

**Name of the Clause :** Hull Insurance for sailing on lakes

**Subject of the Clause :** Self explanatory

## **Category : Hull Insurance Conditions**

**Number:** 1918

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

### **Comments :**

## Lake Hull

1918

## INSURANCE COMPANY

## By This Policy of Insurance

Sum

## Insured

8

## DOM MAKE INSURANCE and cause

**Loss, if any, payable to**

to be insured for an amount not exceeding the sum of

Dollars,

at and from the day of , 191 , at

(Chicago time) until the

day of , 191 , at

(Chicago time).

Rate,

%

**Upon the Hull, Tackle, Apparel, Furniture, Stores, Outfit, Fittings, Electric Light Plant, including Dynamo, and also the Engines, Boilers and Machinery of all kinds, of the good ship called the**

or by whatsoever name or names the said ship is or shah be named or called.

Rate... %

Premium,

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The said ship, etc., for so ranch as concerns the assured, by agreement between the assured and assurers in this Policy, are and shah be valued at as follows:

Hull, Tackle, Apparel, Furniture, Stores, Outfit, Fittings	\$	
Engines, Propeller Wheel or Wheels, Boilers and Machinery, Electric Light Plant and Dynamo,	\$	
		Dollars

without any further accounting to be given by the assured to the assurers for the same.

This Policy is agreed to cover the Vessel insured, as employment may offer, in port or at sea, in docks and graving docks, and on ways, gridirons and pontoons, at ail times, in ail places, and on ail occasions, services and trades, whatsoever and wheresoever, under steam or sail, with leave to sail with or without pilots, to tow and assist vessels or craft in ail situations, and to be towed, and to save or aid, and to attempt to save or aid life, person or property, also to take in and / or retain cargo on board, and / or to move in port as may be required during the winter season.

With liberty to discharge, exchange and take on board goods, specie, passengers and stores, wherever the vessel may be, call at, or proceed to, and with liberty to carry goods, live cattle, etc., on deck or otherwise, and liable for contribution towards the jettison of property from on deck, if contribution therefore be claimable from ship.

It is warranted that metal vessels shah. not be engaged in navigation between November 30th, midnight (Chicago time) and April 15th, midnight (Chicago time) and wooden vessels shall not be engaged in navigation between November 15th, midnight (Chicago time) and April 30th, midnight (Chicago time), but in the event of the vessel being on a voyage on midnight the 30th day of November, Chicago time (if a metal vessel), or on the 15th day of November, Chicago time (if a wooden vessel), this Policy to continue at pro rata of the season rate until arrival at destination, provided notice thereof be given by the Assured to the Agents of the Assurers prior to midnight of the 30th day of November, Chicago time (if a metal vessel) or midnight of the 15th day of November, Chicago time (if a wooden vessel), the term "voyage" as used in this clause being intended to mean only a continuous trip from one port of loading to one port of discharge; or, in case of the vessel going light, a continuous trip from her port of departure to a port of loading call or otherwise; and any breach of this warranty shall vitiate this insurance during the continuance of such breach only.

It is hereby understood and agreed that in consideration of an additional premium at the rates specified below, Steel Steamers are held covered if sailing between noon, April 1st and midnight, April 15th, also between midnight, November 30th and midnight, December 12th, but warranted by the Assured Chat notice in writing be given by the Assured to the Agents of the Assurers prior to the commencement of any sailings as specified below:

Navigation between noon, April 1st, and midnight, April 15th, pro rata daily navigating rate from time of sailing to April 15th, midnight.

Sailings after midnight, November 30th (not below Montreal)

It is Warranted sailing on last voyage front last loading port not later than December 5th.  $\frac{1}{2}$  %.

It is Warranted sailing on last voyage from last loading port not later than December 9<sup>th</sup>  $\frac{3}{4}$  %

It is Warranted sailing on last voyage from last loading port not later than December 12th. 1%

Port to port on one Lake only; light for the purpose of laying up, sailing not tater than December 12th  $\frac{1}{4}$  %

Notwithstanding the above should the vessel be at sea at midnight, November 30th, the Assured is not released from the warranty to pay pro rata of the season rate from midnight, November 30th, until arrival at destination as provided in this Policy.

It is Warranted by the Assured to navigate only the waters, bays, harbours, rivers, canals and other tributaries of the Great Lakes, not below Lake Erie, but including Niagara River.

It is Warranted free from Particular Average under three per cent., unless the skip be stranded, sunk, burnt, on fire, or in collision, or the damage be caused by contact with any substance other than water, but in the event of any claim under this Policy (other than claims for Total Loss or Constructive Total Loss) the Assurers to pay only the excess of \$500 each accident.

Notwithstanding the foregoing, and in substitution of the clause immediately preceding, the assurers on all vessels sailing during April or December only to be liable for the excess of three per cent. each accident on the entire value of \$ in respect of all claims arising from damage by ice, except claims for total or constructive total loss.

The Warranty and conditions as to average to be applicable to each voyage; a continuous trip from port of loading to final port of discharge, or, in case of the vessel going light, a continuous trip from port of discharge to port of loading, to constitute a voyage, but this clause in no way releases the Assured from liability to bear the first \$500 each accident.

Subject to the foregoing Average payable without deduction "new for old" whether the average be particular or general, so far as regards metal or composite vessels, but on wooden vessels one-third to be deducted. Average payable on each valuation as if separately insured or on the whole.

Subject to the foregoing General Average and all claims hereunder, payable as per American Lake Adjustment, and 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, it is hereby agreed that the value of such services (without regard to the common ownership of the vessels) shall be ascertained by Arbitration in the manner hereinafter provided for under "Collision Clause," and the amount so awarded, so far as is applicable to the interest hereby insured, shall constitute a charge under this Policy.

In adjusting and determining any and all losses, damages and amounts under this Policy the valuation stated herein shall be considered the value of the Vessel.

**It is understood and agreed that the fees of the Assured, his Superintendent, and the Assured's Officers, Manager, and; or other servants are not collectible under this Policy.**

This insurance also specially to cover (subject to the above free of average warranty) loss of, or damage to the hull or machinery, through the negligence of master, mariners, engineers or pilots, or through explosions, bursting of boilers, breaking of shafts, or through any latent defect in the machinery or hull, provided such loss or damage has not resulted from want of due diligence by the owners of the skip or any of them, or by the manager.

Touching the adventures and perils which the said Assurers are content to bear and do take upon themselves by this policy, they are of the inland seas and water, enemies, pirates, rovers, thieves, fires, explosions, collisions, jettisons, barratry of the master or mariners, and all other perils, losses and misfortunes that have or shall some to the hurt, detriment or damage of said Vessel or any part thereof.

And in case of any loss or misfortune it shall be deemed lawful and necessary 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 ship, etc., or any part thereof, without prejudice to this insurance; to the charges whereof the said Assurers will contribute according to the rate and quantity of the sum herein assured. No abandonment shall in any case be effectual unless notice thereof be made in writing to the Agents of the Assurers, nor unless the amount of the loss exceeds seventy-five per cent of the combined value in this Policy, viz., \$

And it is especially declared and agreed that no acts of the insurer or insured shall be considered as a waiver or acceptance of the abandonment.

**It is Warranted free from capture, seizure and detention, and the consequences of any attempt thereat, and all other consequences of hostilities, piracy excepted.**

To return per cent net if not under average for every fifteen consecutive days the metal Vessels may be laid up in port or in dock between April 15th midnight and November 30th midnight (Chicago time), and wooden Vessels between May'st midnight and November 15th midnight (Chicago time), during such period the Vessel being at the risk of the Underwriters and arrival.

Metal Vessels to return per cent. net for every thirty days of unexpired time between April 15th midnight and November 30th midnight (Chicago time), and wooden Vessels between May 1<sup>st</sup> midnight and November 15th midnight (Chicago time), provided it be mutually agreed to cancel this Policy, and arrival.

Should the Vessel be sold or transferred to other ownership, then, unless the Underwriters 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 premium shall be made.

**COLLISION CLAUSE.**

And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel and the Assured shah in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the ship hereby insured, we, the Assurers, will pay the Assured such proportion of such sum or sums so paid, subject to a deduction of \$500 for each accident, as our subscriptions hereto bear to the value of the ship hereby insured. And in cases where the liability of the ship has been contested 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 thereby incurred or paid; but when both vessels are to blame, then, unless the liability of the owners 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 of each vessel had been compelled to pay to the owners 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 in consequence of such collision. It is understood and agreed, however, that, in the event of claim under particular average clause also being involved with collision Liability claim in the same accident, only one deductible average of \$500 to apply.

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, all questions of responsibility and amount of liability as between the two ships 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 of both Vessels, and one to be appointed by the majority in amount of the Underwriters interested in each Vessel. The two arbitrators chosen to choose a third arbitrator before entering upon the reference. The terms of the Arbitration Act of 1889 to apply to such reference, and the decision of such single, or 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 may become liable to pay, or shah pay for removal of obstructions under statutory powers, consequent on such collision, or in respect of the cargo or engagements of the Insured Vessel, or for loss of life or personal injury.

It is also agreed that liability under the Collision Clause shall extend to collision with rafts.

**LEGAL REYRESENTATION CLAUSE.**

Two-thirds (in amount) of the assurers on hull and machinery shall have the option of naming the attorneys who shall represent the assured in the prosecution or defence of any litigation between the assured and third parties concerning any claim, loss or interest covered by this Policy, and shall have the direction of such litigation.

**TENDER CLAUSE.**

In the event of accident, whereby loss or damage may result in a claim under this Policy, prompt notice thereof with full and accurate details, shall be given in writing by the Assured to the Underwriters' Surveyor, R. Parry-Jones, or other surveyor appointed by Underwriters in his stead, and, when required by such surveyor, the vessel shall be forthwith docked by the assured for survey and / or repair, such surveyor also having the right to veto in connection with the place of repair proposed. The Underwriters or their surveyor may take or may require the Assured to take tenders for the repair of damage claimable under this Policy, and in cases where a tender is accepted with the approval of the Underwriters, the Underwriters 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, or making arrangements for the repairs without consulting and securing the consent of the aforementioned surveyor, or to give the required notice of survey within 30 days of each accident, 15 per cent will be deducted from the amount of the ascertained claim.

The log book of the Vessel shall he properly kept, and shall contain full information of every disaster met with and he at all times available for examination by the Underwriters' surveyor.

**COMPASSES CLAUSE.**

The representative of the Underwriters shall have the right to board the vessel hereby insured at any time for the purpose of ascertaining whether the Compasses are in order, and, if the Compasses are found to be out of order, they shall immediately be adjusted at the expense of the owner.

## WINTER MOORING CLAUSE.

**It is Warranted to have the Vessel insured under this Policy properly moored in a safe place and under conditions satisfactory to the representatives of the Underwriters.**

It is Warranted no claim owing to vessel being moored in the outer harbour of Buffalo after close of navigation unless mooring specially approved by Underwriters, and additional premium paid if required.

## LIMITATION OF DATE OF REPAIR AND CLAIM CLAUSE.

It is Warranted by the Assured to have all repairs executed within fifteen months from the date of the accident, and claims presented to the Underwriters within the same period, except collision liability and salvage and General Average claims.

#### **Any Casualty to be Immediately Reported**

to R. Parry Jones, Rockefeller Building,

Cleveland, Ohio.

### The insurers to be in consideration of this insurance

Dollars.

being at the rate of per cent., payable in cash, and in case the said premium shall not be paid within ninety days after the date of the attachment of this Policy, this Company shall have the right to cancel same, and such cancellation shall take effect within ten days after the mailing by this Insurance Company of Notice of Cancellation signed by , General Agent, addressed to the assured and the payee named herein at his or their last known address, but such a proportional part of any such premium that shall have been earned up to the date of such cancellation, shall thereupon remain and become immediately due and payable.

Losses shall be payable in sixty days after proof of loss or damage covered by this Policy, and of the amount thereof, and of the interest of the assured, shall be made and presented at the office of this Company (the amount of premium on this Policy, if unpaid, and all other indebtedness due this Company being first deducted).

In Witness Whereof, the said COMPANY has caused this Policy to be signed by its President, and attested by its Marine Secretary, at its office in the City of \_\_\_\_\_ and State of \_\_\_\_\_ and this Policy is made and accepted upon the above expressed conditions, but shall not be valid unless countersigned by \_\_\_\_\_

General Agent of the said Company, at Chicago, Illinois.

Countersigned at Chicago, this day of 191

## General Agent.