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## South China Insurance Seaworthiness Admitted Clause

101.07.27(101)華產企字第 608 號函備查

The MIA, 1906, sect. 39 imposes a warranty on every marine insurance voyage contract whereby the insured under takes that the overseas vessel shall be seaworthy. However, for many years, cargo underwriters gave the insured the benefit of the doubt in this respect on the assumption that he could not reasonably be expected to give such undertaking in practice. For this purpose the 'Seaworthiness admitted clause' was incorporated in all sets of the ICC published for use with the SG form of policy. When the ICC 1982 were drafted this clause was omitted therefrom to be replaced with a more stringent requirement concerning seaworthiness of both overseas vessel and any craft used to carry the insured goods. Although the clause quoted below is an updated form of the old ICC clause, it is recommended that the relevant exclusion clause in the current ICC (e.g. CI252 cl.5) is more beneficial to underwriters in a modern cargo policy.

The seaworthiness of the vessel as between the Insured and Underwriters is hereby admitted. In the event of loss, the Insured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants without the privity of the Insured.

It is further agreed where cargoes are carried in containers the seaworthiness and/or cargo worthiness of the container is hereby admitted between the Insured and Underwriters.