

Form #OC001 (Rev. May 20, 2008)
Standard Schedule of Clauses

The following are clauses which apply to the attached policy:

- **Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause - Hulls, Etc. – Clause 359**
- **Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause – Clause 370**
- **Institute Cyber Attack Exclusion Clause – Clause 380**
- **Information Technology Hazards Clause**
- **Several Liability Clause**
- **Currency Clause**
- **Diving Exclusion**

Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause - Hulls, Etc. – Clause 359 (1/11/95)

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

1. Cancellation

Cover hereunder in respect of the risks of war, etc 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 cover 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 warranties.

2. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc, shall TERMINATE AUTOMATICALLY

upon the outbreak of war (whether there be a declaration of war or not) between any of the following United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use.

3. Five Powers War and Nuclear Exclusions

This Insurance excludes:

Loss damage liability or expense arising from

the outbreak of war, whether there be a declaration of war or not, between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China; requisition either for title or use.

Loss damage liability or expense directly or indirectly caused by or arising from

ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. Law and Practice

This clause is subject to English law and practice.

Cover in respect of the risks of war, etc shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause – Clause 370 (10/11/2003)

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

ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

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.

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

Institute Cyber Attack Exclusion Clause – Clause 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.

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 or not, are not covered by our Contract.

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 coverage from our Contract of losses if otherwise permitted under the terms of this Contract if they are caused by any such peril(s).

Several Liability Clause

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 subscription. 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.

Currency Clause

The currency applicable to this policy is Canadian dollars.

Exclusions

Notwithstanding anything to the contrary contained herein this insurance EXCLUDES:

1. Any liability in respect of crew of the insured vessel(s), any employee of the assured or in respect of any fare paying passengers and/or persons carried for reward.
2. Any claim recoverable under any applicable Workers Compensation Act or any liability arising directly or indirectly in respect of such act.
3. Any claim arising directly or indirectly under any Longshoreman's and Harbour Workmen's Compensation Act of the USA, or any amendments thereto.
4. (Applicable only to tanker vessels and barges utilized for the carriage of fluid cargoes in bulk.) All claims in respect of the carrying or discharge or spillage, accidental or otherwise, of any pollutant howsoever arising, except to the extent as may subsequently be endorsed hereon.

Extension - Mortgage Permission

Notwithstanding anything to the contrary contained herein permission is granted for the vessel(s) to be mortgaged without prejudice to this insurance.

Diving Exclusion

Excluding any liability for, or any loss, damage or expense directly or indirectly resulting from, any scuba diving operation or service from the insured vessel, or arising from the filling of air tanks, regardless of where that activity takes place. We do not insure you for errors and omissions alleged in connection with the training, certification, equipping or other preparations of persons participating in scuba diving activities.