

BUILDERS RISKS – OTHER CLAUSES

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE.

A person who is not a party to this insurance policy shall have no right under the Contracts (Rights of Third Parties) Act 1999 (UK) or other substantively similar legislation, to enforce any of its terms.

ABSOLUTE ASBESTOS EXCLUSION CLAUSE

This policy 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, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION (CL 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:
 - 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 of war employing atomic or nuclear fission and or fusion or other like reaction or radioactive force of 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
-

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE (CL 380) 10/11/2003

- 1.1 Subject only to Clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly 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 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 computer software programme, or any electronic system in the launch and/o guidance system and/or firing mechanism of any weapon or missile.
-

DEFERRED PREMIUM CLAUSE

Notwithstanding that this policy is issued as a contract for a period of twelve months, it is hereby understood and agreed that the premium shall be payable in the following circumstances:

As per schedule

Nevertheless it is further understood and agreed that in the event of any installment not being paid on its due date, the cover afforded by this policy shall be deemed to have ceased at midnight on such due date.

In the event of a claim arising hereunder exceeds the installment premium paid on this policy, the installment of premium then outstanding shall become due and payable forthwith.

WAIVER OF SUBROGATION CLAUSE

Any claimant under this policy shall at the request and at the expense of the underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by underwriters for the purpose of endorsing any rights and remedies of things which shall be or become necessary or required before or after indemnification by the underwriters. The rights of subrogation against affiliated and/or individual companies connected therewith is hereby waived.
