

50/50 clause

In the event of loss or damage to the interest insured due to a peril insured against being discovered after the risk has terminated under this insurance and, if after proper investigation, it is not possible to ascertain whether the cause of such damage happened prior to the termination of the marine adventure or subsequently, it is understood and agreed that Insurers shall contribute 50% of the properly adjusted claim, such contribution to be without prejudice to subsequent final appointment of the claim as may be agreed between the Insurer and the Construction All Risks Insurers subject to the terms and conditions of the respective policies.

In the event of the deductible under this insurance being different from the deductible under the Construction All Risks insurance policy, in settling claims under this clause each insurer shall deduct 50% of its appropriate deductible from its 50% share of the adjusted claim.

In case of conflict between this clause and body of the policy or other additional clauses , this clause shall prevail. All other terms, conditions, and exclusions of the policy shall remain unchanged.