Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement

1. NAVIGATION PROVISIONS

Unless and to the extent otherwise agreed by the Underwriters in accordance with Clause 2, the vessel or craft insured hereunder shall not enter sail for or deviate towards the territorial waters of any of the Countries or places, or any other waters described in the current List of Areas of Perceived Enhanced Risk (listed areas) as may be published from time to time in London by the Joint War Committee.

2. BREACH OF NAVIGATION PROVISIONS

- a) If the Insured wishes to secure continuation of coverage under this insurance for a voyage which would otherwise breach Clause 1, it shall give notice to Underwriters and shall only undertake such voyage if it agrees with the Underwriters any amended terms of cover and any additional premium which may be required by the Underwriters
- b) In the event of any breach of any of the provisions of Clause 1, the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance during the period of breach, unless notice of such breach is given to the Underwriters as soon as practicable and any amended terms of cover and any additional premium required by them are agreed.
- c) The absence of prior notice shall not affect the cover under this insurance but it is a condition of this insurance that the Insured is bound to declare to the Underwriters all breaches of the provisions of Clause 1.
- d) If Clause 2(c) is deleted, continuation of coverage under this insurance is conditional upon notice to the Underwriters being given prior to the vessel or craft entering the listed areas.

3. REVISIONS TO LIST OF AREAS OF PERCEIVED ENHANCED RISK

- a) In the event that revisions to the List of Areas of Perceived Enhanced Risk are published by the Joint War Committee, these revisions shall not take effect for the purposes of Clause 1 and Clause 2 hereof unless the Underwriters shall have given 7 days notice of cancellation to the Insured for amendment of the listed areas.
- b) If a vessel or craft remains in the territorial waters of a Country or place after such Country or place has been added to the listed areas under Clause 3(a), the Underwriters shall not be liable for any loss, damage, liability or expense arising out of or resulting from an accident or occurrence otherwise covered under this insurance after expiry of that 7 day period unless notice is given to the Underwriters before the end of that 7 day period and any amended terms of cover and any additional premium required by them are agreed before the expiry of this period.

华泰财产保险有限公司

船舶战争、罢工、恐怖主义和其他相关风险 航区限制条款

1. 航行条款

除非经保险人同意,被保险船舶或航行器不得驶往或绕航至任何在高风险地区名单上列名的国家、地区的领海或其他水域,高风险地区名单由伦敦 Joint War Committee 不定期出版。

2. 违反航行条款

- (1) 若被保险人希望在本保险项下续保可能违反第一条的航程,被保险人应通知保险人,并仅在同意保险人要求的任何承保条款的修订和任何保费的增加时才进行相关航程。
- (2) 若被保险人违反第一条规定,保险人不负责在违反期间内原应由本保险承保的事故或意外造成的任何灭失、损害、责任和费用。除非被保险人立即向保险人将发出违反通知并接受保险人提出的条款修改与保费增加,
- (3) 未发出提前通知并不影响本保险的效力,但被保险人有通知保险人对第一条的违反的义务。
- (4) 若第二条(3)被删除,本保险的延续取决于在船舶或航行器进入所列区域前被保险 人给予保险人通知。

3. 高风险地区名单的修订

- (1) 若 Joint War Committee 对于高风险地区名单进行了修订,这些修改不应以第一条与第二条为目的而生效,除非保险人针对于列名区域修订给予被保险人7日的解约通知期。
- (2) 若船舶或航行器在某一国家或地区被加入第三条(3) 所述的列名区域后仍停留在 其水域,保险人在 7 日后对任何灭失、损害、责任和费用概不负责,即使是由本保险所承 保的事故或意外造成的,除非被保险人在 7 日内通知保险人并接受保险人提出的承保条款 的修改和保费的增加。