

## 國泰產物船體保險 Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clause – Hulls, etc. (1/11/95)(CL.359)

1/11/95 “These clauses are purely illustrative. Different policy conditions may be agreed. The specimen clauses are available to any interested person upon request. In particular :  
(a) in relation to any clause which excludes losses from the cover, insurers may agree a separate insurance policy covering such losses or may extend the clause to cover such events ;  
(b) in relation to clauses making cover of certain risks subject to specific conditions each insurer may alter the said conditions”.

### **INSTITUTE NOTICE OF CANCELLATION, AUTOMATIC TERMINATION OF COVER AND WAR AND NUCLEAR EXCLUSIONS CLAUSE – HULLS, ETC.**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith**

#### **1 Cancellation**

Cover hereunder in respect of the risks of war, etc may be cancelled by either the Underwriters or the Assured giving 7 days notice ( such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Underwriters ) .The Underwriters agree however to reinstate cover subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

#### **2 Automatic Termination of Cover**

Whether or not such notice of cancellation has been given cover hereunder in respect of the risks of war, etc, shall TERMINATE AUTOMATICALLY

2.1 upon the outbreak of war ( whether there be a declaration of war or not ) between any of the following :

United Kingdom, United States of America, France the Russian Federation, the People's Republic of China ;

2.2 in respect of any vessel, in connection with which cover is granted hereunder, in the event of such vessel being requisitioned either for title or use

#### **3 Five Powers War and Nuclear Exclusions**

This insurance excludes

3.1 loss damage liability or expense arising from

3.1.1 the outbreak of war ( whether there be a declaration of war or not ) between any of the following :

United Kingdom, United States of America, France the Russian Federation, the People's Republic of China ;

3.1.2 requisition either for title or use.

3.2 loss damage liability or expense directly or indirectly caused by or arising from

3.2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

3.2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

3.2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.

#### **4 Law and Practice**

This clause is subject to English law and practice.

Cover in respect of the risks of war, etc shall not become effective if, subsequent to acceptance by the Underwriters and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

**CL. 359**