

As part of our renewal process we are reissuing many of our policies to reflect our new name and to update the Institute Radioactive Contamination Exclusion Clause contained in the policy.

There have been two previous versions of this Clause dated 1/11/02 and 1/10/90 and current policies may contain either one depending on when they were issued. We are now standardising all our policies to the latest version dated 10/11/03.

The adoption of this Clause by the worldwide insurance market is an attempt to draw new boundaries in an ever-changing world. Bio-chemical risks are new emerging risks, in the sense that these risks were simply not present a number of years ago and certainly not foreseen by the drafters of previous Institute Clauses.

The differences between the new Clause and the previous Clause(s) are:

The Institute Extended Radioactive Contamination Exclusion Clause 1/11/02 varied the Institute Radioactive Contamination Exclusion Clause 1/10/90 as follows:

- in sub-clause 1.3, the new Clause changed the words "any weapon of war" to "any weapon or device", thus removing possible arguments as to what constitutes either a weapon or a war.

- a further exclusion was added (sub-clause 1.4) that broadened exclusion sub-clause 1.2 to include any radioactive matter. Sub-clause 1.4 specifically states that it does not extend to the transport of radioactive isotopes for commercial, agricultural, medical, scientific or other similar peaceful purposes.

The new Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03 incorporates the above changes, and a further exclusion (sub-clause 1.5) is added that broadens the exclusions to specifically name chemical, biological, bio-chemical or electromagnetic weapons. It does not contain the exceptions to the exclusion contained in sub-clause 1.4.

The new Clause has been mandated globally by reinsurers. It is paramount and over-rides any other provision within the policy wording.

If you have any queries about the application of this Clause, please contact us.

### **The Team at Vero National Marine**



### **Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03**

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.