

JHA War and Terrorism 168 Hours Cancellation Clause 1607JHA00006

Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance, is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured person whether war be declared with that state or not,
14. Terrorist activity.

always provided;

That the Insured person(s) are not actively participating in any, or all, of (1) to (14) above, and
That none of (1) to (14) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, and,
That this extension is subject to the terms and conditions of the Limited War Exclusion Clause, NMA 2582B

For the purpose of this extension;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Notwithstanding the foregoing Underwriters reserve the right to give the Insured not less than 168 hours notice of cancellation in respect of the inclusion of any, or all, of the perils listed from (1) to (14) above. Such notice shall be deemed to have been received by the Insured at the time and date that it is received by the intermediary through whom this policy was most directly negotiated with Underwriters.

JHA 27/11/01