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South China Insurance Special War Risks Clauses

100.09.23(100)華產企字第723號函備查

1. Average payable irrespective of percentage.
2. In the event of the vessel insured hereunder being posted as missing at Lloyd's or is announced by the Admiralty as missing, it is specially agreed that such vessel is to be treated as a War Loss for the purpose of this insurance and the policy will pay claims hereunder accordingly within thirty days of presentation of proper documents, consideration of such payment Underwriters are to have subrogation to any claim which the Assured may have against the Marine Underwriters with whom the vessel is insured, but this insurance is not to operate as a double insurance.

In the event of this clause becoming operative, it is understood that Underwriters hereon will in no circumstance pay more than the sums insured hereunder for War Risks, either for Hull and/or Interest of Protection and Indemnity risks, it is further understood that the sum payable hereunder on Hull and/or Interest shall not exceed the total amount insured on Hull and Interest for Marine Risks and that the sum payable hereunder for War Protection and Indemnity risks shall not exceed the amounts recoverable under the Marine Protection and Indemnity placing under and until such time as arbitration decides the vessel is a War Loss.

3. In the event that the Vessel shall have been the subject of capture, seizure, arrest, restraint, detainment, confiscation or expropriation, and the Assured, by reason thereof, has lost the free use and disposal of the Vessel for a continuous period of Six(6) months (even though condemnation has not occurred), then for the

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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.

“Restraint” as used in this paragraph shall be deemed to include the inability of the Vessel to sail from any port or place to the high seas because of closure of the connection waterway to all vessels of similar size or draft due to blockage of such waterway caused by hostilities or warlike operation.