



Conditions

1. This insurance covers Total (actual or constructive) only of the insured Vessel caused by the following:--
 - a. Perils of the seas, rivers, lakes or other navigable waters,
 - b. Fire, explosion and
 - c. Barratry of Captain, Officers or Crew. (Total Loss is defined in 6 below.)
2. The insured vessel shall during the Voyage be seaworthy, licensed to sail in inland waters, rivers, lakes or other navigable waters of the Republic of the Union of Myanmar and the occurrence giving rise to a claim shall take place in those waters.
3. In case of any loss it is the duty of the Assured to take necessary and reasonable measures to avert total loss from occurring to the insured vessel. The insured will contribute to expenses properly and reasonably incurred by the Assured in attempting to avert the total loss. Where the Vessel is under – insured at the time of the loss the amount payable by the Insurer shall be reduced in proportion to the under – insurance.
4. The amount paid by the Insurer pursuant to 3 above shall be the only sum in addition to the sum insured or duly reduced amount of an admitted claim but shall in no case exceed the sum insured.
5. On settlement of a total loss claim by the Insurer the salvage, if any shall belong to the Insurer who however is at liberty either to take possession of it or not.
6. Total Loss Defined

Where the subject – matter insured is destroyed or so damaged to cease to be a thing of the kind insured or where the assured is irretrievably deprived thereof, there is an Actual Total Loss.

Where the expenditure which will be incurred to save of salvage the subject – matter insured would amount to at least about 90% of the value of the saved or salvaged subjected – matter insured when the expenditure has been incurred, there is a Constructive Total Loss.