

Canadian (Pacific) Scow Cargo Clauses—1966

1. It is understood and agreed that this risk attaches from the time of commencement of loading the cargo on board the vessel for shipment and continues during the ordinary course of transit until discharge at destination.
2. This insurance shall remain in force (subject to termination as provided for above) during delay beyond the control of the Insured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment, but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.

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

- (a) any loss of or damage to the interest insured which may reasonably be attributed to fire, explosion, collision or contact of the vessel with any external substance (ice included) other than water;
 - (b) loss or damage directly caused by jettison, fortuitous washing and/or falling overboard or by capsizing of the carrying vessel;
 - (c) accidental physical loss or damage to the interest insured occurring whilst being loaded on or unloaded from the carrying vessel or caused by other interests being moved during the process of loading or unloading from the carrying vessel;
 - (d) special charges for landing warehousing and forwarding if incurred at an intermediate port of call or refuge, for which Underwriters would be liable under the standard form of English Marine Policy with Institute Cargo Clauses (W.A.) attached.
3. Held covered at a premium to be arranged in case of change of voyage or any omission or error in the description of the interest vessel or voyage.
 4. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning, and forwarding the goods to the destination to which they are insured would exceed their value on arrival.
 5. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.
 6. The seaworthiness of the vessel as between the Insured and Underwriters is hereby admitted.

In the event of loss, the Insured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Insured.

7. It is the duty of the Insured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees, or other third parties are properly preserved and exercised.
8. This insurance shall not inure to the benefit of the carrier or other bailee.
9. This insurance is extended to indemnify the Insured against such proportion of liability under the contract of affreightment, "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.

In the event of any claim by shipowners under the said Clause, the Insured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Insured against such claim.

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

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

SHOULD CLAUSE NO. 10 BE DELETED, THE RELEVANT CURRENT INSTITUTE WAR CLAUSES SHALL BE DEEMED TO FORM PART OF THIS INSURANCE.

11. Warranted free of loss or damage:

- (a) Caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- (b) Resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

SHOULD CLAUSE NO. 11 BE DELETED, THE RELEVANT CURRENT INSTITUTE STRIKES, RIOTS AND CIVIL COMMOTIONS CLAUSES SHALL BE DEEMED TO FORM PART OF THIS INSURANCE.

12. IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED SHALL ACT WITH REASONABLE DESPATCH IN ALL CIRCUMSTANCES WITHIN THEIR CONTROL.

Note—It is necessary for the Insured when they become aware of an event which is "held covered" under this insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with the obligation.

(Marine Insurance Association of British Columbia)

