

Name of the Clause: Ship repairer Liability Clauses
Subject of the Clause: Liability cover for Ship Repairers
Category : General Conditions
Number: LSW 169A **Date:** January 1990
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Comments:

LSW 169A (1/90)

SHIPREPAIRER'S LIABILITY CLAUSES

1. Name of the Assured :
2. Location of Premises and/or Yard :
3. Period : 12 months from
4. Premium :
The minimum and deposit premium shall be subject to adjustment at expiry of the period of this insurance at% on gross charges of the Assured, such adjustment to be paid within 90 days.
5. Gross Charges
Gross charge shall be defined as total charges (collected or uncollected) made by the Assured as ship-repairers during the period of this insurance. No deduction shall be made from the gross charges in respect of any sub-contracted work.
6. Coverage
Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned to indemnify the Assured for all sums which the Assured shall become liable to pay by reason of the legal liability of the Assured as ship-repairers for :

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- (i) Loss of or damage to any vessel or craft which is in the care, custody or control of the Assured for the purpose of being worked upon including shifting and moving within the limits of the port at which the work is being carried out and including trial trips but not exceeding 100 miles from such port ;
- (ii) Loss of or damage to any other vessel or craft upon which the Assured is working except vessels or craft at sea other than whilst on trial trips ;
- (iii) Loss of or damage to cargo or other things on or discharged from any of the vessels or craft referred to in (i) or (ii) above ;
- (iv) Loss of or damage to machinery or equipment of any vessel or craft, whilst such machinery or equipment is removed from such vessel or craft and is in the care, custody or control of the Assured for the purpose of being worked upon, including whilst in transit between such vessel or craft and the premises of the Assured or whilst in transit to or from specialist repairers' or manufacturers' premises ;
- (v) Removal of wreck ;
- (vi) Loss of or damage to third party property occurring in the course of or arising from the ship repairing operations of the Assured.

Where such liability results from negligence of the Assured, his servants, agents or sub-contractors occurring during the period of this insurance.

7. LIMIT OF LIABILITY

The limit of liability under this insurance, in respect of anyone accident or series of accidents arising out of one occurrence, shall be , including liability for costs and expenses which are either :

- (a) incurred with the written consent of the underwriters hereon, or
- (b) awarded against the Assured.

8. DEDUCTIBLE

This insurance shall only pay the excess of in respect of the Assured's ultimate nett loss resulting from anyone accidents arising out of one occurrence.

EXCLUSIONS

Notwithstanding anything contained herein to the contrary, this insurance shall not cover any liability :

- (i) for Death or Personal Injury or any claim arising directly or indirectly under Workmen's Compensation or Employers' Liability Acts or any other statutory or Common Law Liability in respect of loss of life, bodily injury to or illness of any workman or other person employed in any capacity whatsoever by the Assured, his agent or sub-contractors when such loss of life, bodily injury or illness arises out of or in course of the employment of such workman or other person ;
- (ii) in respect of property
 - (a) owned by, used by or leased by the Assured;
 - (b) in the care, custody or control of the Assured (other than property referred to in Clause 6(i) (iii) or (iv) above).
- (iii) being collision liability, towers liability or liability arising out of the navigation of any vessel or craft owned or operated by the Assured or any affiliated subsidiary concern or party ;
- (iv) in respect of or arising in connection with any vessel or craft accepted by the Assured solely to be stored ;
- (v) in respect of or arising in connection with an oil tank vessel or craft, or any vessel or craft previously engaged in carrying explosives or inflammable liquids or gases or arising in connection with work
 - (a) on or near any fuel tank or pipeline of an oil burning vessel or craft

- (b) on or near any bunker space of any coal burning vessel or craft unless the rules, regulations requirements of the port or governmental authorities at the place where the work is being carried out have been complied with. Should a gas free certificate not be required by the port or governmental authorities then such a certificate must be obtained from a chemist approved by Lloyd's Agent prior to the commencement of work ;

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DETENTION ENDORSEMENT

In consideration of an additional premium of this insurance is extended to cover the legal liability of the Assured for detention of any vessel or craft as a consequence of loss of or damage to such vessel or craft resulting in a claim which is subject of indemnity under Clause 6 (i), (ii) or (iv) herein but this extension shall not cover any legal liability for detention assured under contract or otherwise in extension of the liability imposed upon the Assured by law in the absence of contract.

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PERSONAL INJURY ENDORSEMENT

In consideration of an additional premium of this insurance is extended to cover the legal liability of the Assured for death or personal injury occurring in the course of and arising from the ship-repairing operations of the Assured, but in no event shall this endorsement provide cover for any claim arising directly or indirectly under Workman's Compensation or Employers Liability Acts or any other statutory or Common Law Liability in respect of loss of life, bodily injury to, or illness of any workman or other person employed in any capacity whatsoever by the Assured, his agents or sub-contractors when such loss of life, bodily injury or illness arises out of or in the course of the employment of such workman or other person. This endorsement shall not cover liability directly or indirectly caused by asbestos.

Subject otherwise to all terms, clauses and conditions of this insurance.

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TRAVELLING WORKMEN CLAUSE

The cover provided by this insurance shall be extended whenever any persons employed by or on behalf of the Assured are on board the Vessel and/or drilling Rig at sea or in any port for the purpose of effecting repairs and/or other work entrusted to the Assured notwithstanding that such persons may be signed on as members of the Vessel's crew.