



兆豐產物船舶保險 - INSURERS DEFAULT CLAUSE

INSURERS DEFAULT CLAUSE

Where an Event of Default, as hereinafter defined, shall have occurred in relation to any Insurer of this policy, the Insured shall have the right to give immediate notice of cancellation of such Insurer's participation in this policy. Such cancellation shall be effective as at the date the said notice is given or as of the date of the happening of the Event of Default, whichever is the later, either of such dates, as the case may be, being hereafter referred to as the "Notice Date". In the event of cancellation hereunder, the Insured shall be entitled to a pro rata return of premium as from the selected Notice Date and the Insured shall be entitled to set off against any amounts owing by them to the Insurer the pro rata return of premium to which the Insured is entitled hereunder.

For the purpose of this clause an Event of Default shall have occurred if a Insurer:

- a) Suspends payment of claims, or
- b) Becomes unable for whatever reason to pay claims in their entirety when due, or
- c) Is liquidated, or
- d) Is made subject to the appointment of a provisional liquidator, or
- e) Is placed into administration, or
- f) Receives during the duration of this insurance a rating downgrade from either A.M. Best Company or Standard and Poor's to a rating below BBB+, or
- g) Is subject to or is the subject of any proceedings of a similar nature to those set out in (c) to (e) above.