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1/10/82

CL. 269.

South China Insurance Institute Marine Policy General Provisions (Cargo)

100.10.31(100)華產企字第786函備查

ENGLISH LAW AND PRACTICE CLAUSE

This insurance is subject to English Law and practice.

INSURABLE INTEREST CLAUSE

1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

2 Subject to 1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

DUTY OF ASSURED CLAUSE

It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of these duties.

WAIVER CLAUSE

Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

WAR EXCLUSION CLAUSE

In no case shall this insurance cover loss damage or expense caused by

1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power

2 capture seizure arrest restraint or detainment (piracy) excepted), and the consequences thereof or any attempt thereat

3 derelict mines torpedoes bombs or other derelict weapons of war.

ATOMIC AND NUCLEAR EXCLUSION CLAUSE

In no case shall this insurance cover loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

The following provision shall be paramount and shall override anything which may appear elsewhere in this contract:-

Should this insurance be extended to cover any loss damage or expense excluded by the above War Exclusion Clause, such war risks cover shall not extend to any claim based upon loss of or frustration of the insured voyage or adventure.

These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular:

(a) in relation to any clause which excludes losses from the cover, insurers may agree a

separate insurance policy covering such losses or may extend the clause to cover such events;

(b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions; .