



# COMPREHENSIVE CARRIERS' LIABILITY COVER

RISK SOLUTIONS COVERING  
CARGO BOTH ON AND OFF  
THE SHIP





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.

# PROVIDING THE WIDEST RANGE OF RISK SOLUTIONS



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](http://www.gard.no)) under "Products", or from your usual contact at Gard.

Dedicated duty  
phones in all offices





# 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

- 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 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 the 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

## 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.

## Pollution liability assumed under Clean-up Co-operative Agreements or Response Corporation Agreements

The Assured enters an agreement with a pollution response corporation containing indemnities, hold harmless provisions and waivers which exceed the International Group guidelines.

### *The Gard solution*

Although liabilities, losses, costs and expenses arising under such non-approved contract terms would not be covered under standard P&I, there is cover available for these risks by means of Special Terms of Entry in the Comprehensive Carrier's Liability Cover, provided the contractual terms with the clean-up contractors have been approved by the Association.

## 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.



# THE GARD GROUP

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and all major time zones

 **13** OFFICES

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# 200+

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