

CANADIAN (Pacific) SCOW CARGO CLAUSES – 1966

1 1. It is understood and agreed that this risk attaches from the
2 time of commencement of loading the cargo on board the vessel for
3 shipment and continues during the ordinary course of transit until
4 discharge at destination.

5 This insurance shall remain in force (subject to termination as
6 provided for above) during delay beyond the control of the Assured,
7 any deviation, forced discharge, reshipment or transshipment & dur-
8 ing any variation of the adventure arising from the exercise of a
9 liberty granted to shipowners or charterers under the contract of
10 affreightment, but shall in no case be deemed to extend to cover loss
11 damage or expense proximately caused by delay or inherent vice or
12 nature of the subject matter insured.

13 2. Warranted Free from Particular Average unless directly caused
14 by the vessel being stranded, sunk or burnt, but notwithstanding
15 this warranty, Underwriters to pay for:

16 (a) any loss or damage to the interest insured which may
17 reasonably be attributed to fire, explosion, collision or contact
18 of the vessel with any external substance (ice included) other
19 than water,

20 (b) loss or damage directly caused by jettison, fortuitous washing
21 and/or falling overboard or by capsizing of the carrying vessel

22 (c) accidental physical loss or damage to the interest insured
23 occurring whilst being loaded on or unloaded from the carrying
24 vessel or caused by other interests being moved during the pro-
25 cess of loading or unloading from the carrying vessel,

26 (d) special charges for landing warehousing and forwarding if
27 incurred at an intermediate port of call or refuge, for which
28 Underwriters would be liable under the standard form of
29 English Marine Policy with Institute Cargo Clauses (W.A.)
30 attached.

31 3. Held covered at a premium to be arranged in case of change of
32 voyage or of any omission or error in the description of the interest
33 vessel or voyage.

34 4. No claim for Constructive Total Loss shall be recoverable here-
35 under unless the goods are reasonably abandoned either on account of
36 their actual total loss appearing to be unavoidable or because the cost
37 of recovering, reconditioning, and forwarding the goods to the destina-
38 tion to which they are insured would exceed their value on arrival.

39 5. General Average and Salvage Charges payable according to
40 Foreign Statement or to York-Antwerp Rules if in accordance with
41 the contract of affreightment.

42 6. The seaworthiness of the vessel as between the Assured and
43 Underwriters is hereby admitted.
44 In the event of loss the Assured's right of recovery hereunder shall
45 not be prejudiced by the fact that the loss may have been attributable
46 to the wrongful act or misconduct of the ship owners or their servants,
47 committed without the privity of the Assured.

48 7. It is the duty of the Assured and their Agents, in all cases, to
49 take such measures as may be reasonable for the purpose of averting
50 or minimizing a loss and to ensure that all rights against carriers,
51 bailees or other third parties are properly preserved and exercised.

52 8. This insurance shall not inure to the benefit of the carrier or
53 other bailee.

54 9. This insurance is extended to indemnify the Assured against
55 such proportion of liability under the contract of affreightment "Both
56 to Blame Collision" Clause as is in respect of a loss recoverable here-
57 under.

58 In the event of any claim by shipowners under the said Clause the
59 Assured agrees to notify the Underwriters who shall have the right,
60 at their own cost and expense, to defend the Assured against such
61 claim.

62 10. Warranted free of capture, seizure, arrest, restraint or detain-
63 ment and the consequences thereof or of any attempt thereat; also
64 from the consequences of hostilities or warlike operations whether
65 there be a declaration of war or not; but this warranty shall not
66 exclude collision, contact with any fixed or floating object (other than
67 a mine or torpedo), stranding, heavy weather or fire unless caused
68 directly (and independently of the nature of the voyage or service
69 which the vessel concerned or, in the case of a collision, any other
70 vessel involved therein, is performing) by a hostile act by or against
71 a belligerent power; and for the purpose of this warranty "power"
72 includes any authority maintaining naval, military or air forces in
73 association with a power.

74 Further warranted free from the consequences of civil war, revol-
75 tion, rebellion, insurrection, or civil strife arising therefrom, or piracy
76 SHOULD CLAUSE NO. 10 BE DELETED, THE RELEVANT
77 CURRENT INSTITUTE WAR CLASSES SHALL BE DEEMED
78 TO FORM PART OF THIS INSURANCE.

79 11. Warranted free of loss or damage
80 (a) caused by strikers, locked-out workmen, or persons taking part
81 in labour disturbances, riots or civil commotion;
82 (b) resulting from strikes, lock-outs, labour disturbances, riots or
83 civil commotion.

84 SHOULD CLAUSE NO. 11 BE DELETED, THE RELEVANT
85 CURRENT INSTITUTE STRIKES, RIOTS, AND CIVIL COMMO-
86 TIONS CLAUSES SHALL BE DEEMED TO FORM PART OF
87 THIS INSURANCE.

88 12. IT IS A CONDITION OF THIS INSURANCE THAT THE
89 ASSURED SHALL ACT WITH REASONABLE DISPATCH IN ALL
90 CIRCUMSTANCES WITHIN THEIR CONTROL.

91 NOTE- It is necessary for the Assured when they become aware of
92 an event which is "held covered" under this insurance to give prompt
93 notice to Underwriters and the right to such cover is dependent upon
94 upon compliance with this obligation.