

Gard's Comprehensive Carrier's Liability Cover follows the cargo on and off the ship, and is probably the widest ranging liability cover for carriers available in any market today. The cover responds to a wide range of liabilities beyond standard P&I insurance.

Liabilities in respect of cargo, loss of or damage to property, personal injury and pollution caused by:

- Transshipment 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 bills of lading
- Lightering of cargo amounting to deviation
- Cargo carried on vessels other than as 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

Who can be covered?

- Gard clients with underlying P&I cover.

The Comprehensive Carrier's Liability Cover

Practical examples where the cover will respond:

1) Through transport of cargo under separate bills of lading

An operator is involved in the transport of tractors by sea and over land to their final destination. During the sea and land transport the tractors are carried under two separate bills of lading, i.e. no through transport bill of lading. During the rail transport, a tractor falls off a rail car and is damaged. There is also damage to the rail car and injury to a third party passerby.

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 as well as liability to the Railway Company for property damage and to the passerby for personal injury.

2) Shipowner's use of an LNG terminal

During cargo operations the terminal is considerably damaged due to the terminal's sole negligence. The shipowner has signed the terminal's Conditions of Use and thereby taken on strict liability for damage to the terminal up to a limit of USD 200 million per event.

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

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

Important exclusions

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

Limit of cover

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

For further information please contact
Inger Eidem

Tel: + 47 37 01 93 90

Email: inger.eidem@gard.no

Or your usual Club contact

