

Coronavirus exclusion clause (LMA5395 09/04/2020)
Cyber Attack Exclusion Clause – LMA5403

Due to the requirements of the Lloyd's Syndicates and the global reinsurance market (dd. 01/01/21), there have been changes in the terms and conditions of all reinsurance arrangements. As the result Coronavirus Exclusion Clause (LMA5395) and Cyber Attack Exclusion Clause (LMA5403) are currently part of all reinsurance agreements for marine and energy risks.

In response to these changes Ingosstrakh Insurance Company have to include Clauses LMA5403 and LMA5395 in all insurance and reinsure policies with the commencement date on or after 1st of January 2021.

Wordings of the above mentioned clauses are outlined below:

Cyber Attack Exclusion Clause – LMA5403

1. Subject only to paragraph 3 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, computer process or any other electronic system.

2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

3. 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, paragraph 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. 11/11/2019.

Coronavirus Exclusion Clause (LMA5395 09/04/2020):

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. This insurance excludes coverage for:

1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of:

a) Coronavirus disease (COVID-19);

b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2); or

c) any mutation or variation of SARS-CoV-2;

or from any fear or threat of a), b) or c) above;

2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a), b) or c) above;

3) any liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of any of a), b) or c) above or the fear or the threat thereof.

*Yours faithfully,
Ingosstrakh Insurance
Company
P&I Department*