

BRITISH COLUMBIA HULL (FIRE and TOTAL LOSS from MARINE PERILS) FORM – 1962

- (1) This insurance covers :-
- (a) loss and/or damage caused by or arising from fire and/or explosion and/or lightning
 - (b) total and/or constructive total loss from marine perils, as enumerated in clause No. 2.
- (2) Touching the Adventures and Perils which we, the assurers, are contended to bear and take upon us, they are the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letter of Mart and Counter-Mart, Surprisals, Taking at Sea, Arrests, Restraints and Detainments of all Kings, princes and Peoples, of what nation condition or quality soever, Barratry of the Master and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the said Vessel, &c., or any part thereof ; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in these clauses or by endorsement.
- (3) In case of any Loss or Misfortune arising from a peril insured against hereunder, it shall be lawful for the Assured, their Factors, Servants and Assigns, to sue, labour and travel for, in, and about the Defence, Safeguard and Recovery of the said Vessel, &c., or any part thereof, without prejudice to this Insurance, to the charges whereof the Underwriters will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriters or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment
- (4) The Vessel is covered subject to the provisions of this policy as employment may offer, in port, and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, and on all occasions, services and trades whatsoever and wheresoever, under steam, motor power or sail ; with leave to sail or navigate with or without pilots, to go on trial trips and to assist and tow vessels or craft in distress, but if without the approval of Underwriters the Vessel be towed, except as customary or when in need of assistance, or undertakes towage or salvage services under a pre-arranged contract made Owners and/or Charterers, the Assured shall notify the Underwriters immediately and pay an additional premium if required but no such premium shall be required for customary towage by the Vessel in connection with loading and discharging. With liberty to discharge, exchange and take on board goods, specie, passengers and stores, wherever the Vessel may call at or proceed to, and with liberty to carry goods, live cattle, &c., on deck or otherwise.
- (5) Held covered in case of any breach of warranty as to cargo, trade, locality, towage, salvage services or date of sailing, provided notice be given immediately after receipt of advices and any additional premium required be agreed.
- (6) General Average, Salvage and Special Charges (arising from fire and/or explosion and/or lightning) payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the York Antwerp Rules. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with the same.
- When the contributory value of the Vessel is greater than the valuation herein the liability of these Underwriters for General Average contribution (except in respect to amount made good to the Vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value ; and if because of damage for which these Underwriters are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average loss under this Policy shall be deducted from the amount insured hereunder and these underwriters shall be liable only for the proportion which such net amount bears to the contributory value.
- (7) In the event of expenses being incurred pursuant to the Suing and Labouring Clause arising from a peril insured against hereunder the liability under this Policy shall not exceed the proportion of such expenses that the amount insured hereunder bears to the value of the Vessel as stated herein, or to the sound value of the Vessel at the time of the occurrence giving rise to the expenditure if the sound value exceeds that value. Where Underwriters have admitted a claim for total loss and property insured by this Policy is saved, the foregoing shall not apply unless the expenses of suing and labouring exceed the value of such property saved and then shall apply only to the amount of the expenses which is in excess of such value.
- Where a claim for total loss of the Vessel is admitted under this Policy and expenses have been reasonably incurred in saving or attempting to save the Vessel and other property and there are no proceeds, or the expenses exceed the proceeds, then this Policy shall bear its pro rata share of such proportion of the expenses, or of the expenses in excess of the proceeds, as the case may be, as may reasonably be regarded as having been incurred in respect of the Vessel : but if the Vessel be insured for less than its sound value at the time of the occurrence giving rise to the expenditure, the amount recoverable under this clause shall be reduced in proportion to the under-insurance.
- (8) Average payable irrespective of percentage without deduction of thirds new for old whether the Average be Particular or General.

- (9) In no case shall Underwriters be liable for unrepaired damage in addition to a subsequent total loss sustained during the terms covered by this Policy or extension thereof.
- (10) In ascertaining whether the Vessel is a constructive total loss the insured value shall be taken as the repaired value, and nothing in respect of the damage or break-up value of the Vessel or wreck shall be taken into account.
- (11) In the event of total or constructive total loss, no claim to be made by the Underwriters for freight, whether notice of abandonment has been given or not.
- (12) In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given in writing to the Underwriters, where applicable, prior to survey, so that they may appoint their own surveyor if they so desire. The Underwriters shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expenses of the voyage arising from compliance with Underwriters' requirements being refunded to the Assured) and Underwriters shall also have a right of veto in connection with the place of repair or repairing firm proposed and whenever the extent of the damage is ascertainable the majority (in amount) of the Underwriters may take or may require to be taken tenders for the repair of such damage.
In the event of failure to comply with the conditions of this clause, 15 per cent, shall be deducted from the amount of the ascertained claim.
- (13) In the event of any change, voluntary or otherwise, in the ownership of the Vessel or if the Vessel be placed under new management or be chartered on a bareboat basis or requisitioned on that basis, then, unless the Underwriters agree thereto in writing, this policy shall thereupon become cancelled from time of such change in ownership or management, charter or requisition ; provided, however, that in the case of an involuntary temporary transfer by requisition or otherwise, without the prior execution of any written agreement by the Assured, such cancellation shall take place fifteen days after such transfer ; and provided further that if the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, such cancellation shall be suspended until arrival at final port of discharge if with cargo pr at port of destination if in ballast. This insurance shall not inure to the benefit of any such charterer or transferee of the Vessel, and if a loss payable hereunder should occur between such transfer and such cancellation the Underwriters shall be subrogated to all the rights of the Assured against the transferee, by reason of such transfer, in respect of all or part of such loss as is recoverable from the transferee and in proportion which the respective amounts insured bear to the insured value. A pro rata daily return of net premium shall be made. The foregoing provisions with respect to cancellation in the event of change in ownership or management, charter or requisition shall apply even in the case of insurance "far account of whom it may concern".
- (14) If payment of premium is not made by the Assured within thirty (30) days after the attachment of the insurance, or, in the event the Underwriters shall have agreed to accept deferred payments, if any payment of any premium is not made on the day agreed, this policy may be cancelled at any time thereafter by the Underwriter giving to the Assured named herein, and to third party payee or payees (if any) named in the policy, five (5) days' notice of such cancellation. Such notice of may be given by the Underwriter or on his behalf by an authorized Agent or by the Agent or Broker effecting this insurance.
Such cancellation shall be without prejudice to the premiums earned and due for the period the policy was in force.
In the event of a Total or Constructive Total Loss occurring prior to cancellation full annual premium shall be deemed earned.
- (15) To return per cent, net of every thirty days of unexpired time if it be mutually agreed to cancel this Policy, but no returns whatsoever to be paid in case of loss of the Vessel.
- (16) Should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she shall , provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination.
- (17) Notwithstanding anything to the contrary contained in these clauses, warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat ; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not ; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the Vessel concerned, or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power ; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.
Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.
- (18) Warranted to be subject to English law and usage as to liability for and settlement of any and all claims.