

MARINE LATENT DAMAGE CLAUSE

Where a separate marine insurance has been effected by the insured, it is agreed that in the event of loss or damage to the property insured due to a peril insured against being discovered after the risk has terminated under the marine insurance and, if after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently, it is understood and agreed that insurers hereon shall contribute 50% of the property adjusted claim provided the marine insurance also agreed to contribute 50% of the claim as may be agreed between the insurers hereon and the marine insurers in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of excess under this policy being different from the excess under the marine insurance policy, settling claims as described above, each insurer shall deduct 50% share of the adjusted claim.

It is hereby understood and agreed that the right of the insured shall not be prejudiced by the failure of any surveyors nominated by the marine insurers to protect marine insurer's rights of subrogation.