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South China Insurance Institute War and Strikes Clauses Hulls-Time Limited Conditions 1/10/1983 CL300

This insurance is subject to English law and practice

100.09.23(100)華產企字第629號函備查

1	PERILS		2
	Subject always to the exclusions hereinantel referred to, this historiance covers loss of the always to the exclusions hereinantel referred to, this historiance covers loss of the always to the exclusions hereinantel referred to, this historiance covers loss of the always to the exclusions hereinantel referred to, this historiance covers loss of the always to the exclusions hereinantel referred to, this historian covers loss of the always to the exclusions hereinantel referred to, this historian covers loss of the always to the exclusions hereinantel referred to, this historian covers loss of the exclusions hereinantel referred to the exclusions have been exclusive to the exclusions have been exclusioned by the exclusion of the exclusion		
	1.1	war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power	5
	1.2	capture seizure arrest restraint or detainment, arising from perils covered under 1.1 above, and the consequences thereof or any attempt thereat	6 7 8
	1.3	derelict mines torpedoes bombs or other derelict weapons of wateriles looked out workmen, or persons taking part to leave the light planes, riots or civil commotions	9
	1.4		10
2	1.5	any terrorist or any person acting maliciously of from political motive.	11
2	The Ins 21.1.8,	titute Time Clauses—Hulls 770/12 (including 4/4ths Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 22, 23, 24, 25 and 26 are deemed to be incorporated in this insurance in so far as they do not conflict with visions of these clauses.	12 13 14
	Llaid co	overed in case of breach of warranty as to towage or salvage services provided notice be given to the Under- immediately after receipt of advices and any additional premium required by them be agreed.	15 16
3	DETAI	NMENT	17
,	In the 6	event that the Vessel shall have been the subject of capture seizure arrest restraint or detainment, and the dishall thereby have lost the free use and disposal of the Vessel for a continuous period of 12 months then purpose of ascertaining whether the Vessel is a constructive total loss the Assured shall be deemed to have prived of the possession of the Vessel without any likelihood of recovery.	18 19 20 21
4	EXCLU	USIONS	22
	This in	surance excludes	23
	4.1	loss damage liability or expense arising from	24
	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	25 26 27
	4.1.2	the outbreak of war (whether there be a declaration of war or not) between any of the following countries:	28 29
		United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China	30 31 32
	4.1.3	confiscation expropriation requisition or pre-emption	
	4.1.4	capture seizure arrest restraint or detainment 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	33 34 35
	4.1.5	arrest restraint or detainment under quarantine regulations or by reason of infringement of any customs or trading regulations the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or	36 37
	4.1.6	the operation of ordinary judicial process, failure to provide security of to pay any fine of persons any financial cause piracy (but this exclusion shall not affect cover under Clause 1.4),	38 39
	4.1.7		40
	4.2	loss damage liability or expense covered by the Institute Time Clauses—Hulls 1/10/83 (including 4/4ths Collision Clause) or which would be recoverable thereunder but for Clause 12 thereof,	41
	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.	42 43
	4.4	any claim for expenses arising from delay except such expenses as rould be recoverable in principle in English law and practice under the York-Antwerp Rules 1974	44 45
5	TERM	IINATION	46
	5.1	This insurance may be cancelled by either the Underwriters or the Assured giving 7 days notice (such cancellation becoming effective on the explication 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.	47 48 49 50 51
	5.2	Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY	52 53
	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	54 55 56
	5.2.2	upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries:	57 58 59
		United Kingdom, United States of America, France, the Union of Soviet Socialist Republics, the People's Republic of China	60 61
	5.2.3	in the event of the Vessel being requisitioned, either for title or use.	62
	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, pro rata net return of premium shall be payable to the Assured.	63 64 65

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.