



CCC Exposures

Ken Baldwin, CPCU, AMIM, CMIP

Vice President – Marine

LIG Marine Managers



C.C.C. Liabilities for 2 sessions

Ship Repairer's Legal Liability

Wharfinger's Legal Liability

Landing Owners Legal Liability

Landing Dock Bailees Liability

Terminal Operator's Liability

Stevedore's Legal Liability

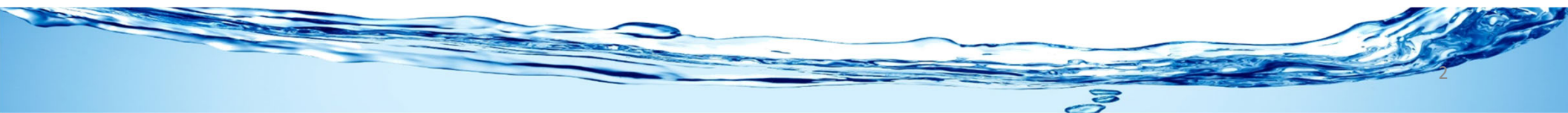


C.C.C. Liabilities

Coverage

Major Exclusions

When to use



Ship Repairer's Legal Liability



Ship Repairer's Legal Liability

This Company agrees to pay on behalf of the Insured all sums, as ship repairer, shall become legally obligated to pay:

- A. by reason of the liabilities imposed upon the Insured by law for physical loss of or damage to watercraft and their equipment, cargo or other interests on board, occurring only while such watercraft are in the care, custody or control of the Insured for the purpose of repair or alteration at ___ or while such watercraft are being moved via inland waters for a distance not in excess of ___ miles in connection with repairs or alteration;



Ship Repairer's Legal Liability

- B. By reason of the liabilities imposed upon the Insured by law as damages because of property damage caused by a watercraft covered under "A" above while in the care, custody or control of the Insured and being navigated or operated away from premises described in "A" above within permitted waters by an employee or employees of the Insured or in tow of a tug not owned by or demise chartered to the Insured.

It is a condition of this Clause 3B that any employee of the Insured engaged in the navigation of a watercraft described herein shall possess such license as is required by the United States Coast Guard or any other applicable regulatory authority to perform the duties being carried out by said employee;



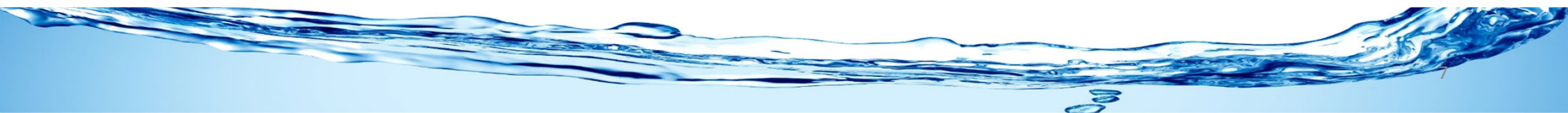
Ship Repairer's Legal Liability

- C. For the cost of defending any suit against the Insured on any claim based on a liability or an alleged liability of the Insured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of this Company;



Policy Limit

- Maximum Limit
 - A. Watercraft, any equipment, cargo & Any interests on board;
 - B. Any One occurrence covered in B
 - C. Legal Expenses covered in C.
- The maximum aggregate for any one claim in A,B,C shall be \$_____



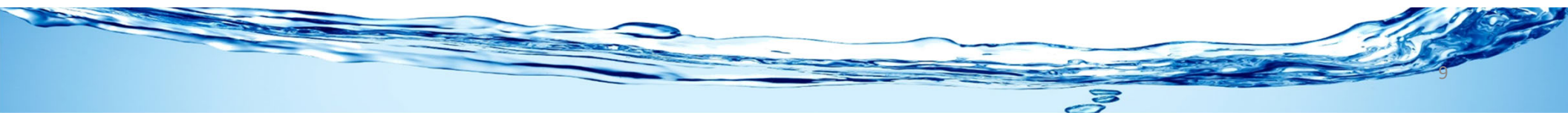
Common CCC Exclusions

- Death or personal injury;
- Any liability assumed under contract or otherwise in extension of the liability which would have been imposed upon the Insured by law in the absence of contract;
- Loss, damage or expense arising in connection with work on any vessel which has carried flammable or combustible liquid in bulk as fuel or cargo or any vessel which has carried flammable compressed gas in bulk, unless such work is done in accordance with the requirements of the rules and regulations of the National Fire Protection Association applicable to such work;
- Demurrage, loss of time, loss of freight, loss of charter and / or similar and / or substituted expenses;
- Loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Insured except as to any excess over and above the amount recoverable thereunder;



Common CCC Exclusions

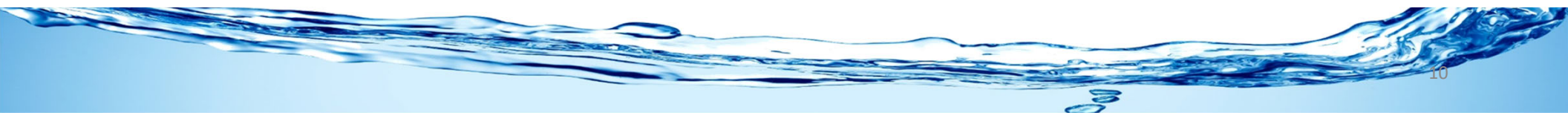
- Damage to Owned or leased items;
- The expense of redoing the work improperly performed by or on behalf of the Assured or the cost of replacement of materials, parts or equipment furnished in connection therewith;
- The cost or expense of repairing, replacing or renewing any faultily designed part or parts which cause(s) loss of or damage to the watercraft, or for any expenditure incurred by reason of a betterment or alteration in design;
- Any loss of, or damage to watercraft occurring while in the care, custody or control of the Assured and otherwise covered under Section 3A hereof, but not discovered within sixty days of the delivery of the watercraft to the owner or demise charterer, or within sixty days after work is completed, whichever first occurs;
- War, SR & CC, Nuclear exclusions



Ship Repairer's Legal Liability Storage Exclusion

- I. Loss of or damage to watercraft placed in the care, custody or control of the Insured for the purpose of storage regardless of whether any work is also to be performed on the watercraft; provided that this exclusion shall not apply to any physical loss or damage to the watercraft (otherwise covered under this Policy) resulting directly from repairs or alterations to said watercraft carried out during such storage period;

American Inst SRLI Clause



Ship Repairer's Legal Liability

When to use?



Wharfinger's Legal Liability



Wharfinger's Legal Liability

Coverage

Physical loss of or damage to vessels, their equipment, cargo, freight and other interests on board (including the costs or expense of or incidental to the removal of wreck of such property), the property of others, while such property is in the custody of the Insured at their landing and mooring facilities located on.....

Any other physical loss of or damage to the property of others arising out of the custodianship of the vessels.



Wharfinger's Legal Liability

Exclusion

All usual CCC

For loss, damage or expense arising out of the operation of any vessel or craft owned or operated by the Insured or any affiliated or subsidiary concern or individual or party;

For vessel repair, construction, alteration, conversion or gas freeing;

However many Wharfingers Forms will cover bodily Injury except for employees of the Insured.

Wharfingers Forms are very different so review entire form before binding coverage.

Wharfinger's Legal Liability

When to use?



CCC Review

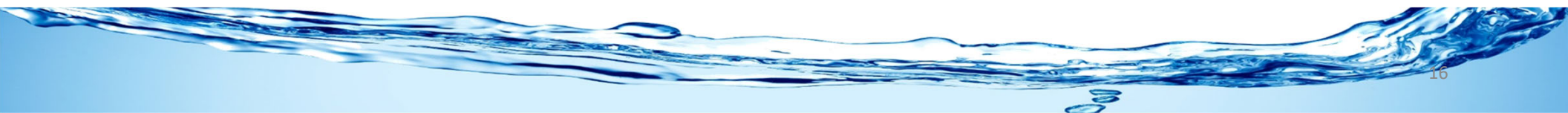
SRLI – Ship Repairer’s Legal Liability

Repair / Maintain / Service

WhLL – Wharfinger’s Legal Liability

Store / Moor / Dock

Commercial or Recreational



CCC Review

CCC Exclusions:

- ❖ Contractual
- ❖ Demurrage
- ❖ Other CCC coverages

- ❖ Owned Property
- ❖ Bodily Injury

C.C.C. Liabilities for 2 sessions

Covered today:

Ship Repairer's Legal Liability

Wharfinger's Legal Liability

Covered in upcoming
16 Sept Seminar:

Landing Owners Legal Liability

Landing Dock Bailees Liability

Terminal Operator's Liability

Stevedore's Legal Liability

