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South China Insurance Hull Classification Clauses 29/6/1989

100.09.23(100)華產企字第716號函備查

Warranted that

- 1.1 the Vessel is classed with and existing class maintained.
- 1.2 any recommendations requirements or restrictions imposed by the above Classification Society and relating to the seaworthiness of the Vessel shall be complied with by the dates required by that Society.
- 1.3 the Underwriters have had reported to them all outstanding recommendations requirements or restrictions specified by the immediate past Classification Society and relating to the seaworthiness of the Vessel. should a change of Classification Society have occurred during the twelve months preceding the attachment of this insurance. Where required by the Underwriters, such recommendations requirements or restrictions shall be complied with as specified.
- 1.4 all statutory or regulatory requirements whether arising before or during the period covered by this insurance shall be complied with insofar as they relate to the seaworthiness of the Vessel.
- 1.5 the Assured Owners Managers and Superintendents shall comply with all requirements of the Classification Society regarding the reporting to the Society of accident to and defects in the Vessel.
- 2.1 Unless the Underwriters agree to the contrary in writing this insurance shall terminate automatically when the Classification Society's periodic docking survey or special Survey of hull, boilers, machinery or control equipment becomes overdue, save that in the event of any first extension normally permissible by the Classification Society this insurance shall not terminate until the expiry of such first extension. If held covered at an additional premium if required until arrival at next port should the Vessel be at Sea at the time of such termination. A pro rata daily not return of premium shall be made in the event of termination by operation of this Clause 2 provided always that a total loss of the Vessel, whether by insured perils or otherwise, has not occurred during the period of this insurance or any extension thereof.
- 2.2 Provided always that nothing in this Clause 2 shall have the effect of extending the period of this insurance including any extension thereof.
3. Should the Underwriters wish to approach the Classification Society direct for information the Assured will provide the necessary authorization.
4. For the purposes of any claim the Assured will provide certification by the Classification Society that the Vessel's class has been maintained.

29th June, 1989