

Sunderland Marine Protection and Indemnity Clause

- Clause 20 of the Institute Fishing Vessel Clauses – 20/7/87 – or the equivalent clause in any amendment or re-issue thereof.
- Liability to any person in respect of loss of life, personal injury, or illness arising out of negligent navigation operation or management of the insured vessel or other property provided always that the Company shall not be liable hereunder if the liability of the Insured arises under contract unless such contract has previously been approved in writing by the Company.
- Liability to passengers carried on board the insured vessel provided that the maximum number to be carried at any one time is declared on the proposal form and such contribution paid as may from time to time be determined by the Company in their absolute discretion.
- Excess collision liability not recoverable under the Institute Fishing Vessel Clauses – 20/7/87 or equivalent clauses stipulated in the Policy or Certificate of Insurance and any Policy for Excess Liabilities which the Insured may have in force, solely by reason of such liability exceeding the maximum amount recoverable under the said clauses and/or Policy.
- Liability under contract for towage of or by an insured vessel provided that such contract is customary under the circumstances and includes either the United Kingdom Standard Conditions for Towage and Other Services (Revised 1986) or such other terms and conditions as may be approved by the Company prior to the commencement of the tow.
- Liability arising out of contract other than towage contract provided the contract is first approved by the Company.
- Liability in respect of pollution or contamination by oil or hazardous substances which shall include costs and expenses incurred for the purpose of avoiding or minimising such pollution or contamination.
- Liability arising out of a Insured's ownership of fish boxes whether on board or in transit including liability for loss of life and personal injury caused by such fish boxes.
- Expenses necessarily incurred in sending substitutes or in securing, engaging or repatriating a substitute engaged to replace any Skipper/Master or crew on board an insured vessel who shall have died or been left behind in consequence of illness, injury or desertion, or in any other case where, in the discretion of the Company, liability for such expenses could not reasonably have been avoided.
- Statutory liability for the relief of distressed Skipper/Master or crew and/or to pay compensation to any Skipper/Master or crew of an insured vessel caused in consequence of the actual or constructive total loss of the vessel.
- Liabilities, costs and expenses incidental to the business of ownership of a vessel or other property which the Directors, in their absolute discretion, may determine to be within the scope of the Policy.