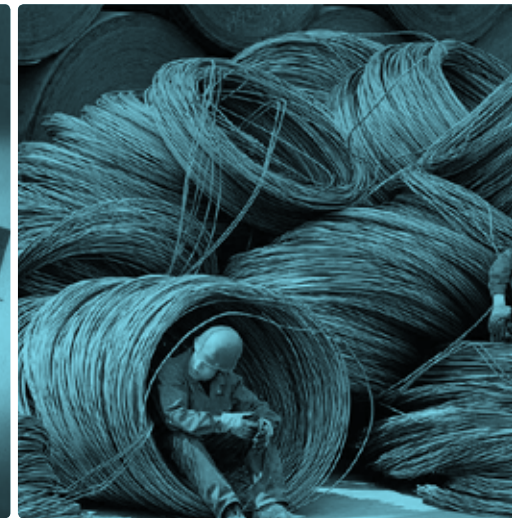


Comprehensive Carrier's Liability Cover

Risk solutions covering
cargo both on and off
the ship



Providing the widest range of risk solutions

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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.

Gard's comprehensive carrier's liability cover insures cargo on and off the ship, and is the broadest liability cover for carriers available in the current market, responding to a wide range of liabilities beyond standard P&I insurance.

Further information can be found on our webpage (www.gard.no) under "Covering risks", or from your usual contact.

Scope of cover



Gard's comprehensive carrier's liability cover responds to cargo both on and off the ship, covering a number of liabilities that fall outside standard P&I cover.

Liabilities in respect of cargo, lost or damaged property, personal injury and pollution caused by

- Trans-shipment of cargo.
- Land carriage of cargo.
- Land-side storage of cargo.
- Geographic deviation from contract voyage.
- On-deck carriage of under-deck cargo.
- Cargo loading at a port other than that named in the bill of lading.
- Delivery of cargo at a port other than that named in the bill of lading.
- Lightering of cargo amounting to deviation.
- Cargo carried on vessels other than those stated in the bill of lading.
- Delivery of cargo without production of negotiable bills of lading or other documents.
- Ad valorem bills of lading.
- Vessel dry-docking with cargo onboard.
- Contracting on terms more onerous than Hague-Visby standards.

Liabilities in respect of cargo, property, personal injury and pollution arising under approved contracts with

- Shippers and receivers of cargo.
- Terminal operators and owners.
- Ship agents.
- Clean-up contractors.
- Owners/charterers in connection with blending operations.
- Shipyards.
- Port authorities.
- Sub-contractors, including rail and trucking companies.
- Tug owners.

Limit of cover

- Standard aggregate limit USD 50 million per event.
- Higher limits available on terms to be agreed.

Who can be covered?

- Gard clients with underlying P&I cover

Important exclusions

- No cover for loss of or damage to an assured's own property, including own containers.
- Performance guarantees (e.g. just in time deliveries).

Case studies



Practical examples where the cover will respond

Through transport of cargo under separate bills of lading



An operator is involved in the transport of tractors by sea and over land. During the transport the tractors are carried under two separate bills of lading (i.e. without a through transport bill). During the rail journey, a tractor falls and is damaged. There is also damage to the rail car and injury to a third party passerby.

The Gard solution

Even though there is no through transport bill of lading or similar combined transport contract of carriage, the cover responds to the carrier's liability for damage to the tractor, to the railway company for property damage and to the passerby for personal injury.

Shipowner's use of an LNG terminal



During cargo operations the terminal suffers considerable damage due to negligence by its operators. The shipowner has signed the terminal's conditions of use and has thereby taken on strict liability for damage to the terminal up to a limit of USD 200 million per event.

The Gard solution

The cover responds to liability arising from terminal's sole negligence which is excluded from the standard P&I cover.

Contracting on terms more onerous than Hague-Visby standards

A car carrier enters into a contract of carriage whereby he waives the Hague-Visby package limitation and catalogue of defences. He is held liable for cargo damage caused by fire and the claim exceeds the package limitation.

The Gard solution

The cover responds to liability incurred towards cargo interests, including liability exceeding the package limitation amount.

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