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20/7/87

(FOR USE ONLY WITH THE NEW MARINE POLICY FORM)

## South China Insurance Institute Protection and Indemnity War and Strikes Clauses-Hulls Time 20/7/1987 CL345

This insurance is subject to English law and practice

100.09.23(100)華產企字第 635 號函備查

### 1 PROTECTION AND INDEMNITY

The Underwriters agree to indemnify the Assured in the manner and to the extent provided in Clause 1 of the Institute Protection and Indemnity Clauses Hull — Time 20/7/87 (excluding Clause 1.3.10) 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 Union of Soviet Socialist Republics, 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 Institute Protection and Indemnity Clauses Hulls — Time 20/7/87 or which would be recoverable thereunder but for Clauses 2 or 3 thereof

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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 out 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 recognized 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 detonation 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 Union of Soviet Socialist Republics, the People's Republic of China

7.2.3 in the event of the Vessel being requisitioned, 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.

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