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South China Insurance War etc Protection and Indemnity etc Liabilities Clauses

100.09.23(100)華產企字第724號函備查

1. 1.1. It is further agreed that this insurance is extended to cover in full such claims for Protection and Indemnity.
 - 1.1.1 as per clauses or conditions of the Marine Protection and Indemnity Insurance and/or Entry (with any Lloyd's Underwriters, Companies or Protection and Insurance Associations) in connection with the insured vessel as are excluded or otherwise are not and/or may not be recoverable under such insurance and/or entry by reason of
 - 1.1.1.1 any clause or clauses therein excluding capture, seizure, arrest, restraint or detainment of the consequences thereof or any attempt thereat, hostilities, warlike operations or the consequences thereof whether there be a declaration of war or not, civil war, revolution, rebellion, insurrection or civil strife-arising therefrom, mines, torpedoes, bombs or other engines of war, piracy, strikes, lockouts, political or labour disturbances, riots, civil commotions, military or usurped power or acts of persons acting maliciously, or any of them, or
 - 1.1.1.2 any conditions therein stating that the insured vessel shall be deemed to be entered in a "War Risks Association"; or
 - 1.1.2 that result from the perils enumerated in the attached War and Strikes Clauses and sabotage and vandalism; or
 - 1.1.3 as are or would be absolutely or conditionally recoverable under the condition of entry in The Britannia Steamship Insurance Association Limited.
2. Should the insurance and/or club entry for Protection and Indemnity Risks in connection with the insured vessel omit and/or exclude any of the protection granted by entry against all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited then for the purpose of this insurance such omitted and/or excluded protection shall be deemed to be included in such insurance and/or club entry.

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3. In the event of there being no insurance and/or club entry against Protection and Indemnity Risks it is agreed that for the purpose of this insurance the vessel shall be deemed to be entered for all Protection and Indemnity Risks with The Britannia Steamship Insurance Association Limited.
4. This insurance is also to cover liability for contractual repatriation expenses of any crew member as a result of any of the risks set forth in the preceding clauses.
5. Underwriters hereunder agree to waive any right they may have to disclosure of the terms of the insurance and/or club entry against Protection and Indemnity Risks.
6. All claims under this Policy shall be paid in full and without deduction of franchise even though such claims might impliedly be subject to limit deduction or franchise by reason of the terms of the insurance and/or club entry against Protection and Indemnity Risks.
7. Any costs incurred, with the consent of the majority, (in amount) of the Underwriters hereunder, in determining the liability of the Assured to any third party (which expression shall include any other Underwriters) to the Assured or the Underwriters hereunder shall be payable by the latter without regard to any sum which may or may not be payable hereunder.
8. Notwithstanding the provisions of Clause 8, in the event of loss or shipwreck of the vessel from any cause prior to the natural expiry time or automatic termination of this policy, this insurance shall continue to cover the liability of the Assured to the crew of the insured vessel, subject to its terms and conditions and at an additional premium if so required by Underwriters until the crew shall be either discharged or handed at a port or place to which the owners or charterers are required to bring them.
9. Seaworthiness Admitted.