8 • Machinery Damage and Faulty Material Supplementary Clause

(Supplement to the Stranding Clause and to the Perils of the Sea Clause)

- 1 Notwithstanding the provision of § 23 of the General Hull Insurance Conditions, but retaining the limitations mentioned in § 6 sub-sect. b), the insurance shall cover damage to the vessel's machinery under § 3 even if it is a consequence of a casualty other than stranding stated in § 2 sect. 2. IN such a case the damage shall be made good notwithstanding the provision of § 24 of the General Conditions, subject to a deduction of one fourth but a deduction of "new for old" if that exceeds one fourth. If however, the damage is a result of the engine-room becoming completely or partially flooded in consequence of a casualty other than stranding, deduction shall be made from the cost of repairs under the provision of § 24.
- 2 Indemnity for temporary repairs shall be subject to § 2. The Provisions of sect. 1 regarding deductions shall apply in so far as temporary repairs can be deemed permanent.
- 3 Notwithstanding the provisions of § 6 sub-sect. b), the insurance shall cover the cost of repairing or renewing any faulty part of the vessel, if the part has been approved by the classification society and the damage
- a) is attributable to faulty materials, or
- b) a boiler or pressure vessel or part of the main machinery displays fractures or cracks, and the fracturing or cracking is not attributable to wear and tea, corrosion, rust or insufficient maintenance and care.
- 4 Damage to a cylinder liner shall be made good only if the liner is fractured or displays a crack.
- 5 Main machinery means the vessel's propelling machinery and units belonging to it or interacting with it, propellers with shafts and stern tubes.
- 6 If the damage is due to the combination of several different causes and one or more of those causes is not covered by the insurance, the damage shall be apportioned between the different causes in proportion that each of them is deemed to have affected the occurrence and extend of the damage, and the insurance shall make good only that part of the damage which corresponds to the cause of the damage covered by this supplementary clause.
- 7 If the Assured without urgent reasons causes machinery damage to be repaired without providing Insurer with an opportunity of having the damage surveyed, no indemnity shall be paid unless the Assured can prove that the damage is covered by the insurance.