

**CERTAIN PERIL? THE DIFFICULTIES OF
DRAFTING TERRORISM COVER**

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- The idea of an earthly paradise in which men should live together in a state of brotherhood, without laws and without brute labour, had haunted the human imagination for thousands of years. And this vision had had a certain hold even on the groups who actually profited by each historic change. The heirs of the French, English and American revolutions had partly believed in their own phrases about the rights of man, freedom of speech, equality before the law and the like and had even allowed their conduct to be influenced by them to some extent. But by the fourth decade of the twentieth century all the main currents of political thought were authoritarian. The earthly paradise had become discredited at exactly the moment when it became realisable.

- First, the contractual terms which need to be applied are “acts of war” and “armed conflict” rather than “war” itself. No authorities directly on those phrases were cited, but I could imagine that each of them might be broader than war itself in the sense that they could arise even in the absence of war. For instance, I wonder whether a casus belli^[1], which it might be argued that 9/11 was, in as much as it led within a month to the invasion of Afghanistan, is a candidate for an act of war?
- - Rix LJ in IF P&C Insurance Limited v. Silversea Cruises Limited “The Silver Cloud” [2004] EWCA Civ 769
- ^[1] An act or situation provoking or justifying war.

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- “Acts of war, armed conflict, strikes, riots, and civil commotions which interfere with the scheduled itinerary of the insured vessel, whether actual or threatened” The Silver Cloud
- “This insurance does not cover any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences: (a) War... hostilities...; (b) . . . civil commotion assuming the proportions of or amounting to a popular rising . . . insurrection, rebellion, revolution military or usurped power or any act of any person acting on behalf of or in connection with an organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.” - Spinneys (1948) Ltd v. Royal Insurance Co Ltd [1980] 1 Lloyd’s Rep 406

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- **“Act of Terrorism” means an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government Defendant jure or Defendant facto by force or violence” – IAU G55 Form (NMA 2751)**
- **For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. - RIBA**

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- **“acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto”. - Reinsurance (Acts of Terrorism) Act 1993**

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