

The **LEVIATHAN** Facility

S.R.P. Edwards & Co. Ltd.
Registered Office: 40 Lime Street
London EC3M 7AW
Registered in England: 3229607
FSA Reference Number 305555
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S.R.P. EDWARDS & CO. LTD - STANDARD CLAUSES

The following are the standard clauses and generally, accepted clauses that we prefer to use. For subsea, physical damage risk, it is important to have wide coverage, which the Leviathan All Risks Wordings provide. For Liabilities, we will assist with the selection of the most appropriate clauses or forms. This list is **not exhaustive**.

Leviathan All Risks 2008 with risk specific conditions precedent, examples attached.
Non Payment of Premium Termination Clause LSW1212
Underwriters' Cancellation – Advance Notice Clause LSW1213
Premium Payment Clause LSW3000
Notice of Cancellation Clause (risks of 36 months) LSW 196A
Claims Control Clause (as attached)
Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)
Hull War, Strikes, Terrorism and Related Perils, Notice of Cancellation Administration Clause (JW2005/001B)
Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause. CL 370 10/11/2003.
Institute Cyber Attack Exclusion Clause CL 380. 10/11/2003.
LMA 3333 (Re)Insurers Liability Clause

The Leviathan Facility - ACCEPTABLE CLAUSES

Institute Hull Clauses 01/11/2003 and 01/11/2002
Institute Warranties CL 26 (1.7.76)
Institute Time Clauses - Hulls CL 280 (1.11.95)
International Hull Clauses (1.11.02)
Institute Port Risk Clauses CL 312 (20.7.87)
Institute Builders' Risk Clauses CL 351 (1.6.88)
Institute Protection & Indemnity Amendment Clause CL 357 (1.6.91)
Institute Cargo Clause All Risks "A" CL 252 (1.1.82) iro transit and/or deck.
Institute Cargo Clauses (Air) (Excluding sendings by post) CL.259 (1.1.82)
War and Strikes Clause Hulls-Time CL 281 (1.11.95)
Institute War Clauses (Air Cargo) (Excluding sendings by post) CL 258 (1.1.82)
Institute War Cancellation Clause (Cargo) CL 271 (1.12.82).
Institute Time Clauses - Port risks CL 311 (20.7.87)
Institute Protection & Indemnity War & Strikes Hull Time CL 345 (20.7.87)
Broker Cancellation CL 542NCC0277
Several Liability Clause (Direct or Reinsurance as applicable) LMA 3333
Notice of Cancellation, Automatic Termination of Cover And War and Nuclear Exclusions Clause – Hulls, etc CL 359 (1.1.95)
Institute War Clauses (Cargo) CL 255 (1.1.82)
Service of Suit Clause (Marine) LPO 17D
Reinsurance Clause 576011
Deferred Premium (90 days) subject to brokers cancellation clause (576WFD00878)
Wreck Disturbance Exclusions (as attached)
Supplementary Wordings
SP 23
LPO 418 B

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Leviathan Supplementary Wordings 2008

WRECK DISTURBANCE EXCLUSIONS

Excluding all liability for physical damage or personal injury arising from or for the actual or alleged disturbance and / or removal of wrecks and /or their contents, including declared or undeclared war graves.

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Reinsurance that:

- (a) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim hereunder, advise the Reinsurers as soon as possible;
- (b) The Reinsured shall furnish the Reinsurers with all information available respecting such claim or claims;
- (c) The Reinsurers shall have the right to appoint adjusters and/or representatives acting on their behalf to control all negotiations, adjustments and settlements in connection with such claim or claims.

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