LOSS OF HIRE

RISK SOLUTIONS COVERING LOSS OF INCOME FOLLOWING PHYSICAL DAMAGE TO A VESSEL
IN A WORLD OF INCREASING COMPLEXITY, GARD’S OBJECTIVE IS TO HELP OUR MEMBERS AND CLIENTS MANAGE THE TOTALITY OF THEIR EXPOSURES – BOTH TO EXISTING AND DEVELOPING RISKS.
As a multi-line insurer – with the strongest rating in the marine market – Gard is uniquely positioned to understand how risks fit together, and identify the best choice of products, ensuring seamless coverage and service.

Innovation has always been a cornerstone of Gard’s business model and, over the years, we have refined and extended our standard products and introduced a range of additional products, responding to special needs and requirements from different parts of the marine industry.

The loss of hire cover responds to a shipowner’s loss of income following physical damage to a vessel. It includes protection against stranding, physical obstruction of the vessel and the removal of damaged cargo, offering comprehensive support for shipowners.

Further information can be found on our webpage (www.gard.no) under “Covering risks”, or from your usual contact.
SCOPE OF COVER

Loss of income due to removal of damaged cargo

Loss of income caused by events such as
- Damage to the vessel recoverable from the underlying hull & machinery cover.
- Stranding of the vessel.
- Physical obstruction preventing the vessel from leaving port (excluding ice).
- Salvage or removal of damaged cargo.
- Events giving rise to an allowance in General Average.

Important exclusions
- Actual and constructive total loss.
- Non-physical blocking of a vessel (e.g. by order from authorities).

The cover can be extended to respond to loss of hire as a result of war or war like circumstances, and for non-physical blockage due to intervention by a state power. Detention due to piracy is not covered under this policy, however, Gard has a specific product for these risks.
THE LOSS OF HIRE COVER PROTECTS THE SHIPOWNER FROM A DAILY LOSS OF INCOME ARISING FROM PHYSICAL DAMAGE TO THE VESSEL IN A WIDE RANGE OF SITUATIONS.

Limit and deductible
- Limits of cover are offered based on the number of indemnity days multiplied by the daily earnings as stipulated in the policy.
- Standard minimum deductible of 14 days.

Who can be covered?
- All parties with an insurable interest in the vessel’s income, who would be financially prejudiced by the vessel being out of operation.

Gard claims handling and adjusting
- Gard’s Marine Claims team consists of some 40 members and has decades of experience in Loss of Hire claims handling and adjusting, always with a focus on finding practical solutions to limiting the loss. By doing this we are also protecting the assured’s reputation, minimising business disruption, protecting loss records and reducing overall insurance costs. The expertise available within the team includes Master Marines, ex. Pilots, ex. Chief Engineers, ex. Superintendents, Naval Architects, ex. Class Surveyors, Average Adjusters and Lawyers.

Can be extended to include

WAR LIKE CIRCUMSTANCES
Loss of income due to damage to hull
As a chartered dry bulk carrier approached its discharging port in South America, it ran aground and the hull was damaged. A few days later, the vessel was released with the assistance of a tug, but the damage was too severe to continue the voyage. As the vessel was unable to operate, the charterer put it off-hire. The vessel was later towed to a yard where it spent 12 days undergoing repairs. It was off-hire for a total of 30 days, including time lost obtaining tenders for repair, conducting surveys and resuming the voyage.

The Gard solution
The provisions of the charterparty in force at the time the vessel was unable to operate determines whether or not the Charterer may place the vessel off hire. A vessel put off hire by charterers on account of a damage is generally regarded as ‘deprived of income’ as a result of that damage, which is the trigger of compensation under a Loss of Hire policy.

In this case, the vessel was off-hire for 30 days and with a standard deductible of 14 days, the insured was entitled to compensation for 16 days, based on the agreed daily earnings as per the Loss of Hire policy.
Hire of portable equipment
A fire in the compressor room of a cement carrier severely damaged cargo compressors and electrical equipment. The compressors were taken to a workshop and due to a long wait for spare parts, repairs were estimated to take two to three months. The owners decided to hire portable compressors to continue trading and forwarded a claim for expenses related to their hire and installation.

The Gard solution
This claim resulted in a minor allowance for the cost of repairs. The loss of hire insurer additionally covered a proportion of the hire expenses, but was not liable for more money than was saved by the decision to hire portable equipment rather placing the vessel off-hire.

Delay due to damaged cargo equipment
A bulk carrier was chartered on a time charterparty with a daily hire of USD 30,000. The shipowner took out loss of hire insurance for the corresponding amount. While loading at a port in Denmark, the electro-hydraulic motor grabs on one of the onboard cranes broke down. Subsequently, the loading and discharging capacity of the vessel was reduced, impacting daily hire.

The Gard solution
Delay due to damaged cargo equipment is not uncommon. Any breakdown of cranes, cargo pumps or similar equipment prevents the vessel from keeping to its schedule and may result in a reduction in charter hire. As per the Nordic Marine Insurance Plan, any period the vessel is trading with reduced hire as a consequence of such damage shall be converted into a corresponding period of total loss of income. E.g., if a vessel traded with 50% reduction of hire for a period of 50 days due to a damaged crane, this will be converted to a period of 25 days full off hire. With a standard deductible of 14 days, the insured would be entitled to compensation for 9 days, based on the agreed daily earnings as per the Loss of Hire policy.
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