

The purpose of this module is to test the candidate extensively on their knowledge of various miscellaneous subjects dealt with in the subject headings below. Generally the candidate is expected to have a detailed knowledge of relevant insurance clauses for these subjects along with a theoretical and practical knowledge of the subjects. They will be required to answer a number of practical problems, some of which will be detailed figured questions, as well as demonstrate knowledge of the relevant case law. In particular the candidate is expected to be familiar with and be able to explain the following areas in detail:

Collisions

- Extent of the cover provided by clause 8 of Institute Time Clauses hulls 1.10.83 including:
 - definition of vessel
 - definition of damages
 - definition of collision
 - exclusions
 - settlement on a single and cross liabilities basis
 - limit of insurers' indemnity
- Measure of damages.
- Limitation of liability:
 - relevant conventions and legislation
 - how the fund is calculated
 - life claimants
 - breaking limitation
- Calculation of financial settlements where:
 - both ships are to blame
 - settlement between the vessels is on a lump sum basis
 - settlement is on a drop-hands basis
 - one vessel is to blame
 - one vessel limits liability
- State collision claims on:
 - hull policies
 - P & I cover
 - freight policy
 - excess liabilities policies
- Effect of deletion of three fourths collision clause for hull and machinery policy.
- Apportion recoveries to the parties involved including cargo interests in GA.
- Division of costs including application of ROP A&, and interest.
- Collision settlements in multiple currencies.
- Claims covered by a P & I club.
- Collision claims on hull sistership clauses.
- Both to blame collision clause.
- Collision Liability provision of American Institute Hull Clauses .

Case law

- Acanthus The [1902]
- Achlibster The [1920]
- American VRM Transport Co v United States of America *[USA, 1976]*
- Argentino The [1888]
- Arpad The [1934]
- Baltic Surveyor The [2001] and [2002]
- Bennett Steamship Co v Hull Mutual Protecting Society *[1914]*
- Bernina The (No.3) [1866]
- Black Prince The [1862]
- Bramley Moore, The *[1963]*
- Carslogie, The
- Chekiang The [1926]
- City of Buenos Ayres The [1871]
- De Vaux v Salvador *[1835]*
- Despina R The [1979]
- Drumlanrig The *[1911]*
- Egyptian The [1864]
- Esso Belgium, The *[USA 1952]*
- European and Australian Royal Mail v P&O *[1866]*
- Ferdinand Retzlaff The [1972]
- Flying Fish The [1865]
- France, Fenwick & Co v Merchants Marine Insurance Co Ltd *[1914]*
- Fritz Thyssen The [1967]
- Furness Withy & Co Ltd v Duder *[1936]*
- Gas Float Whitton No.2 *[1897]*
- Hall Brothers Steamship Company v Young *[1939]*
- Harlow, The *[1922]*
- Harmonides The [1903]
- Haversham Grange The [1905]
- Hebe The [1847]
- HMS London [1914]
- Inflexible The [1857]
- Kate The [1899]
- Khedive, The *[1882]*
- Kingsway The [1918]

- Lady Gwendolen, The [1965]
- Leigh & Sullivan Ltd. v. the "Aliakmon" [1986]
- Liesbosch Dredger v. Eddison SS. (owners) [1933]
- London Corporation The [1935]
- Lu Shan The [1993]
- Mack, The [1882]
- Marine Craft Contracts v Erland Blomqvist [1953]
- Marion, The [1982]
- Marpessa The [1891]
- McCowan v Baine [1891]
- Mediana The [1900]
- Merchants Marine Insurance Co Ltd v North of England [1926]
- Milingos The v. George Franks (Textiles) Ltd. [1976]
- Minihaha The [1921]
- Moliere, The [1924]
- MSC Panther, The and The Eric Bank [1957]
- Mudlark, The [1911]
- Naxos The [1972]
- NV Bureau Weissmuller v Tojo Maru [1971]
- Owners of Cargo in Greystoke Castle v Owners of Cheldale [1947]
- Pacific Concord The [1960]
- Pactolus The [1856]
- Parana The [1876]
- Pelton Steamship Co v North of England [1925]
- Polpen Shipping Company Ltd v Commercial Union Assurance Company Ltd [1943]
- Racine The [1906]
- Royal Fusilier The [1926]
- Sivand The [1998]
- Soya The [1955]
- Steadman v Schofield [1992]
- Trecarrell The [1973]
- Treleigh The [1908]
- Wagon Mound The (No.1) [1961]
- World Harmony The [1967]
- Yorkshireman The [1826]

Reading Materials

Maritime Conventions Act 1911.

Merchant Shipping Act 1995 s.33 (definitions) (incorporation of various conventions defining "ship" including 1976 Convention of Limitation of Liability) and s.187.

Rule of Practice of Association of Average Adjusters A8.

- Goodacre, Marine Insurance Claims, 3rd edition.

Hurd, The law and practice of marine insurance relating to collision damages and other liabilities to third parties (long out of print but still the best practical exposition on cross liability collision claims).

Marsden, Collisions at Sea.

Recoveries

- Statutory provision of s.79 of Marine Insurance Act, 1906.
- Deductible provisions affecting recoveries in Institute Time Clauses, International Hull Clauses and American Institute Hull Clauses.
- Provisions for recoveries in Loss of Charter Hire Insurance (ABS 1/10/83 Wording).
- Apportionment of recoveries for general and particular average including interest.
- Credit to insurers for cargo sacrifice in GA.
- Use and operation of hold harmless clauses.
- Concept of "top down" recoveries and how they work.

Case law

- Attorney General v Glen Line Ltd [1930]
- Burnand v Rodocanachi [1882]
- Boag v Standard Marine Insurance Co Ltd [1937]
- Commonwealth, The [1907]
- Edwards & Co Ltd v Motor Union Insurance Co Ltd [1922]
- Goole & Hull Steam Towing Co Ltd v Ocean Marine Insurance Co Ltd [1928]
- H Cousins & Co Ltd v D&C Carriers Ltd [1970]
- Kuwait Airways Corp v Kuwait Ins Co SAK [1996]
- Meyer Corporation of Boston v France Fenwick & Co. Ltd. [1923]
- Napier v Hunt [1993]
- National Oilwell (UK) Ltd v Davy Offshore Ltd [2003]

- North British and Mercantile Ins Co v London, Liverpool and Globe Ins Co [1877]
- North of England Iron SS Insurance Association v Armstrong [1870]
- Oceanic Steam Navigation Co v Evans [1934]
- Sea Insurance Co v Hadden [1884]
- Simpson v Thompson [1877]
- Young v Merchant Marine Insurance Co Ltd [1932]

Reading materials

Arnould's Law of Marine Insurance and Average.

Freight

- Coverage under Institute Voyage Clauses and Institute Time Clauses Freight including:
 - perils covered
 - measure of indemnity provisions
 - franchise
 - loss of time clause
 - claim for total loss
 - general average
 - collision
- Claims for:
 - loss of advanced freight
 - freight earned when vessel is CTL
- Freight and contributions to general average.
- Claim on freight policies should voyage be abandoned.

Case law

- Atlantic v Gibbon [1954]
- Forbes v Aspinall [1811]
- Hough v Head [1885]
- Inman SS Co v Bischoff [1882]
- Jackson v Union Marine Insurance Company [1974]
- Kulukundis & Others v Norwich Union Fire Insurance Society Ltd [1936]
- Naviera de Canarias v Nacional Aseguradora [1977]
- Papadimitriou v Henderson [1939]
- Petros M Nomikos v Robertson [1939]
- Trinder Anderson v Thames and Mersey Marine [1898]
- Yero Carras [Owners] v London & Scottish Assurance Corporation Ltd [1936]

Reading materials

Arnould's Law of Marine Insurance and Average.

Cargo

- Positive cover under "A" clauses.
- Exclusions under clause 4 of "A" clauses.
- Unseaworthiness and unfitness under clause 5 of "A" clauses.
- Differences of cover afforded by "B" and "C" clauses.
- Duration of cover under the Transit Clause.
- Cover under ICC in the event of :
 - termination of the contract of carriage
 - forwarding
 - change of voyage
- Necessity for both to blame collision clause.
- Cover under ICC for:
 - salvage charges
 - general average
 - the duty of assured clause
- Claim for constructive total loss under ICC.
- Adjustment of particular average on goods with reference to s. 71 of the Marine Insurance Act, 1906 and law cases.
- Claim on unidentified cargo sold damaged at destination.
- Claim for general average sacrifice and expenditure on a cargo policy.
- Underinsurance and claims in general average and for salvage charges.
- Documents required for adjusting a cargo claim.
- Insurable interest and benefit of insurance under ICC.
- Cover offered by:
 - Classification clause
 - Country damage clause
 - Location clause
 - Replacement clause
- Difference between floating and open policies.
- Liability for extra expenses for discharging damaged cargo – under which insurance might this fall.
- Rules of Practice of the Association of Average Adjusters.

Case law

- *Brown v Fleming [1902]*
- *Butler v Wildeman [1820]*
- *De Monchy v Phoenix Insurance Company of Hartford [1929]*
- *Francis v Boulton [1895]*
- *Johnson v Sheddon [1802]*
- *Lewis v Rucker [1761]*
- *Lysaght v Coleman [1895]*
- *Matthews Ltd v Robson and other test cases [1940]*
- *Maignen & Co v National Benefit Assurance Co [1922]*
- *Soya GmbH v White [1983]*
- *Taylor v Dunbar [1869]*
- *British and Foreign Marine Insurance Co v Gaunt [1920]*
- *London and Provincial Leather Process Ltd v Hudson [1939]*
- *Berk v Style [1956]*
- *Mayban General Insurance Bhd v Alstom Power Plants Ltd [2004]*
- *Overseas Commodities Ltd v Style [1958]*
- *Wadsworth Lighterage Ltd v Sea Insurance Co Ltd [1929]*
- *Middavs v Robertson [1929]*
- *Traders & General Insurance Association v Bankers & General Insurance Co [1921]*
- *Bowring & Co v Amsterdam London Insurance Co [1936]*
- *Sassoun & Co v Yatsher Insurance Co [1923]*
- *Whiting v New Zealand Insurance Co Ltd [1932]*
- *Roux v Salvador [1836]*
- *Asfall v Blundell [1895]*
- *Hills v London Assurance Co [1839]*
- *Ralli v Jaison [1856]*
- *Fabrique de Produits v Large [1923]*
- *Duff v Mackenzie [1857]*
- *Boon and Cheah v Asia Insurance Co Ltd [1975]*
- *John Mahn v Russell [1960]*
- *Bayview Motors Ltd v Mitsui Marine & Fire Insurance Co [2003]*
- *Wünsche Handelsgesellschaft m.bh v Tai Ping Insurance Co Limited [1998]*
- *Safadi v Western Assurance Co [1933]*
- *Ionides v Hartford [1859]*
- *Global Process Systems v Syakarat Takaful Malaysia [2011]*

- *Masefield AG v Amlin [2011]*

Reading materials

- Dunt, Marine Cargo Insurance .
- Goodacre, Marine Insurance Claims, 3rd edition.

War risks

- Perils covered by the various war and strikes clauses for hull, cargo and freight.
- Detainment clause.
- Exclusions.
- Termination.

Case law

- *Aliza Glacial, The [2002]*
- *Andreas Lemos, The [1983]*
- *Atlantic Maritime Company Inc v Gibbon [1953]*
- *Atlantic Mutual Insurance Co v B King [1919]*
- *Baker Caster Oil Co v Ins Co of North America [USA 1944]*
- *Bayview Motors Ltd v Mitsui Mar & Fire Ins Co [2003]*
- *Becker Gray v London Ass Co [1915]*
- *Middows Ltd v Robertson [1941]*
- *Cory & Sons v Burr [1883]*
- *Fenwick (William France) & Co Ltd v North of England Association [1917]*
- *Field & Others v Receiver of Metropolitan Police [1907]*
- *Grecia Express, The [2002]*
- *Ionides v Universal Marine Insurance Association [1863]*
- *Kuwait Airways Corp v Kuwait Insurance Co [1996]*
- *Levi v Assicurazione Generali [1940]*
- *Leyland Shipping Co v Norwich Union Fire Insurance Soc [1918]*
- *Miller v Law Accident Insurance Society [1903]*
- *National Oil Co of Zimbabwe v Sturge [1991]*
- *Nishina Trading Co. Ltd v Chiyoda Fire & Marine Insurance Co Ltd [1969]*
- *Naylor v Law Accident Insurance Soc [1902]*
- *Nesbit v Lushington [1792]*
- *Panamanian Oriental Steamship Corporation v Wright [1970]*
- *Panamerican World Airways Inc v Etna Casualty & Surety Co [USA 1975]*
- *Pesquerias y Secaderos v Beer [1949]*

- Rickards v Forestal v Land Timber [1942]
- Robinson Goldmining K v Alliance Marine & General Insurance Co Ltd [1901]
- Rodoconachi v Elliott [1874]
- Salem, The [1983]
- Sanday v British and Foreign Marine Insurance [1916]
- Société Belge de Bétons and Others v London & Lancashire Insurance Co. Ltd [1938]
- Spinney's v Royal Insurance Co. Ltd [1980]
- Stoomvaart Maatschappij SVH v Merchants Marine Insurance Co Ltd [1919]
- Costain-Blankevorr (UK) Dredging Co Ltd v Davenport [1979]
- Wondrous, The [1997]

Reading materials

- Marine Insurance Act, 1906 - Rules for Construction.
- S.1 and 10a of Public Order Act, 1986 concerning definition of riot.
- Arnould's Law of Marine Insurance and Average.
- Miller, Marine war Risks.

Miscellaneous

- Double insurance and contribution including calculation of claims for contribution including Marine Insurance Act 1906, s 32 and 80.
- Requirement for extra insurances when vessel drydocked with cargo on board and towed to destination.
- Coverage offered by ITC Excess Liabilities clauses.
- Coverage under Builders Risks clauses including faulty welds and faulty design.
- Concept of P & I clubs and the basic coverage provided by them.
- Concept in reinsurance of "pay as to be paid thereon" and when reinsurers might not respond.
- Impact on reinsurers if original insurer is bankrupt.
- The role of the insurance broker, who they act for, and their responsibility for premium.
- Rules of Practice concerning:
 - adjuster preparing adjustment for consideration
 - agency commission
 - towage from port of refuge to another port

Case law

- Bruce v Jones [1863]
- Commercial Union Assurance Co. v Hayden [1977]
- Fanti The; Padre Island No.2 The, [1991]

- Legal and General Assurance Society Ltd v Drake Insurance Co Ltd [1992]
- O'Kane v Jones [The Martin P] [2003]
- Weddell v Road Transport and General Insurance Co Ltd [1932]

Reading materials

Arnould's Law of Marine Insurance and Average.