

LIABILITY EXCLUSION CLAUSE (2015)

- A. This Contract excludes claims in respect of sums which any original (re)assured becomes liable to pay to any other party.

- B. Notwithstanding the foregoing, this clause shall not exclude such claims by any original (re)assured whose insured operations include:
 - B1. marine or inland waterway vessels, craft or units, including the ownership, management, operation, chartering and servicing thereof;

 - B2. construction, repair or demolition over and upon water and maritime construction including related exposures on land;

 - B3. construction, repair or demolition of marine or inland waterway vessels, craft or units, including offshore energy rigs and platforms and all related components;

 - B4. marine and cargo terminals, ports, harbors, wharves, piers, jetties, docks, berths, pontoons, marinas, fish farms, seawalls, stevedores, divers, marine agents, marine fueling, bunkering, marine surveyors, marine contractors and boat dealers, including the ownership, management and operation thereof;
 - B4.1. operations in respect of bridges and/or tunnels only as part of B4 above;

 - B5. offshore and onshore hydrocarbon exploration, drilling or production and all related operations, including construction, repair or demolition of equipment or property used in such operations;
 - B5.1. service contractors related to B5 above, including their work both offshore and onshore including on non-navigable waters and marsh or tidal areas;

 - B6. offshore wind farms, wave energy facilities and other alternative offshore energy operations, including all related construction, repair or demolition operations and service contractors thereto;

 - B7. cargo transit by water and/or air and/or land conveyance, including pipeline, provided such pipeline is a part of a port or terminal and is used for purposes of loading, unloading or movement of cargo in connection with the port or terminal operation;

 - B8. cargo storage and warehousing operations;

- B9. bailee's coverage for business defined as inland marine if included in the subject matter of this Contract.
- C. Notwithstanding anything contained herein to the contrary, this Contract excludes claims in respect of sums which any original (re)assured becomes liable to pay to any other party arising out of:
- C1. onshore pipeline operations, when written as such;
 - C2. the ownership, management, operation or chartering of aircraft unless arising from operations described in B1 through B6 above, subject to minimum original underlying (re)insurance limits of \$1,000,000 per seat, subject to a maximum underlying limit of \$10,000,000 or so deemed;
 - C3. with the exception of that relating to B2 and B4 above, the construction, refurbishment, conversion or demolition in respect of onshore risks, unless inland marine is included in the subject matter of this Contract;
 - C4. construction, repair or refurbishment of aircraft and all related components;
 - C5. the ownership, operation or management of commercial airports;
 - C6. onshore workers' compensation or employers' liability losses unless arising from operations as defined in B1 through B6 above, and arising from events involving injuries to more than one individual;
 - C7. Health Hazard or Occupational Disease as defined in the original policy. In the absence of these terms being defined in the original policy, they shall be defined cumulatively as follows:
 - C7.1. Any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.

Any loss, damage, injury or expense due to hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, or carpal tunnel syndrome.

Any loss for Bodily Injury or Personal Injury and/or Property Damage made by or on behalf of any person or persons directly or indirectly on account of continuous, intermittent or repeated exposures to, ingestion, inhalation, or absorption of, any substances, materials,

products, wastes or emissions, noise or environmental disturbance where the Assured is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the Assured of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

For the purpose of this clause, the term "Personal Injury" shall mean bodily injury or insult (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, wrongful detention, humiliation or wrongful eviction.

- C8. However, C6 and C7 shall not apply to business written to cover Jones Act, Maritime Employer's Liability or U.S. Longshoremen's and Harbor Workers Compensation Act coverage or similar state or government regulatory schemes pertaining to maritime employer's liability, including when written on an excess or contingent basis;
 - C9. As respects any Occupational Disease loss(es) arising under Protection and Indemnity and Maritime Employers Liability, worker's compensation or employer's liability coverages, each case of an individual contracting disease for which the Reinsured may be liable shall be considered a separate and distinct loss.
 - C10. directors' and officers' liability, when written as such;
 - C11. liability under the Securities Exchange Act, or similar security laws and regulations;
 - C12. professional indemnity, errors and omissions, and products liability coverage unless related to B1 through B8 above, or Classification Societies, but only for activities directly related to B1 and B2 above;
 - C13. cover for physical loss, damage or consequential loss contingent thereon effected by a direct assured on behalf of another party other than as arising under B1 through B9 above.
- D. The reinsurers' liability hereunder is subject to the terms, conditions and exclusions of this Contract, and shall not exceed the limit of reimbursement provided herein in respect of each loss.