

6 • Collision Liability Supplementary Clause

1 • The insurance shall cover subject to the General Hull Insurance Conditions the indemnity that the Assured shall be obliged to pay to a third party, by reason of general rules or special rules of law regarding damages, and with regards to the present statues about the limitation of shipowner's liability, for damage which the vessel, or a boat of hers when used when used in her service, has caused through a collision or other impact. This insurance shall not, however, cover :

- a) a liability for personal injury ;
- b) loss caused to the passengers or crew of the insured vessel ;
- c) liability for damage to or loss of goods on board the insured vessel ;
- d) liability for loss suffered by the charterer or any other person whose interest is connected with the insured vessel ;
- e) liability for pollution and damage resulting from fire or explosion caused by oil, chemicals, gas, steam or similar solid, liquid or volatile substances, nor for contamination caused by radioactive material ; but if the insured vessel has collided with another vessel, the insurance shall cover liability for any damage mentioned under this sub-section to the other vessel with fittings and cargo ;
- f) liability for loss or damage caused by the insured vessel's use of anchor, towing or mooring gear, loading or discharging lines, gangways or suchlike, or for any such object belonging to a third party being damage or lost ;
- g) liability for loss or damage caused by swell or suction from the insured vessel ;
- h) liability for removal of the wreck of the insured vessel ; nor
- i) refund to a third party who has paid indemnity for loss or damage mentioned in sub-sects a)–h).

2 • If the insured vessel has caused loss or damage to another vessel or goods on board her through manoeuvring, without the vessels colliding, the insurance shall cover liability for that but no other loss or damage.

3 • If the Assured is liable to a third party with vessel and freight, the Insurer shall make good only the vessel's proportion.

4 • If the insured vessel is used for salvage, rescue or towage, the insurance shall not cover liability for loss or damage caused to another party in the course of such operations. If, however, salvage has taken place under such circumstances that the measure must be deemed justifiable, indemnity shall be payable subject to the provisions of sect. 1, but not in respect of towing or mooring gear.

5 • If a vessel or any object which the insured vessel strikes belongs to the same owner as the latter, that circumstance shall not affect this insurance.

6 • If without the consent of the Insurer, the Assured accepts a claim presented by a third party, the Insurer shall be exempt from liability to the extend that the claim was manifestly unfounded or for an unreasonable amount.

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With effect from 1. 1. 76, the Collision Liability Supplementary Clause has been renamed to **5 • Collision Liability Supplementary Clause** and amended as follows :

(Section 1.e)

e) liability for pollution and damage resulting from fire or explosion caused by oil, chemicals, gas, steam, or similar solid, liquid, or volatile substances *or for boom laying or other measures taken for the purpose of preventing such damage notwithstanding the fact that the loss constitutes costs for averting damage or will be allowed in general average*, nor for contamination caused by radioactive material ; but if the insured vessel has collided with another vessel, the insurance shall cover liability for any damage mentioned under this sub-section to the other vessel with fitting and cargo ;