



兆豐產物船舶保險 – Cut Through Clause

CUT THROUGH CLAUSE

Notwithstanding the fact that cover provided hereunder is a reinsurance of the ceding company, the Reinsurers hereon and the ceding company hereby agree that in the event that the ceding company shall go into liquidation or receivership or administration (together know as “events of default”), then it is expressly agreed by the ceding company the reinsurer, in lieu of payment to the ceding company shall pay to the insured the reinsurer’s share of any loss or losses incurred by the ceding company which are within the limit, terms, and conditions of this policy, always provided that the liability of the reinsurer to the reinsured hereunder shall be reduced by the amount of payments made by the reinsurer on account of the same loss of losses to the ceding company and provided further that the reinsurer shall be entitled to deduct from the amount of such loss or losses any premiums due to the reinsurer (but unpaid) under this policy.

It is fully understood and agreed by the ceding company that it is a condition precedent to this policy that payments made directly to the insured pursuant to this clause shall absolve the reinsurer from making any payments to the ceding company or its liquidators, receiver or administrator and shall constitute a full discharge and release of the reinsurer from any and all further liability in connection therewith.