



Marine CCC Exposures

Webinar
February 21, 2017



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LIG MARINE MANAGERS, INC. | ST PETERSBURG, FL

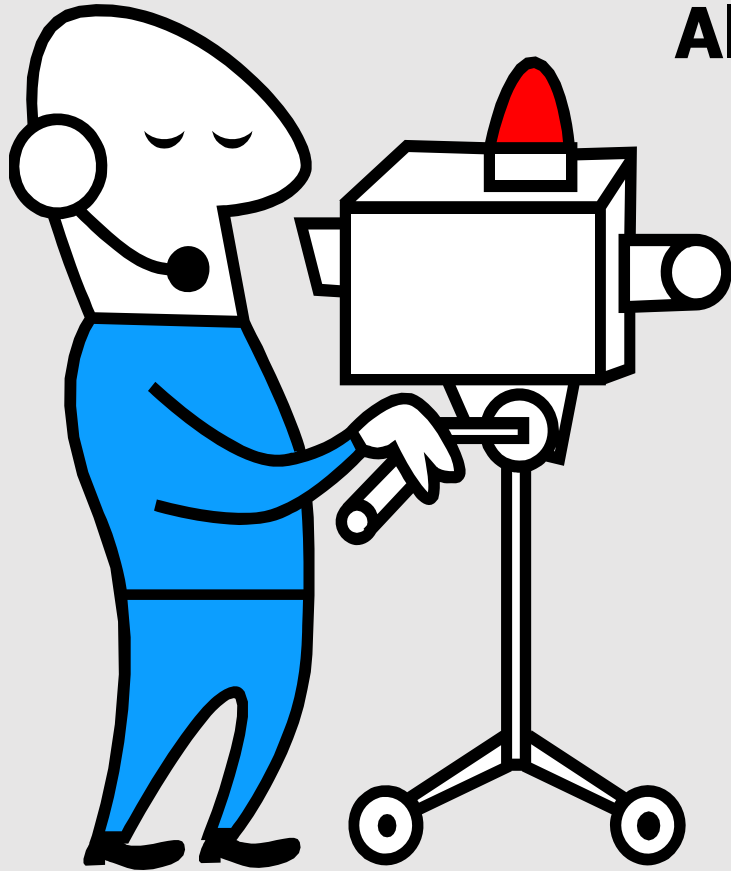
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2017 Webinars

All Webinars are 2:30pm Eastern Time

Ask Your Marine /
Longshore Underwriter

14 March 2017



CCC Liabilities

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



CCC Liabilities

Coverage

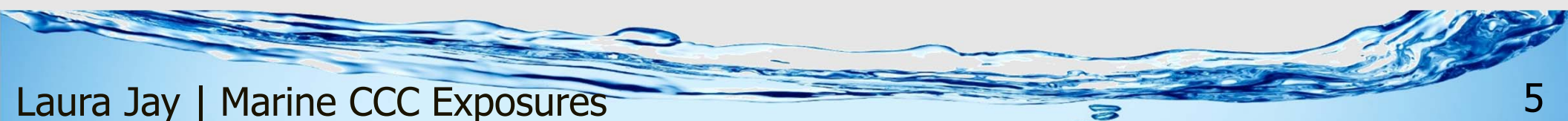
Major Exclusions

When to use



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;
- Other CCC coverage



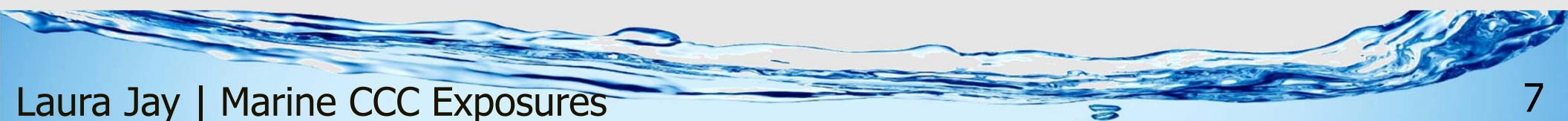
Ship Repairer's Legal Liability



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

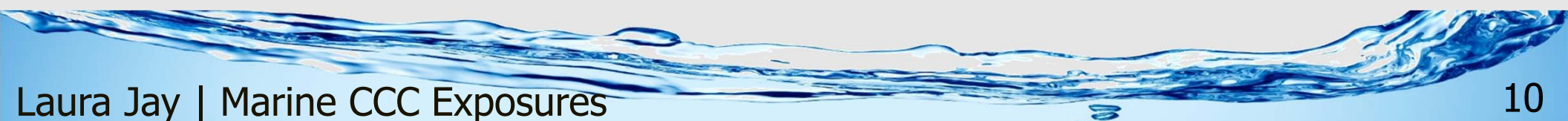
- C. For the cost of defending any suit against the Insured on any claim based on a liability or an alleged liability of the Insured covered by this insurance if the amount of the claim hereunder exceeds the amount deductible under this Policy, but this Company shall not be liable for the cost or expense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

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 SRTL Clause



Ship Repairer's Legal Liability



When to use?

CCC Liabilities

Wharfinger's Legal Liability

a.k.a

Landing Owners Legal Liability

a.k.a.

Landing Dock Bailees Liability

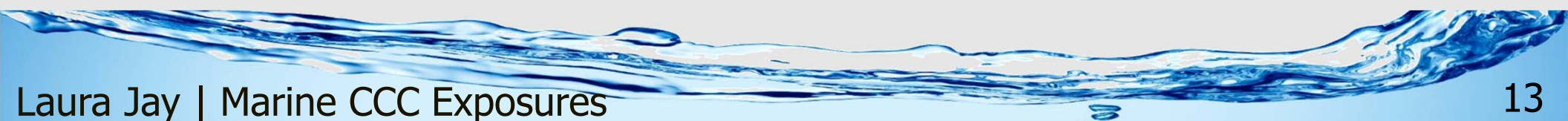


Wharfinger's Legal Liability

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.

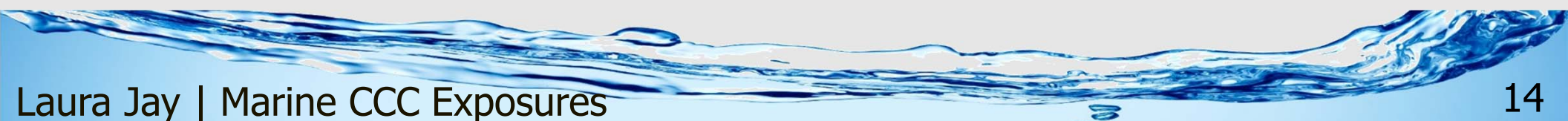


Landing Dock Bailee Liability

Coverage

This insurance covers the legal liability of the Insured for loss or damage to vessels, craft and equipment, cargoes, freights, and other interests on board, which are in their care, custody or control at or in the vicinity of _____

This insurance also covers the legal liability of the Insured for loss or damage to property other than that referred to in paragraph A hereof caused by said vessels or craft and their cargoes, which are in their care, custody or control.



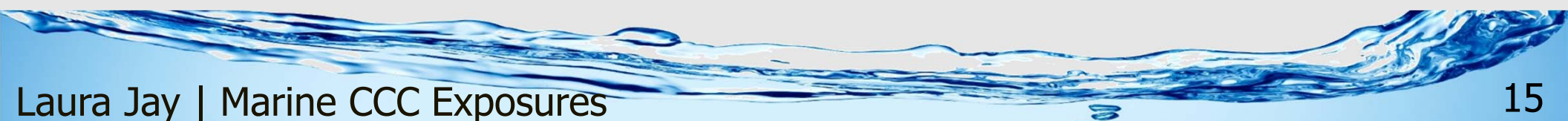
Wharfinger's Legal Liability

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



Wharfinger's Legal Liability / Landing Dock Owner

When to use?

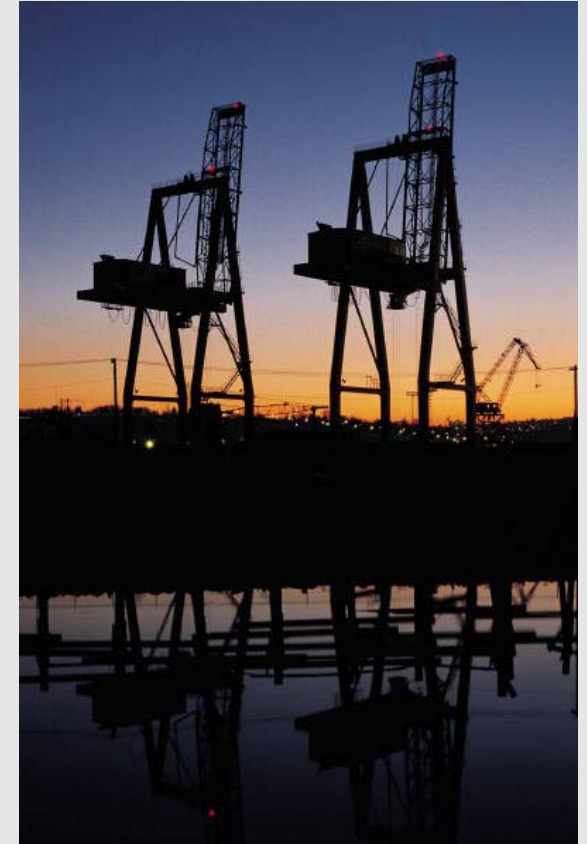


Terminal Operators and Stevedore's Liability

Stevedore's Liability

Terminal Operator's Liability

Combined Form

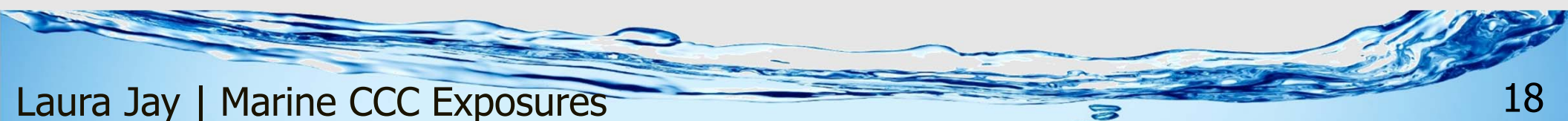


Stevedore's Legal Liability Coverage

"Property damage" to watercraft, and the equipment, cargo, freight and other interests on board resulting from the Insured's "loading or unloading" of said watercraft at the location(s), including adjacent inland waters, scheduled below:

"Property damage" to other watercraft, their cargo or freight, or any other fixed or movable object, interest or property of others arising out of the "loading or unloading" of watercraft covered under 1.A. above.

CONT'd.....



Stevedore's Legal Liability Coverage

"Property damage" to the property of others occurring only while such property is in the care, custody or control of the Insured, and resulting from or arising out of the Insured's operations or activities as a Stevedore at the location(s) scheduled in 1.A. above.

Cost or expense of, or incidental to, the removal of wreck of watercraft covered under 1.A. above and the equipment, cargo and other interests on board, while in the care, custody or control of the Insured, when such removal is compulsory by law. It is agreed that such cost or expense shall be reduced by the net proceeds of salvage that may inure to the benefit of the Insured.

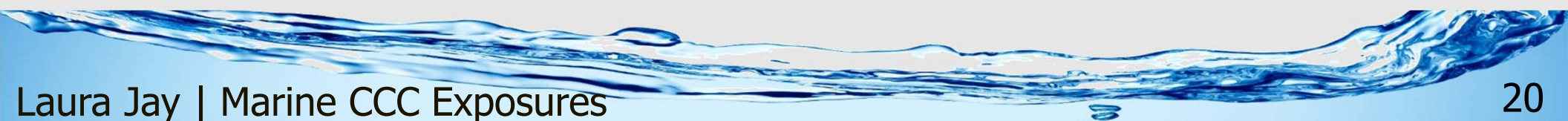
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Terminal Operator's Legal Liability Coverage

“Property damage” to watercraft, and the equipment, cargo, freight and other interests on board, while such watercraft is in the care, custody and control of the Insured for the purpose of berthing, docking, “loading or unloading” at the locations scheduled below:

“Property damage” to other watercraft, their cargo or freight, or any other fixed or movable object, or property of others, caused by watercraft covered under 1.A. above

CONT'd...



Terminal Operator's Legal Liability Coverage

"Property damage" to other watercraft, their cargo or freight, or any other fixed or movable object, or property of others, caused by the "loading or unloading" of watercraft covered under 1.A. above

"Property damage" to the property of others occurring only while such property is in the care, custody or control of the Insured, and which results from or arises out of the Insured's operations or activities as a Terminal Operator at the location(s) scheduled in 1.A. above

CONT'd...

Terminal Operator's Legal Liability Coverage

Cost or expense of, or incidental to, the removal of wreck of watercraft covered under 1.A. above and the equipment, shall be reduced by the net proceeds of salvage cargo and other interests on board, while in the care, custody or control of the Insured, when such removal is compulsory by law. It is agreed that such cost or expense that may inure to the benefit of the Insured.

CONT'd...

Terminal Operator's Legal Liability Coverage

With respect to watercraft in the care, custody and control of the Insured as set forth in 1.A. above, this insurance attaches from the moment the watercraft becomes at the risk of the Insured at the location(s) scheduled in 1.A. and continues thereafter until removed from the location(s) scheduled in 1.A. or until no longer at the risk of the Insured, whichever shall first occur. However, in the event of temporary removal of a watercraft, due to an emergency, to within five miles of the location(s) scheduled in 1.A. and provided that the Insured remains in the care, custody and control of such watercraft, this insurance will continue as if said watercraft was at the location(s) scheduled in 1.

...END

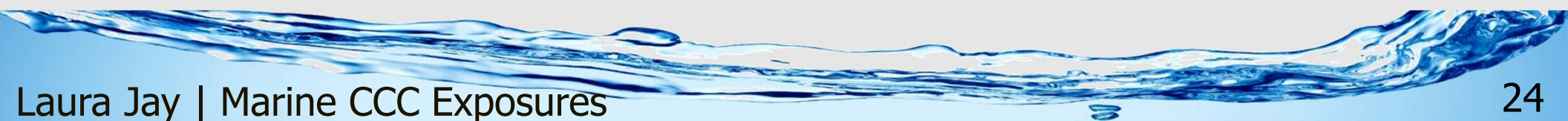
Terminal Operator's and Stevedoring Exclusions

All usual CCC and:

Loss, damage or expense caused by, resulting from or arising out of watercraft repair, alteration, maintenance, construction, conversion or gas-freeing;

Loss, damage or expense caused by or arising out of exceeding the related lifting capacity of any crane, travel lift or other lifting device;

Loss, damage or expense resulting from unexplained disappearance or inventory shortage;



Terminal Operator's and Stevedore's Liability

When to use

Stevedore's Liability

Terminal Operator's Liability

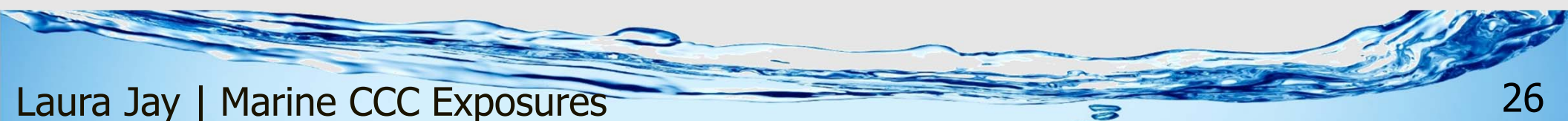
Combined Form



CCC Review

- SRLI – Ship Repairer’s Legal Liability
Repair / Maintain / Service
- WhLI – Wharfinger’s Legal Liability
Store / Moor / Dock
- StLI – Stevedore’s Legal Liability
Load / Unload cargo
- TOLI – Terminal Operator’s Legal Liability
Store cargo, containerized, liquid,
bulk

Commercial or Recreational



CCC Review

CCC Exclusions:

- ✓ ***Contractual***
- ✓ ***Demurrage***
- ✓ ***Other CCC coverages***

- ❖ Owned Property
- ❖ Bodily Injury

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