



兆豐產物船舶保險 - WAR ETC. P & I ETC. LIABILITIES CLAUSES

1. This insurance is also to cover in full (up to the amount of this Policy in respect of any one occurrence but including costs as below in addition) such claims for Protection and Indemnity as per clauses or conditions of Protection and Indemnity Insurance and/or entry (with any Lloyd's Underwriters, Companies or Protection and Indemnity Associations) in connection with the insured vessel as are not and/or may not be recoverable under such insurance and/or entry by reason of any clause or clauses therein excluding capture seizure arrest restraint or detainment or 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 lock-outs political or labour disturbances riots civil commotions military or usurped power or acts of persons acting maliciously, or any of them, or by reason of any condition in such insurance and/or entry stating that the insured vessel shall be deemed to be entered in a 'War Risks Association.'
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 United Kingdom Mutual Steam Ship Assurance Association Ltd., and/or the West of England Steamship Owners' Protection and Indemnity Association and/or The Britannia Steam Ship Insurance Association Limited and/or London Steamship Owners Mutual Insurance Association Limited then for the purposes of this insurance such omitted and/or excluded protection shall be deemed to be included in such insurance and/or club entry.
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 United Kingdom Mutual Steam Ship Assurance Association Ltd. and/or the West of England Steamship Owners' Protection and Indemnity Association and/or The Britannia Steam Ship Insurance Association Limited and/or London Steamship Owners Mutual Insurance Association Limited
4. 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.
5. All claims under this Policy shall be paid in full without deduction or 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.
6. 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 or of 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.
7. Underwriters shall not be liable for the Assured's assumed or contractual obligations to the crew of the insured vessel but shall indemnify the Assured in respect of his obligations to repatriate members of the crew. Underwriters liability under this clause shall be limited to the sum insured any one occurrence (and costs in addition).
8. Seaworthiness admitted.
9. Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause - Hulls, etc. CL 359 1/1/95.