



The Reinsurance Research Council
Le Conseil de Recherche en Réassurance

BULLETIN 22

RELEASED NOVEMBER 2003

RRC

Riders for Nuclear Exclusion Clause and Terrorism Exclusion Clause

This Bulletin provides sample wording for Riders for the RRC Nuclear and Terrorism exclusions. These riders are specific comfort clauses in the event the decisions of the Supreme Court of Canada in *KP Pacific Holdings Ltd. v. Guardian Insurance Co. of Canada*, 2003 S.C.C. 25 and *Churchland v. Gore Mutual Insurance Co.*, 2003 S.C.C. 26 are not applied by a court of competent jurisdiction and reinsurers may wish to provide cover.

Rider for Nuclear Exclusion

This exclusion will not apply to that portion of any resultant (or ensuing) fire loss caused directly or indirectly, in whole or in part, by a Nuclear Loss required to be covered under a property insurance policy solely by reason that a final, non-appealable decision of a court of competent jurisdiction does not apply the decisions of the Supreme Court of Canada in *KP Pacific Holdings Ltd. v. Guardian Insurance Co. of Canada*, 2003 S.C.C. 25 and *Churchland v. Gore Mutual Insurance Co.*, 2003 S.C.C. 26 to the statute governing the interpretation of such policy.

Rider for Terrorism Exclusion

This exclusion will not apply to that portion of any resultant (or ensuing) fire loss caused directly or indirectly, in whole or in part, by "Terrorism" or by any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism" required to be covered under a property insurance policy solely by reason that a final, non-appealable decision of a court of competent jurisdiction does not apply the decisions of the Supreme Court of Canada in *KP Pacific Holdings Ltd. v. Guardian Insurance Co. of Canada*, 2003 S.C.C. 25 and *Churchland v. Gore Mutual Insurance Co.*, 2003 S.C.C. 26 to the statute governing the interpretation of such policy.