

**JOINT EXCESS LOSS COMMITTEE TERRORISM EXCLUSION CLAUSE 16/11/01
XL 2001/002**

This Contract excludes any loss, damage, liability or expense arising from:

- a) terrorism; and or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

If any insurer asserts that any loss, damage, liability or expense is not covered by reason of this clause it shall be for the assured to prove the contrary.

The Joint Excess Loss Committee Terrorism Exclusion Clause 16/11/01 XL 2001/002 shall not apply to the following:

- 1.0 Any loss, damage, liability or expense arising from the operation, ownership, management or chartering of
 - 1.1 Vessels, craft and units whilst offshore, afloat, under construction or repair, in dock or whilst in store ashore
 - 1.2 Seawalls, wharves, piers, jetties, docks, berths, pontoons and associated dockside equipment all whilst within the confines of the port, terminal, shipyards, harbour or marina
 - 1.3 Platforms, facilities, and associated equipment, whilst offshore, or whilst in, on or under any navigable waters, including all related construction or repair operations.
 - 1.4 Pipelines and cables whilst offshore, or whilst in, on or under any navigable waters (other than whilst in tunnels), including all related construction or repair operations whilst offshore, or whilst in, on or under any navigable waters.
- 2.0 Cargo in the ordinary course of transit per Joint Cargo Committee Termination of Transit Clause (Terrorism) JC2001/056

Notwithstanding anything contained herein to the contrary, with regard to Cargo and Specie business, the Joint Excess Loss Committee Terrorism Exclusion Clause 16/11/01 XL 2001/002 shall not apply if a loss occurs due to an "Act of Theft".

An "Act of Theft" will be treated as theft regardless of the motive of the perpetrator(s) involved.