

※要保人可透過本公司免費服務電話(0800-010850)、網站(<http://www.south-china.com.tw>)或總公司、分公司及通訊處查閱公開資訊文件。
 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令，惟為確保權益，基於保險業與消費者衡平對等原則，消費者仍應詳加閱讀保險單條款與相關文件，審慎選擇保險商品。本商品如有虛偽不實或違法情事，應由本公司及負責人依法負責。
 ※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

South China Insurance Institute War and Strikes Clauses Hulls Voyage 1/10/1983 CL295

This insurance is subject to English law and practice

100.09.23(100)華產企字第630號函備查

1 PERILS	1
Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the Vessel caused by	2
1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	3
1.2 capture seizure arrest restraint or detention, and the consequences thereof or any attempt thereat	4
1.3 derelict mines torpedoes bombs or other derelict weapons of war	5
1.4 strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions	6
1.5 any terrorist or any person acting maliciously or from a political motive	7
1.6 confiscation or expropriation.	8
2 INCORPORATION	9
The Institute Voyage Clauses—Hulls 1/10/83 (including 4/4ths Collision Clause) except Clauses 1.2, 10, 19.1.8, 20, 21, 22 and 23 are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.	10
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.	11
3 DETAINMENT	12
In the event that the Vessel shall have been the subject of capture seizure arrest restraint detention 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.	13
4 EXCLUSIONS	14
This insurance excludes	15
4.1 loss damage liability or expense arising from	16
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	17
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	18
4.1.3 requisition or pre-emption	19
4.1.4 capture seizure arrest restraint detention 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	20
4.1.5 arrest restraint detention confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations	21
4.1.6 the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause	22
4.1.7 piracy (but this exclusion shall not affect cover under Clause 1.4),	23
4.2 loss damage liability or expense covered by the Institute Voyage Clauses—Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 10 thereof,	24
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,	25
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.	26
5 TERMINATION	27
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 rate of premium and/or conditions and/or warranties.	28
5.2 Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY	29
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	30
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	31
5.2.3 in the event of the Vessel being requisitioned, either for title or use.	32
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, a return of premium shall be payable to the Assured.	33

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.