
Changes to legislation: *There are outstanding changes not yet made to Regulation (EC) No 392/2009 of the European Parliament and of the Council. Any changes that have already been made to the legislation appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes*

ANNEX II

**Extract From the IMO Reservation and Guidelines for Implementation
of THE ATHENS Convention, adopted by the Legal Committee of the
INTERNATIONAL MARITIME ORGANISATION on 19 October 2006
IMO RESERVATION AND GUIDELINES FOR
IMPLEMENTATION OF THE ATHENS CONVENTION**

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APPENDIX A

Clauses referred to in guidelines 2.1.1, 2.1.2 and 2.2.1

Institute Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause (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 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.

Institute Cyber Attack Exclusion Clause (Cl. 380, 10/11/03)

1. Subject only to clause 10.2 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.
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 10.1 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.

War Automatic Termination and Exclusion

- 1.1. Automatic Termination of Cover

Whether or not such notice of cancellation has been given cover hereunder shall TERMINATE AUTOMATICALLY

- 1.1.1. 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;
- 1.1.2. 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.
- 1.2. Five Powers War

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This insurance excludes

- 1.2.1. 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;
- 1.2.2. requisition either for title or use.

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Changes and effects yet to be applied to the whole legislation item and associated provisions

- Annex 1 omitted by [S.I. 2019/649 reg. 6\(11\)](#)
- Art. 1(1)(a) words substituted by [S.I. 2019/649 reg. 6\(2\)\(a\)\(ii\)](#)
- Art. 2(a) words substituted by [S.I. 2019/649 reg. 6\(3\)\(b\)](#)
- Art. 2(b) words substituted by [S.I. 2019/649 reg. 6\(3\)\(b\)](#)
- Art. 2(c) words substituted by [S.I. 2019/649 reg. 6\(3\)\(b\)](#)