

Endorsement No.
Attaching to policy No. M



ASSURED:

VESSEL(S):

PERIOD: From: 00:01 a.m TBA Local Standard Time at domiciled location of Assured.
To: 00:01 a.m TBA Local Standard Time at domiciled location of Assured.

INTEREST: Protection and Indemnity

Endorsement Effective Date: 00.01 hrs GMT

It is hereby noted and agreed that, with effect from the date stated above, the captioned policy is extended to cover War Risks P&I up to the policy limit in accordance with the **Institute Protection and Indemnity War and Strikes Clauses Hulls – Time (20.7.87) (amended)** subject to the **Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)** and the **Joint War Committee Hull War, Strikes, Terrorism and Related Perils Listed Areas (2nd May 2008) JWLA006** and the **Notice of Cancellation Administration Clause (JW2005/001B)** as attached.

It is a condition of cover that the Hull and Machinery is fully insured for the perils enumerated in the current Institute War and Strikes Clauses – Hull (1.11.95) (Cl.281).

An Additional Premium is due hereon of USD 500.00 per vessel in full for period.

All other terms and conditions remain unamended.

INSTITUTE PROTECTION AND INDEMNITY WAR STRIKES CLAUSES
HULLS – TIMES (CL. 345.) (amended)

This insurance is subject to English law and practice

1. PROTECTION AND INDEMNITY

The Underwriters agree to indemnify the Assured in the manner and to the extent provided Osprey Underwriting Agency Limited Protection and Indemnity Wording (OUAP&I 01.02.97) where the claim, demand, damages, costs and/or expenses has/have been 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. EXCLUSIONS

Subject always to the exclusion of any claim arising from

- 2.1 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
- 2.2 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 Russian Federation, the People's Republic of China
- 2.3 requisition or pre-emption
- 2.4 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
- 2.5 arrest restraint detainment confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
- 2.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
- 2.7 piracy (but this exclusion shall not affect cover under Clause 1.4).

3. NON-CONTRIBUTION

This insurance excludes any claim for any sum recoverable

- 3.1 by the Assured under any other insurance or which would be recoverable under such insurance but for the existence of this insurance
- 3.2 under the OUAP&I Wording (01.02.97) or which would be recoverable thereunder but for policy Limit and Deductible.
- 3.3 under an insurance of the Vessel subject to the Institute War and Strikes Clauses Hulls – Time 1/10/83.

4. **LIMIT**

The Underwriters' liability under this insurance shall not exceed their proportionate part of the amount insured hereunder in respect of each separate accident or occurrence or series of accidents arising of the same event.

5. **ASSIGNMENT**

No assignment of or interest in this insurance or in any moneys which may be or become payable thereunder is to be binding on or recognised by the Underwriters unless a dated notice of such assignment or interest signed by the Assured, and by the assignor in the case of subsequent assignment, is endorsed on the Policy and the Policy with such endorsement is produced before payment of any claim or return of premium thereunder.

6. **DUTY OF ASSURED**

It is a condition of this insurance that the Assured and their servants and agents take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this insurance.

7. **TERMINATION**

7.1 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.

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

7.2.1 upon the occurrence of any hostile detonations of any nuclear weapon of war as defined in Clause 2.1 wheresoever or whensoever such detonation may occur and whether or not the Vessel may be involved

7.2.2 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 Russian Federation, the People's Republic of China

7.2.3 either for title or use.

7.3 In the event either of cancellation by notice or of automatic termination of this insurance by reason of the operation of this Clause 7, 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 7 above.

CL. 345.

Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)

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 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 of 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 Underwriter 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.**

**JW2005/001A
20 June 2005**

Joint War Committee Hull War, Strikes, Terrorism and related Perils Listed Areas
(2 May 2008)

Africa

1. Djibouti excluding transit.
2. Gulf of Aden transit, area as defined overleaf
3. Ivory Coast.
4. Nigeria, including all Nigerian offshore installations.
5. Somalia, including waters out to 200 nautical miles off the eastern (Indian Ocean) coast. Vessels or craft are to stay at least 40 nautical miles to the north of Somalia when transiting the Gulf of Aden (west of 45°E).

Asia

6. Pakistan.
7. Sri Lanka.
8. Thailand, but only the area of the southern Gulf coast between the ports of Songkhla and Narathiwat inclusive.

Eastern Europe

9. Georgia.

Indonesia/Malaysia

10. The island of Ambon (Seram).
11. The port of Balikpapan (SE Borneo) including waters out to 25nm.
12. Borneo, but only the north east coast between the ports of Kudat and Tarakan inclusive.
13. The port of Jakarta.
14. The port of Poso (Sulawesi).
15. Sumatera (Sumatra), but only the North Eastern coast between 5°40'N and 0°48'N, excluding transit.

Middle East

16. Bahrain, excluding transit.
17. Gulf of Aden transit, area as defined overleaf.
18. Iraq, including all Iraqi offshore oil terminals.
19. Israel.
20. Lebanon.
21. Qatar, excluding transit.
22. Saudi Arabia, excluding transit.
23. Yemen.

Philippines, but only

24. Mindanao between the ports of Polloc Harbour and Mati inclusive.
25. Sulu Archipelago including Jolo, as defined overleaf.

Definitions:

- **Named Countries** shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.
- **Named Ports** shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by Insurers) including offshore facilities/terminals, and all waters within 12 nautical miles of such, but not exceeding 12 nautical miles offshore unless specifically stated.

Sulu Archipelago

The area enclosed between:

- a. on the Western side, a straight line between Tanjung Bidadari (5°49'.6N, 118°21'.0E) to position 3°32'.0N, 118°57'.0E
- b. on the South Eastern side, a straight line from there to position 5°50'.0N, 122°31'.0E and thence northwards to position 7°06'.6N, 122°31'.0E
- c. on the Northern side, a straight line from there to Batorampon Point Light (7°06'.6N, 121°53'.8E)
- d. and on the North Western side, a straight line from there back to Tanjung Bidadari.

Gulf of Aden

The area enclosed by the following boundaries:

- a. on the West, Longitude 45°E
- b. on the North, Latitude 15°N
- c. on the East, Longitude 57°E
- d. and on the South, Latitude 10°N

but vessels or craft are not to approach within 100 nautical miles of the Socotra archipelago, and vessels or craft are to stay at least 40 nautical miles to the north of Somalia when transiting the Gulf of Aden.

Hull War, Strikes, Terrorism and Related Perils
Notice of Cancellation Administration Clause (JW2005/001B)

Where Underwriters wish to give notice of cancellation (herein "Notice") in accordance with the terms of the insurance (to which this clause is attached) for the purpose of amending the terms conditions warranties and/or rates, it is agreed as follows:

1. The Notice shall be given by the Leading Underwriter only (on behalf of all Underwriters subscribing to this insurance).
2. The Notice shall identify the policy (by number / Unique Market Reference (UMR), principal Assured, and Interest insured) to which the Notice applies.
3. Where the Notice is given through the broker, the Notice shall be deferred by three working days to enable the broker to transmit the Notice to the Assured(s), mortgagee(s) and other parties to whom the broker has an obligation to transmit the Notice.
4. If the Notice is given for the purpose of amending the listed areas applicable under the Navigation Limitations for War, Strikes, Terrorism and Related Perils (herein "War Risks"):
 - 4.1 where the insurance covers both (a) War Risks and (b) marine and/or other non-war risks, the Notice shall only apply to the cover for War Risks;
 - 4.2 the insurances will be considered as automatically reinstated upon expiry of the Notice, subject to the said listed areas being amended in line with the changes outlined in the Notice;
 - 4.3 in the absence of notice in writing having been received from the Assured prior to the expiry of the Notice,
 - (i) the Assured shall be deemed to have agreed to such amendment of the said listed areas,
 - (ii) the insurance will be automatically reinstated upon expiry of the Notice subject to such amendment of the said listed areas, and
 - (iii) such amendment shall be deemed to have been endorsed upon and form part of the insurance;
 - 4.4 where the listed areas applying to this insurance prior to the Notice have been the subject of any deletion amendment limitation or restriction, such deletion amendment limitation or restriction
 - (a) shall continue to apply *mutatis mutandis* to the new listed areas, but
 - (b) shall not apply to any port(s) and/or place(s) and/or areas added in consequence of the Notice;
 - 4.5 Notwithstanding the foregoing, should the insurance already be subject to navigation limitations so limiting the area of trading that any port(s) and/or place(s) and/or area to be added in consequence of the Notice would not in any case have been a permitted port(s) of call or area of trading, the insurance shall not be subject to the Notice.

5. If this clause is endorsed upon any policy or contract of reinsurance, the terms "Assured" and "Insurance" shall be deemed to be amended to read "Reassured" and "reinsurance" respectively.

JW2005/001B
20 June 2005