

Russia – Ukraine Conflict P&I War Risks Exclusion for Yacht Liability

Save and to the extent otherwise agreed in writing by the Managers, where cover hereunder includes War Risks in accordance with Part B Clause 8 of the Yacht Liability Terms and Conditions, the following terms shall apply.

1. Exclusion of War Risks

Cover provided under Clause 8 xxiii in respect of War Risks shall exclude all loss, damage, liability, cost or expense:

- a. caused by or arising from or in connection with any Russia - Ukraine conflict and/or any expansion of such conflict; or
- b. in any area or territory or territorial waters where Russian armed forces, Russian-backed forces, and/or Russian authorities, are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.
- c. arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula, and the Republic of Moldova.

The terms of Clause 8 xxiii (iii) and (iv) are amended to provide as follows:

2. Notice of Cancellation (“Notice”)

Where this policy insures liability, loss, damage, cost, or expense caused by, arising out of or in any way connected with one or more of the following risks:

- 2.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power or any act of terrorism, (In the event of any dispute as to whether or not any act constitutes an act of terrorism, the decision of the Directors shall be final);
- 2.2 capture, seizure, arrest, restraint, or detainment, and the consequences thereof or any attempt thereat;
- 2.3 mines including derelict mines, torpedoes, bombs, rockets, shells, explosives, or other similar weapons of war including derelict weapons of war, including those liabilities, costs or expenses which arise solely by reason of:
 - (a) the transport of any such weapons whether on board the Entered Ship or not, or
 - (b) the use of any such weapons either as a result of Government order or through compliance with a written direction given by the Managers or Directors where the reason for such use was the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover of the Club;
- 2.4 strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- 2.5 terrorism, or any person acting maliciously or from a political motive;
- 2.6 confiscation, nationalisation, expropriation, deprivation, or requisition;

MANAGERS: STEAMSHIP P&I MANAGEMENT LLP

SPIM is an appointed representative of Steamship Insurance Management Services Limited which is authorised and regulated by the Financial Conduct Authority

Registered in England and Wales – Registration Number OC376859. FCA registration number 597046

Aquatical House, 39 Bell Lane, London, E1 7LU, UK

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this policy may be cancelled in respect of these risks only by the Club giving 72 hours' notice of cancellation (hereinafter "Notice"), with Notice of cancellation being effective from midnight Greenwich Mean Time on the day Notice is given by the Association.

The Club may subsequently agree to reinstate cover, if required, at terms to be agreed in writing by the Club.

Any reinstatement of cover shall occur at a time to be agreed by the Club.

3. Automatic Termination

3.1 Whether or not the notice of cancellation described in clause 2 above has been given, this insurance shall TERMINATE AUTOMATICALLY and without notice:

- 3.1.1 upon the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur, and/or
- 3.1.2 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, the People's Republic of China, France, or the Russian Federation.
- 3.1.3 any liability, loss, damage, cost, or expense so arising shall be excluded.

The terms of this Exclusion clause shall apply to any and all ancillary covers provided under the terms of this policy insofar as losses, damages, liabilities, costs and expenses excluded hereunder.

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