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## South China Insurance Requisition Nationalisation and Deprivation Clause

100.09.23(100)華產企字第726號函備查

**This insurance is subject to English Law and Practice**

### 1. PERILS

Subject always to the exclusions hereinafter referred to, this insurance covers loss of or damage to the vessel caused by

- 1.1 requisition for title or use
- 1.2 pre-emption
- 1.3 Nationalisation

### 2. INCORPORATION

The Institute Time Clause-Hulls 1.10.83. (including Collision Clause) except Clauses 1.2, 2, 3, 4, 6, 12, 17, 21, 22, 23, 24, 25 and 26 or equivalent American Institute Hull War Risks and Strikes Clauses (January 18th, 1970) are deemed to be incorporated in this insurance in so far as they do not conflict with the provisions of these clauses.

### 3. DETAINMENT

- 3.1 In the event that the vessel shall have been the subject to requisition, pre-emption or Nationalisation, 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.
- 3.2 This clause 3 shall not operate or prevent a prior collection of a Constructive Total Loss by the Assured if so claimed.

### 4. EXCLUSIONS

This insurance excludes:

- 4.1 loss, damage, liability or expense arising from
  - 4.1.1 requisition preemption or Nationalisation by or under the order of the government or any public local authority.
  - 4.1.2 the failure to provide security or to pay any fine or penalty unless arising directly from a peril insured hereunder.
  - 4.1.3 any financial cause
- 4.2 loss, damage, liability or expense covered by
  - 4.2.1 The Institute Time Clauses-Hulls 1.10.83.(including Collision Clause) or which should be recoverable thereunder but for Clauses 12 thereof, or
  - 4.2.2 The Institute War and Strikes Clauses-Hulls-time 1.10.83.

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4.3 any claim for any sum recoverable under any other insurance on the vessel or which would be recover under such insurance but for the existence of this insurance.

4.4 any claim for expenses arising from delay except such expenses as would be recoverable in principle English law and practice under the York-Antwerp Rules 1974.

## 5. NEW GOVERNMENT

Underwriters subscribing to this insurance hereby agree that if a new Government were installed in a country and after becoming the recognised Government of the country proceeded to requisition or nationalise property by Government decree or other legislation they would settle a loss if it fell under the terms of the policy wording of the insurance. Underwriters subscribing hereto acknowledge and accept that the Government might have been "installed" by force or amend revolt.

## 6. Nationalisation

6.1 Should the property hereby insured be Nationalised or be subject to pre-emption during the currency of this policy and compensation be provided less than 100% of the valued insured hereunder, Underwriters shall indemnify the Assured up to 100% of the difference between such compensation and the value insured hereunder.

6.2 Nevertheless, Underwriters are not liable for any loss arising which is solely due to an inability to transmit funds.

## 7. DEPRIVATION

7.1 In the event of the Assured being deprived of the use or possession of the whole or part of the subject matter of this insurance outside of any country or its territorial waters by reason of the Assured and/or their agents being unable to obtain an export licence from the appropriate authority in the said country and this being unable to export the property, Underwriters agree to pay the insured value of any item insured hereunder (or apportionable part thereof) of which the Assured is do deprived.

7.2 For the purposes of this clause, the Assured shall be deemed to have been deprived of the use of possession of the property after a period of six calendar months has elapsed form the date it has become apparent to the Assured, and advised to Underwriters, that they cannot remove the property from the said

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country and/or its territorial waters.

- 7.3 It is warranted that the Assured and their agents make every reasonable and repeated effort to remove the property prior to and during the aforesaid period of six months.
- 7.4 It is warranted that the necessary permits are obtainable on the attachment thereof.
- 7.5 Nevertheless, this policy does not cover any such deprivation outside of the country named in Clause 4.1.1 above or its territorial waters by reason of such inability to obtain an export licence from the appropriate authority in that country.
- 7.6 Subject otherwise to the terms and conditions of this insurance.
- 7.7 Losses under this insurance are limited overall to the insured value of property or apportionable part thereof as agreed hereon in the event of Underwriters paying a loss under this Clause they shall be entitled at their option, to take over all the Assured rights with regard to such property.

#### 8. LOST OR NOT LOST

The Assured shall be entitled to recover for any insured loss occurring during the period covered by this insurance notwithstanding that the loss or peril occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and/or peril and the Underwriters were not.

This insurance shall be deemed to be a separate insurance to any other which may be covered by the policy to which these clauses are attached and unless specifically incorporated into the terms of this insurance, no provision of such *other* insurance shall apply hereto.