
Name of the Clause : American Hull Form

Subject of the Clause : General Conditions for Hull

Category : General Conditions

Number : **Date :** 1st January 1931

Country : U.S.A. **Issued by :**

Comments :

American Hull Form, 1/1/31.

For account of

But subject to the provisions of this policy with respect to change of ownership

New ownership

Should the Vessel be sold or transferred to other ownership, then, unless the Assurers agree in writing to such sale or transfer, this Policy shall thereupon become cancelled from date of sale or transfer, unless the Vessel has cargo on board and has already sailed from her loading port, or is at sea in ballast, in either of which cases such cancellation shall be suspended until arrival at final port of discharge if with cargo, or at port of destination if in ballast. A pro rata daily return of net premium shall be made. The foregoing provisions with respect to cancellation in the event of sale or change of ownership shall apply even in the case of insurance "for account of whom it may concern".

Loss, if any, payable to _____ or order,

In the sum of _____ Dollars,

at and from the _____ day of _____ 19 _____ ' _____ beginning and ending with

to the _____ day of _____ 19 _____ time.

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Provided, however, 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 Assurers, be held covered at a pro rata monthly premium to her port of destination.

On the Steamer called the

(or by whatsoever name or names the said Vessel is or shall be called).

The said Vessel, for so much as concerns the Assured, by agreement between the Assured and Assurers in this Policy, is and shall be valued at as follows :

Hull, tackle, apparel, passenger fittings, equipment, stores, ordnance, munitions, boats and other furniture \$

Boliers, machinery, refrigerating machinery and insulation and everything connected

Therewith \$ \$

Donkey boilers, winches, cranes, windlasses, steering gear and electric light apparatus shall be deemed to be a part of the hull and not of the machinery.

The Assurers to be paid in consideration of this insurance being at the rate of _____ per cent.

In event of non-payment of premium thirty days after attachment this Policy may be cancelled by the Assurers upon five days written notice being given the Assured.

cents per cent. net for each uncommenced month if it be mutually agreed to cancel this Policy.

To return As follows for each consecutive 30 days the Vessel may be laid up in port, viz.:- and arrival

cents per cent. net if in the United States not under repair

cents per cent. net under repair or outside the United States

Provided always:

- (a) that in no case shall a return be allowed when the within named vessel is lying in a roadstead or in exposed and unprotected waters.
- (b) that in the event of a return for special trade, or any other reason, being recoverable, the above rates of return of premium shall be reduced accordingly.

In the event of the Vessel being laid up in port for a period of 30 consecutive days, a part only of which attaches to this policy, it is hereby agreed that during the laying up period, in which either the commencing or

ending date of this policy falls, shall be deemed to run from the first day on which the Vessel is laid up and that on this basis Underwriters shall pay such proportion of the return due in respect of a full period of 30 days as the number of days attaching thereto bear to thirty.

Beginning the Adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, 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 or sail; with leave to sail with or without pilots, to tow and be towed, and to assist vessels and/or craft in all situations and to any extent, and to go on trial trips. 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, but warranted free of any claim in respect of deck cargo. Including all risks of docking, undocking, changing docks, or moving in harbour and going on or off gridiron or graving docks as often as may be done during the currency of this Policy.

BUT WARRANTED AS FOLLOWS :-

Notice of Accident and Survey

In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall be given to the Assurers, where practicable, prior to survey, so that they may appoint their own Surveyor if they so desire; and whenever the extent of the damage is ascertainable, the majority (in amount) of the Assurers may take or may require the Assured to take tenders for the repair of such damage, In cases where a tender is accepted by or with the approval of the Assurers, the Assurers will make an allowance at the rate of 30 per cent. per annum on the insured value for the time actually lost in waiting for tenders. In the event of the Assured failing to comply with the conditions of this clause 15 per cent. shall be deducted from the amount of the ascertained claim.

15 % Disbts Warranty

Warranted that the amount insured for account of the Assured and/or their managers on Disbursements, Commissions and/or similar interests, "policy proof of interest" or "full interest admitted" or on excess or increased value of Hull or Machinery, however described, shall not, except as indicated below, exceed 15 per cent, of the insured valuation of the Vessel, but the Assured may in addition thereto effect "policy proof of interest" or "full interest admitted" insurance on any of the following interests:

Premiums (reducing or not reducing monthly) to any amount actually at risk, and Freight and/or Chartered Freight and/or Anticipated Freight and/or Earnings and/or Hire or Profits on Time Charter and/or Charter for series of voyages for any amount not exceeding in the aggregate 25 per cent. of the insured valuation of the Vessel ; and if the actual amount at risk on any or all of such interests shall exceed such 25 per cent. of the insured valuation of the Vessel, the Assured and/or their managers may, without prejudice to this warranty, insure whilst at risk the excess of such interests reducing as earned.

Provided always that a breach of this warranty shall not afford the Assurers any defense to a claim by mortgagees or other third parties who may have accepted this Policy without notice of such breach of warranty, nor shall it restrict the right of the Assured and/or their managers to insure in addition General Average and/or Salvage Disbursements whilst at risk.

Breach of warranty

Held covered in case of any breach of warranty as to cargo, trade, locality, or date of sailing, provided notice be given and any additional premium required be agreed immediately after receipt of advices of breach or proposed breach by Owners.

Adventures and perils

Touching the Adventures and Perils which we, the said Assurers, are contented to bear and take upon us, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Counter Mart, Surprisals, Takings 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.

Sue and Labour

And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labour and travel for, in, and about the Defense, Safeguard and Recovery of the said Vessel, &c., or any part thereof, without prejudice to this Insurance to the Charges whereof the Assurers will contribute according to the Rate and Quantity of the sum herein insured. And it is expressly declared and agreed that no act of the Assurers or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment,

Latent Defect and negligence

This Insurance also specially to cover (subject to the free of average warranty) loss of, or damage to hull or machinery, directly caused by accidents in loading, discharging or handling cargo, or in bunkering or in taking in fuel, or caused through the negligence of Master, Charterers, Mariners, Engineers, or Pilots, or through riots, explosions (whether on board or elsewhere), bursting of boilers, breakage of shafts, or through any latent defect in the machinery or hull (excluding, however, the cost and expense of repairing or renewing the defective part), provided such loss or damage has not resulted from want of due diligence by the Owners of the Vessel, or any of them, or by the Manager. Masters, Mates, Engineers, Pilots or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the Vessel.

Sister-Ship Salvage

And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any Vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.

Foreign G.A. Clause

General Average, Salvage and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York. 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 same.

G.A. & S Liability

When the contributory value of the Vessel is greater than the valuation herein the liability of these Assurers 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 Assurers are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this policy shall be deducted from the amount insured hereunder and these Assurers shall be liable only for the proportion which such net amount bears to the contributory value.

S.S.C. & L Liability

In the event of expenditure for Salvage, Salvage Charges, or under the Sue and Labour Clause, this Policy shall only be liable for its share of such proportion of the amount chargeable to the property hereby insured as the insured value, less loss and/or damage, if any, for which the Assurers are liable bears to the value of the salvaged property. Provided that where there are no proceeds or there are expenses in excess of the proceeds, the expenses, or the excess of the expenses, as the case may be, shall be apportioned upon the basis of the sound value of the property at the time of the accident and this policy without any deduction for loss and/or damage shall bear its pro rata share of such expenses or excess of expenses accordingly.

Franchise

Notwithstanding anything herein contained to the contrary this Policy is warranted free from particular average under 3 per cent., or unless amounting to \$4,850, but nevertheless when the Vessel shall have been stranded, sunk, on fire, or in collision with any other Ship or Vessel, Underwriters shall pay the damage occasioned thereby, and the expense of sighting the bottom after stranding shall be paid, if reasonably incurred; even if no damage be found.

Grounding in Canals, &c.

Grounding in the Panama Canal or in the Suez Canal or in the Manchester Ship Canal or its connections, or in the River Mersey above Rock Ferry Slip, or in the River Plate (above Buenos Aires) or its tributaries, or in the Danube, Demerara, or Bilbao River or on the Yenikale or Bilbao Bar, shall not be deemed a stranding.

Separate Value no thirds off

Average payable on each valuation separately or on the whole, without deduction of thirds, new for old, whether the average be particular or general.

Bottom painting

No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.

Voyage

The warranty and conditions as to average under 3 per cent. to be applicable to each voyage as if separately insured, and a voyage shall be deemed to commence at one of the following periods to be selected by the Assured when making up the claim, viz.: at any time at which the Vessel (1) begins to load cargo or (2) sails in ballast to a loading port. Such voyage shall be deemed to continue during the ensuing period until either she has made one outward and one homeward passage (including an intermediate ballast passage, if made) or has carried and discharged two cargoes, whichever may first happen, and further, in either case, until she begins to load a subsequent cargo or sails in ballast for a

loading port. When the Vessel sails in ballast to effect damage repair such sailing shall not be deemed to be a sailing for a loading port although she loads at the repairing port. In calculating the 3 per cent. above referred to, particular average occurring outside the period covered by this Policy may be added to particular average occurring within such period provided it occur upon the same voyage (as above defined), but only that portion of the claim arising within such period shall be recoverable hereon. The commencement of a voyage shall not be so fixed as to overlap another voyage on which a claim is made on this or the preceding Policy.

Constructive Total Loss

No recovery for a Constructive Total Loss shall be had hereunder, unless the expense of recovering and repairing the Vessel shall exceed the insured value.

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 damaged or break-up value of the Vessel or wreck shall be taken into account.

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.

Unrepaired damage

In no case shall Underwriters be liable for unrepaired damage in addition to a subsequent total loss sustained during the term covered by this Policy.

Full Collision

And it is further agreed, that if the Vessel hereby insured shall come into collision with any other ship or vessel, and the Assured or Charterers shall in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Assurers, will pay the Assured or Charterers such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the Vessel hereby insured, provided always that our liability in respect of any one such collision shall not exceed our proportionate part of the value of the Vessel hereby insured.

Sister-Ship Collision

And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority of the underwriters on the hull and/or machinery (in amount) we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of each Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both vessels, and one to be appointed by the majority (in amount) of Underwriters interested in each Vessel; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such

three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured or Charterers may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages and similar structures, consequent on such collision, or in respect of the cargo or engagements of the insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim being made by Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Vessel, if interested in this policy at the time of the Collision in question, would not be subject, nor to a greater extent than the Shipowners would be entitled in such event to recover.

F.C. & S Clause

Notwithstanding anything herein contained to the contrary, this Policy is warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat (piracy excepted) and also from all consequences of hostilities or war-like operations, whether before or after declaration of war,

The terms and conditions of this form are to be regarded as substituted for those of policy form to which it is attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy.

Attached to Policy No _____ of the

Dated