

Institute War and Strike Clauses

Hulls-Time CL281

1 PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war
- 1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
- 1.5 any terrorist or any person acting maliciously or from a political motive
- 1.6 confiscation or expropriation.

2 INCORPORATION

The Institute Time Clauses-Hulls 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

Held covered in case of breach of warranty as to towage or salvage services provided notice be given to the

Underwriters immediately after receipt of advices and any additional premium required by them be agreed.

3 DETAINMENT

In the event that the Vessel shall have been the subject of capture seizure arrest restraint detainment confiscation or expropriation, and the Assured shall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then for the purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have been deprived of the possession of the Vessel without any likelihood of recovery.

4 EXCLUSIONS

This insurance excludes

4.1 loss damage liability or expense arising from

4.1.1 any detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, hereinafter called a nuclear weapon of war

4.1.2 the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

4.1.3 requisition or pre-emption

4.1.4 capture seizure arrest restraint detainment confiscation or expropriation by or under the order

of the government or any public or local authority of the country in which the Vessel is owned or registered

4.1.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations

4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause

4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),

4.2 loss damage liability or expense covered by the Institute Time Clauses-Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,

4.3 any claim for any sum recoverable under any other insurance on the Vessel or which would be recoverable under such insurance but for the existence of this insurance,

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle in English law and practice under the York-Antwerp Rules 1974.

5 TERMINATION

5.1 This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters). The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY

5.2.1 upon the occurrence of any hostile detonation of any nuclear weapon of war as defined in Clause 4.1.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

5.2.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China

5.2.3 in the event of the Vessel being requisitioned, either for title or use.

5.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 5, or of the sale of the Vessel, pro rata net return of premium shall be payable to the Assured.

This insurance shall not become effective if, subsequent to its acceptance by the Underwriters and prior to the intended time of its attachment, there has occurred any event which would have automatically terminated this insurance under the provisions of Clause 5 above.

华泰财产保险有限公司

协会船舶战争险及罢工险定期保险条款

1.危险

除本条款的除外条款中另有规定者外,本保险承保下列原因造成的保险船舶的损失或损害:

- 1.1 战争、内战、革命、造反、叛乱或由此引起的内乱或任何交战方之间的敌对行为;
- 1.2 捕获、扣押、扣留、拘禁或羁押以及此种行为所引起的后果或进行此种行为的企图;
- 1.3 被遗弃的水雷、鱼雷、炸弹或其他被遗弃的战争武器;
- 1.4 罢工者、被迫停工工人,或参加工潮、暴动或民变的人员;
- 1.5 任何恐怖分子或恶意或出于政治动机而行为的人员;
- 1.6 没收或征收。

2.并入

协会船舶定期保险条款 1/10/83(包括 4/4 碰撞条款),除其第 1.2, 2, 3, 4, 6, 12, 21.1.8, 22, 23, 24, 25 和 26 条外,只要不与本条款的规定相冲突,即视为被并入本保险。

在违反拖带或救助服务方面的保证时,若被保险人在接到消息后迅速通知保险人,而且同意保险人要求的超期保险费,则保险人予以续保。

3.羁押

为确定保险船舶是否构成推定全损,在被保险船舶已是捕获、扣押、扣留、拘禁、羁押、没收或征收的标的,而且被保险人因此已失去对保险船舶的自由使用和处分达连续 12 个月的情况下,应视为被保险人已丧失了对保险船舶的占有而无重新获得的可能性。

4.除外责任

本保险不承保

4.1 下列原因造成的损失、损害、责任或费用:

4.1.1 应用原子或核裂变和/或聚变或其他类似反应或放射性力量或物质所制造的战争武器(以下称战争武器)的爆炸;

4.1.2 在下述国家间爆发战争(无论宣战与否):英国、美国、法国、苏联、中国;

4.1.3 征购或征用;

4.1.4 船舶所有国或登记国的政府、公共或地方权力机关或根据其命令实施的捕获、扣押、扣留、拘禁、羁押、没收或征收;

4.1.5 根据检疫法规或由于违反海关或贸易法规引起的扣留、拘禁、羁押、没收或征收;

4.1.6 实施常规司法程序,没有提供担保或没有支付罚金或罚款或任何经济原因;

4.1.7 海盗(但本项除外责任不影响第 1 条第 4 款承保的风险)。

4.2 协会船舶定期保险条款 1/10/83(包括 4/4 碰撞条款)承保的或非因第 12 条便可据其索赔的损失、损害、责任或费用。

4.3 根据任何其他对保险船舶的保险可补偿的或非因本保险便可根据该补偿的任何金额的索赔。

4.4 何迟延引起的费用索赔，但在英国法和根据 1974 年约克·安特卫普规则的惯例中原则上可补偿的费用除外。

5. 终止

5.1 本保险得由保险人或被保险人提前 7 天发出通知而注销（此种注销自保险人发出或收到注销通知的当日午夜起届满 7 天时生效）。但如果在这种注销通知届满前保险人和被保险人之间就新的保险费率和/或条件和/或保证达成了协议，保险人同意恢复本保险。

5.2 无论是否已发出此种注销通知，本保险在下述情况下自动终止：

5.2.1 第 4 条第 1 款第（1）项（C4.1.1）定义的核战争武器的敌对性爆炸发生，不论此种爆炸发生于何地、何时，也不论是否涉及到保险船舶；

5.2.2 在下述国家间爆发战争（无论宣战与否）：英国、美国、法国、苏联、中国；

5.2.3 船舶被征购或被征用。

5.3 本保险因注销通知而注销或因本款第 5 条规定的原因或因保险船舶出售而自动终止时，净保险费应按比例退下给被保险人。

如果在保险人承保后和计划的保险责任开始时间之前，发生了根据上述第 5 条的规定可能已自动终止本保险的任何事件，本保险并不生效。