

BRITISH COLUMBIA HULL (FIRE AND TOTAL LOSS FROM MARINE PERILS) FORM-1962

1 (1) This insurance covers:—
2 (a) loss and/or damage caused by or arising from fire
3 and/or explosion and/or lightning
4
5 (b) total and/or constructive total loss from marine perils,
6 as enumerated in Clause No. 2.
7
8 (2) Touching the Adventures and Perils which we, the assurers,
9 are contented to bear and take upon us, they are of the Seas,
10 Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jetisons,
11 Letters of Mart and Counter-Mart, Surprisals, Takings at Sea,
12 Arrests, Restraints and Detainments of all Kings, Princes and
13 Peoples, of what nation, condition or quality soever, Barratry of
14 the Master and Mariners and of all other like Perils, Losses and
15 Misfortunes that have or shall come to the Hurt, Detriment or
16 Damage of the said Vessel, &c., or any part thereof; excepting,
17 however, such of the foregoing Perils as may be excluded by pro-
18 visions elsewhere in these clauses or by endorsement.
19
20 (3) In case of any Loss or Misfortune arising from a peril in-
21 sured against hereunder it shall be lawful for the Assured, their
22 Factors, Servants and Assigns, to sue, labour and travel for, in, and
23 about the Defence, Safeguard and Recovery of the said Vessel, &c.,
24 or any part thereof, without prejudice to this insurance, to the
25 Charges whereof the Underwriters will contribute their proportion as
26 provided below. And it is expressly declared and agreed that no acts
27 of the Underwriters or Assured in recovering, saving or preserving
28 the property insured shall be considered as a waiver or acceptance
29 of abandonment.
30
31 (4) The vessel is covered subject to the provisions of this policy
32 as employment may offer, in port and at sea, in docks and graving
33 docks, and on ways, gridirons and pontoons, at all times, in all
34 places, and on all occasions, services and trades whatsoever and
35 wheresoever, under steam, motor power or sail; with leave to sail
36 or navigate with or without pilots, to go on trial trips and to
37 assist and tow vessels or craft in distress, but if without the ap-
38 proval of Underwriters the Vessel be towed, except as is customary
39 or when in need of assistance, or undertakes towage or salvage
40 services under a pre-arranged contract made by Owners and/or
41 Charterers, the Assured shall notify Underwriters immediately and
42 pay an additional premium if required but no such premium shall
43 be required for customary towage by the Vessel in connection with
44 loading and discharging. With liberty to discharge, exchange and
45 take on board goods, specie, passengers and stores, wherever the
46 Vessel may call at or proceed to, and with liberty to carry goods,
47 live cattle, &c., on deck or otherwise.
48
49 (5) Held covered in case of any breach of warranty as to cargo,
50 trade, locality, towage, salvage services or date of sailing, provided
51 notice be given immediately after receipt of advices and any ad-
52 ditional premium required be agreed.
53
54 (6) General Average, Salvage and Special Charges (arising from
55 fire and/or explosion and/or lightning) payable as provided in the
56 contract of affreightment, or failing such provision, or there be no
57 contract of affreightment, payable in accordance with the York
58 Antwerp Rules. Provided always that when an adjustment according
59 to the laws and usages of the port of destination is properly de-
60 manded by the owners of the cargo, General Average shall be paid
61 in accordance with same.
62
63 When the contributory value of the Vessel is greater than the
64 valuation herein the liability of these Underwriters for General
65 Average contribution (except in respect to amount made good to the
66 Vessel) or Salvage shall not exceed that proportion of the total
67 contribution due from the Vessel that the amount insured hereunder
68 bears to the contributory value; and if because of damage for which
69 these Underwriters are liable as Particular Average the value of the
70 Vessel has been reduced for the purpose of contribution, the amount
71 of the Particular Average loss under this Policy shall be deducted
72 from the amount insured hereunder and these Underwriters shall be
73 liable only for the proportion which such net amount bears to the
74 contributory value.
75
76 (7) In the event of expenses being incurred pursuant to the
77 Suing and Labouring Clause arising from a peril insured against
78 hereunder the liability under this Policy shall not exceed the pro-
79 portion of such expenses that the amount insured hereunder bears
80 to the value of the Vessel as stated herein, or to the sound value
81 of the Vessel at the time of the occurrence giving rise to the
82 expenditure if the sound value exceeds that value. Where Under-
83 writers have admitted a claim for total loss and property insured by
84 this Policy is saved, the foregoing provisions shall not apply unless
85 the expenses of suing and labouring exceed the value of such
86 property saved and then shall apply only to the amount of the
87 expenses which is in excess of such value.
88
89 Where a claim for total loss of the Vessel is admitted under
90 this Policy and expenses have been reasonably incurred in salvaging
91 or attempting to save the Vessel and other property and there
92 are no proceeds, or the expenses exceed the proceeds, then this
93 Policy shall bear its pro rata share of such proportion of the ex-
94 penses, or of the expenses in excess of the proceeds, as the case
95 may be, as may reasonably be regarded as having been incurred
96 in respect of the Vessel; but if the Vessel be insured for less than
97 its sound value at the time of the occurrence giving rise to the
98 expenditure, the amount recoverable under this clause shall be
99 reduced in proportion to the under-insurance.
100
101 (8) Average payable irrespective of percentage without deduc-
102 tion of thirds new for old whether the Average be Particular or
103 General.

94 (9) In no case shall Underwriters be liable for unrepaired
95 damage in addition to a subsequent total loss sustained during the
96 terms covered by this Policy or extension thereof.
97
98 (10) In ascertaining whether the Vessel is a constructive total
99 loss the insured value shall be taken as the repaired value, and
100 nothing in respect of the damage or break-up value of the Vessel
101 or wreck shall be taken into account.
102
103 (11) In the event of total or constructive total loss, no claim
104 to be made by the Underwriters for freight, whether notice of
105 abandonment has been given or not.
106
107 (12) In the event of accident whereby loss or damage may
108 result in a claim under this Policy, notice shall be given in writing
109 to the Underwriters, where practicable, prior to survey, so that they
110 may appoint their own surveyor if they so desire. The Underwriters
111 shall be entitled to decide the port to which a damaged Vessel shall
112 proceed for docking or repairing (the actual additional expense of
113 the voyage arising from compliance with Underwriters' requirements
114 being refunded to the Assured) and Underwriters shall also have a
115 right of veto in connection with the place of repair or repairing
116 firm proposed and whenever the extent of the damage is ascertain-
117 able the majority (in amount) of the Underwriters may take or may
118 require to be taken tenders for the repair of such damage.
119
120 In the event of failure to comply with the conditions of this
121 clause, 15 per cent. shall be deducted from the amount of the
122 ascertained claim.
123
124 (13) In the event of any change, voluntary or otherwise, in the
125 ownership of the Vessel or if the Vessel be placed under new man-
126 agement or be chartered on a bareboat basis or requisitioned on
127 that basis, then, unless the Underwriters agree thereto in writing,
128 this Policy shall thereupon become cancelled from time of such
129 change in ownership or management, charter or requisition; pro-
130 vided, however, that in the case of an involuntary temporary trans-
131 fer by requisition or otherwise, without the prior execution of any
132 written agreement by the Assured, such cancellation shall take
133 place fifteen days after such transfer; and provided further that
134 if the Vessel has cargo on board and has already sailed from her
135 loading port, or is at sea in ballast, such cancellation shall be
136 suspended until arrival at final port of discharge if with cargo or
137 at port of destination if in ballast. This insurance shall not inure
138 to the benefit of any such charterer or transferee of the Vessel,
139 and if a loss payable hereunder should occur between such trans-
140 fer and such cancellation the Underwriters shall be subrogated to
141 all the rights of the Assured against the transferee, by reason of
142 such transfer, in respect of all or part of such loss as is recover-
143 able from the transferee and in the proportion which the respective
144 amounts insured bear to the insured value. A pro rata daily return
145 of net premium shall be made. The foregoing provisions with re-
146 spect to cancellation in the event of change in ownership or man-
147 agement, charter or requisition shall apply even in the case of
148 insurance "for account of whom it may concern."
149
150 (14) If payment of premium is not made by the Assured within
151 thirty (30) days after attachment of the insurance, or, in the event
152 the Underwriters shall have agreed to accept deferred payments, if
153 any payment of any premium is not made on the day agreed, this
154 policy may be cancelled at any time thereafter by the Underwriter
155 giving to the Assured named herein, and to third party payee or
156 payees (if any) named in the policy, five (5) days' notice of such
157 cancellation.
158 Such notice may be given by the Underwriter or on his behalf
159 by an authorized Agent or by the Agent or Broker effecting this
160 insurance.
161 Such cancellation shall be without prejudice to the premiums
162 earned and due for the period the policy was in force.
163 In event of Total or Constructive Total Loss occurring prior to
164 cancellation full annual premium shall be deemed earned.
165
166 (15) To return.....per cent. net for every thirty
167 days of unexpired time if it be mutually agreed to cancel this
168 Policy, but no returns whatsoever to be paid in case of loss of the
169 Vessel.
170
171 (16) Should the Vessel at the expiration of this Policy be at
172 sea, or in distress, or at a port of refuge or of call, she shall, pro-
173 vided previous notice be given to the Underwriters, be held covered
174 at a pro rata monthly premium to her port of destination.
175
176 (17) Notwithstanding anything to the contrary contained in
177 these clauses, warranted free of capture, seizure, arrest, restraint or
178 detention, and the consequences thereof or of any attempt there-
179 at; also from the consequences of hostilities or warlike operations,
180 whether there be a declaration of war or not; but this warranty
181 shall not exclude collision, contact with any fixed or floating object
182 (other than a mine or torpedo), stranding, heavy weather or fire
183 unless caused directly (and independently of the nature of the
184 voyage or service which the Vessel concerned or, in the case of a
185 collision, any other vessel involved therein, is performing) by a
186 hostile act by or against a belligerent power; and for the purpose
187 of this warranty "power" includes any authority maintaining naval,
188 military or air forces in association with a power.
189 Further warranted free from the consequences of civil war,
190 revolution, rebellion, insurrection, or civil strife arising therefrom,
191 or piracy.
192
193 (18) Warranted to be subject to English law and usage as to
194 liability for and settlement of any and all claims.

OTHER CLAUSES