**Form of Marine Insurance Policy**

(SEE SECTION 24 OF THE MARINE INSURANCE ACT, 1963)

BE IT KNOWN THAT ...... as well in ..... own name as for and in the name and names of all and every other person or persons to whom the same doth, may or shall operate appertain, in part or in all doth make assurance and cause them, and every of them, to be insured lost or not lost, at and from upon any kind of goods and merchandise, and also upon the body, tackle, apparel, ordnance, ammunition, artillery, boat and other furniture, of and in the good ship or vessel called the ...... whereof ..... is master for this present voyage or whosoever else shall go for master in the said or by whatsoever other name or names the said ship, or the master thereof, is or shall be named or called; beginning the adventure upon the said goods and merchandise from the loading thereof aboard the said ship, upon the said ship etc... And further until the said ship with all her ordnance, tackle, apparel etc. And goods and merchandise whatsoever shall be arrived at ... upon the said ship etc. until she hath moored at anchor twenty four hours in goods safety; and upon the goods and merchandise, until the same be there discharged and safely landed. And it shall be lawful for the said ship etc. in this voyage to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. The said ship etc. goods and merchandise etc. for so much as concerned the assured by agreement between the assured and assurers in this policy, are and shall be valued at.......

Touching the adventures and perils which we the assurers are contended to bear and to do take upon us in this voyage; they are of the seas, men of war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and counter mart, surprises, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition or quality whatsoever, barratry of the master and mariners, and of all nation, condition and all other perils losses and misfortunes that have or shall come to hurt, detriment, or damage of the said goods and merchandise, and ship etc. or any part thereof.

And in case of any loss or misfortune it shall be lawful to the assured, their factors, servants, and assigns, to sue, labour and travel for, in and about the defence, safeguards and recovery of the said goods and merchandises and ship etc. or any part thereof, without prejudice to this insurance; to the charges whereof we, the assurers; will contribute each one according to the rate and quantity of his sum herein assured.

And it is especially declared and agreed that no acts of the insurer or insured in recovering, saving, or preserving the property insured shall be considered as a waiver, or acceptance or abandonment. And so we, the assurers are contended, and do hereby promise and bind ourselves, each one for his own part, our heirs, executors, and goods to the assured their executors, administrators, and assigns for the true performance of the premises, confessing ourselves paid the consideration due unto us for this assurance by the assured, at and after the rate of ..........

IN WITNESS WHEREOF we, the assurers, have subscribed our names and sums assured in.

MEMORANDUM N.B. Corn, fish, salt, fruit, flour and seed are warranted free from average, unless general or the ship be stranded- sugar tobacco, hemp, flax, hides and skins are warranted free from average, under five per cent, and all other goods, also the ship and freight, are warranted free from average, under three per cent, unless general, or the ship be stranded.

RULES FOR CONSTURCTION OF POLICY.

The following are the rules referred to by the Marine Insurance Act 1963 for the construction of the policy in the above or other like form, where the context does not otherwise require.

1.     Lost or not lost. Where the subject matter is insured "lost or not lost" and the loss has occurred before the contract is concluded, the risk attaches unless, at such time the assured was aware of the loss, and the insurer was not.

2.     From: Where the subject matter is insured "from" a particular place the risk does not attach until the ship starts on the voyage insured.

3.     At and from –

a.     Where a ship is insured "at and from" a particular place, and she is at that place in good safety when the contract is concluded, the risk attaches immediately.

b.    If she be not at that place when the contract is concluded, the risk attaches as soon as she arrives there is good safety, and unless the policy otherwise provides, it is immaterial that she is covered by another policy for a specified time after arrival.

c.     Where chartered freight is insured "at and from" a particular place and the ship is at that place in good safety when the contract is concluded the risk attaches immediately. If she be not there when the contract is concluded, the risk attaches as soon as she arrives there in good safety.

d.    Where freight, other than chartered freight is payable without special conditions and is insured "at and from" a particular place, the risk attaches pro rata as the goods or merchandise are shipped; provided that, if there be cargo in readiness which belongs to the ship-owner, or which some other person has contracted with him to ship, the risk attaches as soon as the ship is ready to receive such cargo.

4.     From the loading thereof- where goods or other movables are insured "from the loading thereof" the risk does not attach until such goods or movables are actually on board, and the insurer is not liable for them while in transit from the shore to the ship.

5.     Safely landed: where the risk on goods or other movables continues until they are "safely landed", they must be landed in the customary manner and within a reasonable time after arrival at the port of discharge and if they are not so landed the risk ceases.

6.     Touch and stay: in the absence of any further license or usage, the liberty to touch and stay "at any port or place whatsoever" does not authorize the ship to depart from the course of her voyage from the port of departure to the port of destination.

7.     Perils of the Seas: The term "Perils of the Seas" refers only to fortuitous accidents or casualties of the seas. It does not include the ordinary action of the winds and waves.

8.     Pirates: The term "Pirates" includes passengers who mutiny and rioters who attack the ship from the shore.

9.     Thieves: The term "Thieves" does not cover clandestine theft or a theft committed by any one of the ship''s company, whether crew or passengers.

10.  Restraint of Princes: The term "arrests, etc. of kings, princes and people" refers to political or executive acts, and does not include a loss caused by riot or by ordinary judicial process.

11.  Barratry: The term "Barratry" includes every wrongful act willfully committed by the master or crew to the prejudice of the owner, or, as the case may be, the charterer.

12.  All other perils: The term "all other perils" includes only perils similar in kind to the perils specifically mentioned in the policy.

13.  Average unless General: The term "average unless general" means a partial loss of the subject matter insured other than a general average loss, and does not include "Particular charges".

14.  Stranded: Where the ship has stranded, the insurer is liable for the excepted losses although the loss is not attributable to the stranding, provided than when the stranding takes place the risk has attached and, if the policy be on goods, that the damages goods are not on board.

15.  Ship: The term "ship" includes the hull, material and outfit, stores and provisions for the officers and crew, and, in the case of vessels engaged in a special trade, the ordinary fittings requisite for the trade, and also, in the case of a steamship the machinery, boilers, and coals and engine stores, if owned by the assured and also in the case of a ship driven by power other than steam, the machinery fuels and engine stores, if owned by the assured.

16.  Freight: The term freight includes property derivable by a ship-owner from the employment of his ship to carry his own goods or movables, as freight payable by a third party, but does not include passage money.

17.  Goods: The term "Goods" means goods in the nature of merchandise, and does not include personal effects or provisions and stores for use on board.

In the absence of any usage to the contrary deck cargo and living animals must be insured specifically and not under the general denomination of goods.