costs, including court costs and attorney fees that they may incur due to misreading, misunderstanding, or failure to follow and adhere to the coverage requirements as per this policy or as endorsed. The Insured is responsible for ensuring the merchandise shipped is in accordance with the terms and conditions of this policy and is not an excluded commodity.

10.2 All Insured Goods that are covered on the Declaration of Insurance will be shipped in strict accordance with all regulations of the Carrier.

#### 10.3 Other Insurance

If there is other insurance coverage applicable to the shipment, the coverage provided hereunder will apply only as excess coverage and in no event as contributing insurance. Only after the other insurance has paid up to its limit(s), Underwriters will provide coverage up to the Limit of Insurance, subject to Section 3.2 above. However, in no event shall Underwriters' payment hereunder exceed the remainder of the loss once the other insurance has paid up to its limit(s). If the Carrier and/or any other third-party bears liability for a loss covered under this policy and there is no other insurance coverage applicable to the shipment, it is expressly agreed this policy's coverage shall be considered primary coverage and will not be applied in excess of such liability.

#### 10.4 Subrogation

- A. It is a condition of this insurance that if the Carrier's liability is present on a shipment, upon payment of any loss, Underwriters shall be subrogated to all the rights of the Insured against third parties with respect to such loss (including but not limited to the Carrier).
- B. It is a further condition of this insurance that the Insured will cooperate in the subrogation efforts, which will be conducted by the Administrator. This includes but is not limited to the timely filing of all claims against responsible parties and the production of documentation as well as any other necessary assistance required by the Administrator.
- C. Subject to Section 10.13 below, it is a further condition of this insurance that if the Insured impairs or diminishes the rights to which Underwriters would be subrogated upon payment, the Administrator may deduct from such payment a sum equal to the estimated recovery lost by reason of the Insured's action or inaction.

## 10.5 Claims

- A. The Insured must complete an Administrator claim form for damage or notice of non-delivery as found at [www.falveyshippers.com/claim](http://www.falveyshippers.com/claim) in accordance with the following time restraints: (i) for damage claims, the Insured must complete the claim form within nine (9) months of the date of delivery shown on the Carrier's bill of lading; and, (ii) for non-delivery claims, the Insured must complete the claim form within nine (9) months from the date of the expected delivery shown on the Carrier's bill of lading. Failure to complete a claim form within the time restraints described in the subsection above will result in denial of the claim.
- B. The Insured must file written notice of loss or damage with the Carrier within the Carrier's claim reporting period, but in no event shall such notification exceed: (i) for damage claims, nine (9) months of the date of delivery shown on the Carrier's bill of lading; and, (ii) for non-delivery claims, nine (9) months from the date of the expected delivery shown on the Carrier's bill of lading.
- C. Photographs should be taken before and after packing and unpacking for better documentation in the event of a claim.
- D. All packaging material and damaged goods must be kept in the original form as received. Packaging and damaged goods must not be disposed of or released to the shipping Carrier before a claim is completed. Failure to comply may result in the denial of the claim.
- E. In the event of a claim, the Insured must submit:
  - 1. A completed Administrator claim form as found at: [www.falveyshippers.com/claim](http://www.falveyshippers.com/claim);
  - 2. A copy of the Carrier's tracking report;
  - 3. Bill of lading;
  - 4. Signed delivery receipt if applicable;
  - 5. A copy of the invoice and/or sales receipt;
  - 6. Photos of damaged goods and packaging;
  - 7. An itemized repair estimate if applicable; and
  - 8. Any other documentation specifically requested by the adjusters representing the Administrator.
- F. In case of loss or damage to the goods declared the following must be completed:
  - 1. For freight shipments, the Insured will file immediate notice of non-delivery, damage, or shortage with the Carrier and with the Administrator.
  - 2. For Parcel Shipments the Insured will immediately file notice of non-delivery with the Carrier but will wait 20 days to file for non-delivery with Falvey Shippers Insurance. In case of damage the Insured will immediately file notice with the Carrier and Falvey Shippers Insurance.
  - 3. The recipient will inspect all incoming packages and shipments on delivery and will take proper exceptions on the delivery receipt when any loss or damage is apparent at the time of delivery.
- G. All damaged property for which payment (not repair costs), or replacement has been made, must on request be returned to the Administrator.
- H. Once a claim has been accepted and approved by Underwriters, prompt payment will be made to the Insured or their assignee.
- I. Underwriters may rely on the determination of responsibility made by the original Carrier to assist in substantiating the loss.
- J. In the event of loss of or damage to any one or more pieces of a set comprising, when completed for sale or use of two or more components pieces, Underwriters shall be liable only for the proportion of the Total Insured Value of the piece or pieces lost or damaged or, at the option of the Insured, for the Total Insured Value of the total set. In consideration of the foregoing, the Insured agrees, where such settlement option has been exercised, to surrender to the Administrator, when so requested, the undamaged or available pieces of the set.

## 10.6 Service of Suit

It is agreed that in the event of any dispute arising with respect to payment of any amount claimed to be due hereunder, Underwriter and the Insured hereon agree to submit to the jurisdiction of the United

States District Court for the Southern District of New York, or, in the event the United States District Court for the Southern District of New York lacks federal subject matter jurisdiction, to the jurisdiction of the Supreme Court of the State and the County of New York, and will comply with all requirements necessary to establish jurisdiction with such Court and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. If it is determined by the United States District Court for the Southern District of New York, or in the alternative the Supreme Court of the State and the County of New York, that this forum selection is not enforceable, Underwriters will, at the request of the Insured, submit to the jurisdiction of a court of competent jurisdiction within the United States of America, in which event Underwriters shall have the right to remove the action to a United States Federal District Court, or to seek remand therefrom, or to seek a transfer to any other court of competent jurisdiction, as permitted by the laws of the United States of America or state and provided further that nothing in this provision constitutes a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States of America. Subject to the Underwriters' rights set forth above: (a) It is further agreed that the Insured may serve process upon: UNITED STATES OF AMERICA - CALIFORNIA, MENDES AND MOUNT 445 South Figueroa Street Suite 1540 Los Angeles CA 90071-1601; UNITED STATES OF AMERICA - ALL OTHER STATES, MENDES AND MOUNT 750 Seventh Avenue New York, New York 10019; CANADA ATTORNEY-IN-FACT 1155, Rue Metcalfe Suite 1540 Montreal, Quebec, Canada H3B 2V6. Further, that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or of any Appellate Court in the event of an appeal. (b) The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted. (c) The right of the Insured to bring suit as provided herein shall be limited to a suit brought in its own name and for its own account. (d) Further, pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office (the Officer), as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the Officer is authorized to mail such process or a true copy thereof. No suit or action or proceedings for the recovery of any claim under this Coverage shall be sustainable in any court of law or equity unless the same is commenced within (12) months after discovery by the Insured of the occurrence which gives rise to the claims, provided however, that if by the laws of the State within which this Coverage is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced within the shortest limit to time permitted by the laws of such State to be fixed herein.

#### 10.7 Governing Law and Jurisdiction

This is a Policy of Marine Insurance governed by United States federal maritime law as recognized in the United States Court of Appeals for the Second Circuit, and to the extent the federal maritime law does not provide an applicable rule of law, then the law of the State of New York of New York, independent of any rules as to choice of law. If any term or condition of this policy is found to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of any such term or condition shall not affect the validity and enforceability of the remaining terms and conditions of this policy.

#### 10.8 Loss Payee

It is hereby agreed and understood that claim payments will be made to the Insured or their assignee unless a Loss Payee is listed on the Declaration of Insurance.

#### 10.9 Concealment or Misrepresentations

This policy shall be void if the Insured has concealed or misrepresented in writing or otherwise any material facts or circumstances concerning this insurance or the subject thereof, or if the Insured shall make any attempt to defraud Underwriters either before or the Administrator after a loss.

#### 10.10 Assignment

This insurance may not be assigned or transferred without Underwriters' written consent and/or the written consent of the Administrator.

#### 10.11 Cancellation

- A. The Named Insured may cancel this policy at any time by mailing or delivering advance written notice to the Administrator. Once the Administrator receives the Named Insured's written notice for cancellation of the policy, coverage shall only remain in place for those Insured Goods already in transit at the time the Administrator receives the Named Insured's written notice. In no event shall coverage extend to any shipment not yet in transit after the Administrator receives the Named Insured's written notice for cancellation of the policy.
- B. The Named Insured may cancel this Declaration of Insurance at any time within 14 days of the expected date of shipment by mailing or delivering advance written notice to the Administrator. Any written request received after the close of business (5:00 PM Eastern Standard Time) on the 14<sup>th</sup> day following the expected date of shipment, shall be deemed untimely. In no event may the Named Insured cancel this Declaration of Insurance once the Insured Goods have entered transit.
- C. Underwriters may cancel this policy by mailing or delivering written notice to the Named Insured at least:
  - 1. 10 days before the effective date of cancellation if cancellation is for nonpayment of premium; or
  - 2. 30 days before the effective date of cancellation if cancellation is for any other reason.

If the notice is mailed, proof of mailing shall be sufficient proof of notice.

- D. Underwriters expressly reserve the right to cancel this policy if the Named Insured fails to adhere to the Terms and Conditions incorporated within this policy.

#### 10.12 Nonrenewal

Underwriters may nonrenew this policy by mailing or delivering written notice to the Named Insured at least 30 days before the effective date of nonrenewal.

#### 10.13 Carrier or Bailee

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee. If the Named Insured transfers, or attempts to transfer, any policy benefit(s) to the Carrier, whether through contractual terms contained in the bill of lading, any other service contract between the shipper or Carrier or any other method, then this insurance shall be void.

#### 10.14 Property of Others

Unless otherwise specifically stated in this policy, Underwriters are not liable for loss or damage to property owned by any person other than the Insured, unless the interest of the Insured therein is stated

in this policy.

#### 10.15 Appraisal

In the event of disagreement between the Insured and the Administrator as to the value of the Insured Goods or the amount of the loss, then on the written demand of either each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty (20) days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen (15) days to agree upon such umpire, then, on request of the Insured or the Administrator, such umpire shall be selected by a judge of a court of record in the state in which the property is located. The appraisers shall then appraise the loss, stating separately Actual Cash Value and loss to each item; and failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with the Administrator shall determine the amount of Actual Cash Value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

#### 10.16 Loss Payment

Loss is payable within sixty (60) days after completion and acceptance of the proof of loss.

#### 10.17 Abandonment

There can be no abandonment of any property to the Administrator.

### **Full PARAMOUNT WARRANTIES Wording Appendix**

The following Warranties shall be paramount and shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes said risks:

#### A. F.C. & S. WARRANTY (APRIL 3, 1980):

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY THIS INSURANCE IS WARRANTED FREE FROM:

- (1) capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization, and the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- (2) all loss, damage or expense, whether in time of peace or war, caused by (a) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or (b) any mine or torpedo;
- (3) all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power;
- (4) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.

#### B. S.R. & C.C. WARRANTY (APRIL 3, 1980):

- (1) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders;
- (2) vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

C. AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003):

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 ionizing 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.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions and a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

D. AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003):

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

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

E. DELAY WARRANTY:

Warranted free from claim for loss of market or for loss, damage, expense or deterioration arising from delay, whether caused by a peril insured against or otherwise, unless expressly assumed in writing herein.

F. OFAC/ ECONOMIC SANCTIONS VIOLATION EXCLUSION:

Whenever coverage, indemnification, or reimbursement provided by this Policy would be in violation of any United States economic or trade sanctions such as, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Asset Control, such coverage shall be NULL AND VOID.

Any coverage relating to or referred to in any certificate or other evidence of insurance issued by any person in violation of United States economic or trade sanctions referred to above shall be NULL AND VOID.

Any claim for loss, damage, cost, liability or expense that would otherwise be recoverable under this policy, for which the payment would be in violation of United States economic or trade sanctions referred to above, shall be NULL AND VOID.

G. MARINE CYBER EXCLUSION - 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.