
Name of the Clause : Mortgagees Interest Clauses
Subject of the Clause : Self explanatory
Category : Additional Clause
Number : Unknown **Date :** Unknown
Country : UK ? **Issued by :** Unknown
Comments :

MORTGAGEES INTEREST CLAUSES - HULLS (ver.II)

This Insurance is subject to English law and practice

1. SUBJECT-MATTER INSURED

1.1 This insurance is to cover, subject to the conditions stated hereunder, the interest of the Assured(s) as mortgagee(s) of the vessel(s) named herein for a period not exceeding 12 months.

1.2 This insurance does not cover the interest of any other party and is not assignable or otherwise transferable.

2. WARRANTIES

It is warranted in respect of the vessel that:

2.1 Hull and Machinery Policies on terms equivalent to Institute Time Clauses Hulls or American Institute Hull Clauses and where applicable Increased Value Policies equivalent to Institute Time Clauses - Hulls Disbursements and Increased Value (Total Loss Only including Excess Liabilities) or American Institute Increased Value and Excess Liabilities Clauses, also War Risks Policies equivalent to Institute War and Strikes Clause Hulls - Time and full Protection and Indemnity Risks (hereafter referred to as "the Owners' Policies and Club Entries") have been taken out and shall be maintained throughout the currency of this contract.

Disclaimer : Fortunes de Mer est un site privé & non officiel. Il s'agit de pages personnelles. Ces pages n'ont qu'un but d'information. Les informations de nature juridique que vous pourrez trouver sur ce serveur ne peuvent faire l'objet d'une quelconque garantie ou d'une quelconque certification quant à leur validité, leur effectivité, leur applicabilité et ne peuvent donc en aucun cas engager la responsabilité du directeur de la publication. En effet, seules les informations provenant d'une source officielle font foi. En France, en matière d'information juridique, c'est le Journal Officiel de la République Française qui est habilité à publier et diffuser la plupart des textes. A l'étranger, des institutions similaires assurent la mission dévolue au Journal Officiel de la République Française. Cette situation n'est pas exclusive de productions privées. Aussi, la plupart des informations que vous trouverez ici apparaissent comme étant à jour (hormis les textes législatifs anciens et les polices d'assurances anciennes !). Pour ce qui concerne les textes applicables actuellement, vous devez vérifier qu'il s'agit bien de dispositions applicables avant d'en faire usage ou de prendre une décision.

Les textes des polices d'assurances et des clauses additionnelles sont délivrés à titre purement informatif. La plupart n'ont plus cours aujourd'hui et n'ont donc qu'un intérêt "historique". Aucun usage ne peut en être fait. Si vous souhaitez des informations officielles, vous pouvez vous adresser à la FFSA ou aux organismes similaires existant à l'étranger. En conséquence de quoi, vous renoncez expressément à toute poursuite ou réclamation à l'encontre du concepteur et de l'hébergeur de ce site. Vous vous engagez également à ne faire aucune copie des fichiers de ce site, sauf accord express ET écrit de "Fortunes de Mer" OU mention de l'origine des documents.

The information contained on this site is provided in good faith as a guide only and is based on information obtained from a variety of sources over a period of time. This information is subject to change and should, in each case, be independently verified before reliance is placed on it. "www.fortunes-de-mer.com hereby" excludes, any and all liability to any person, corporation or other entity for any loss, damage or expense resulting from reliance, publication or duplication of information obtained from this site.

2.2 The Owners' Policies and Club Entries, warranted in 2.1 above, shall be taken out and maintained in respect of the vessel at all times for an insured value and limit of liability not less than the amount insured hereunder or the amount of the outstanding loan.

2.3 Each of the Owners' Policies and Club Entries is endorsed with notice of the Assured's interest.

3. CHANGE OF OWNERSHIP OR CONTROL

This insurance will terminate automatically at the time of any change of ownership, management or control of the vessel, of which the Assured hereunder has knowledge or privity, unless the Assured gives prompt notice of such change in writing to the Underwriters hereon and agrees to pay an additional premium, if required.

4. INDEMNITY

4.1 This insurance is to indemnify the Assured for loss resulting from loss of or damage to or liability of the vessel which is prima facie covered by the Owners' Policies or Club Entries but in respect of which there is subsequent non-payment (or reduced payment which is approved in advance by the Underwriters hereon):

4.1.1 By reason of any act or omission of any one or more of the Owners, Operators, Charterers or Managers of the vessel or their servants or agents including breach or alleged breach of warranty or condition whether expressed or implied or non-disclosure or alleged non-disclosure of any fact or circumstances of any kind whatsoever.

4.1.2 By virtue of any alleged deliberate, negligent or accidental act or omission with the knowledge or privity of any one or more of the Owners, Operators, Charterers or Managers of the vessel or their servants or agents, including the deliberate casting away or damaging of the vessel or the vessel being unseaworthy.

4.2 The cover provided under Clause 4.1 above shall only apply while any such act, omission, non-disclosure, breach of warranty or conditions, knowledge or privity occurs or exists without the privity of the Assured.

4.3 The indemnity payable hereunder shall be an amount equal to whichever shall be the least of.

4.3.1 The unrecoverable claim or part thereof under Owners' Policies and/or Club Entries.

4.3.2 The outstanding indebtedness under the declared loan at the time for payment under Clause 6 hereof.

4.3.3 The sum insured provided that if the subject-matter insured is not fully insured hereunder, the indemnity shall be reduced in proportion to the under-insurance.

5. EXCLUSIONS

5.1 Excluding the Assured's legal costs and expenses incurred in relation to any claim under Hull Policies and/or Club Entries without the prior agreement of Underwriters hereon.

5.2 In no case shall this insurance cover loss damage liability or expense arising from:

5.2.1 The relevant Owners' Policies or Club Entries having been lawfully terminated by the Underwriters thereof due to non-payment of premium or call.

5.2.2 Insolvency or financial default of any of the Underwriters of the Owners' Policies or Club Entries.

5.2.3 Inability of any party to transmit funds.

5.2.4 Any fluctuation in exchange rates.

5.2.5 The operation of any franchise, deductible or provision for self-insurance.

6. TIME FOR PAYMENT

6.1 There shall be deemed to be a non-payment by the Underwriters of the Owners' Policies and/or Club Entries.

6.1.1 When a final court judgment is delivered in favour of those Underwriters, or

6.1.2 At such earlier time as the Assured can demonstrate to the satisfaction of the Underwriters hereon that there is no reasonable prospect of the Owners' and/or Assured succeeding in the claim against the Underwriters of the Owners' Policies and/or Club Entries. In the event of disagreement between the Assured and the Underwriters hereon this Issue shall be referred to a sole arbitrator to be agreed upon between the Underwriters hereon and the Assured.

6.2 Thereafter the Assured shall formally present their claim hereunder and any amount recoverable hereunder shall be payable within three calendar months of the date on which the Assured shall have presented their properly documented claim to the Underwriters of this contract.

7. SUBROGATION

7.1 Upon payment to the Assured of a claim hereunder the Underwriters shall be subrogated to all the rights and remedies of the Assured in respect of such payment.

7.2 It is a condition of this insurance that any payment(s) by the Underwriters shall not be applied by the Assured in or towards discharge or satisfaction of the Owners' outstanding indebtedness.

8. DUTY OF ASSURED (SUE & LABOUR)

8.1 It is a condition of this insurance that the Assured shall give notice in writing to the Underwriters hereon of any circumstances which may give rise to a claim under this contract and shall thereafter keep the Underwriters fully informed of all developments.

8.2 It is the duty of the Assured and their servants and agents to take such measures as may be reasonable for the purpose of averting or minimising a loss which would be recoverable under this contract.

8.3 Except as provided in Clause 5.1 the Underwriters will reimburse charges properly and reasonably incurred by the Assured their servants or agents for such measures provided that if the subject-matter insured is not fully insured, the indemnity shall be reduced in proportion to the under-insurance.

8.4 Measures taken by the Assured or the Underwriters with the object of averting or minimising a loss which would be recoverable under this contract shall not be considered as a waiver or acceptance of a claim or otherwise prejudice the rights of either party.

8.5 The sum recoverable under this Clause 8 shall be in addition to the loss otherwise recoverable under this insurance.

9. AUTOMATIC TERMINATION AND NOTICE OF CANCELLATION - WAR AND STRIKES RISKS

Cover hereunder in respect of the risks which are covered by the Institute War and Strikes Clauses Hulls - Time 1/10/83 shall terminate.

9.1 Automatically upon the occurrence of any of the events mentioned in Clauses 5.2.1 and 5.2.2 of the Termination Clause in the Institute War and Strikes Clause Hulls - Time 1/10/83.

9.2 In respect of the vessel.

9.2.1 Automatically in the event of the vessel being requisitioned either for title or use.

9.2.2 7 days after the Underwriters of Owners' War Risks Insurances, or any of them have given notice of cancellation or

9.2.3 7 days after the Underwriters hereon have given notice of cancellation in respect of the said risks.

9.3 Cancellation in accordance with Clauses 9.2.2 or 9.2.3 shall become effective on the expiry of 7 days from midnight of the day on which the notice of cancellation is given. The Underwriters agree however to reinstate this insurance subject to agreement between the Underwriters and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and or warranties.