A STUDY ON THE IMPLEMENTATION OF DUE DILIGENCE
AND ITS EFFECT
- FOCUSSING ON THE MARINE HULL INSURANCE -
2000年 2月

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A Study on the Implementation of Due Diligence and Its effect

- Focussing on the Marine Hull Insurance -

by Sang-Wook Lee

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Graduate School of Korea Maritime University

Abstract

Marine Insurance is for the underwriter to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure. In marine hull insurance, a loss or damage to the assured’s insured-against can be divided into two categories. The one is the losses which always can be covered from underwriters regardless of assured’s due diligence to his insured-against such as the losses proximately caused by perils of the seas and Act of God, and the other is the losses which can be covered only if his due diligence have been proved.

Accordingly, there may be some cases in which underwriters refuse to pay claims to the assured in case of his want of due diligence and actually, a lot of cases which an assured could not have been covered, existed through the history of marine hull insurance claims. Marine enterprisers such as ship’s owners, managers, charterers and carriers should not overlook this kind of resonable care in running their business, and if they fail to do so, they might be in trouble with legal liability, to say nothing of their financial hardness and difficulty in management.

Statistically, looking back the past marine accident cases in korea, the most
parts of the accident are man-made disasters caused by want of due diligence. So, this study will focus on this kind of marine losses and insurance clauses and other relevant rules containing due diligence such as due diligence of the assured in inchmaree clause, ITC-Hulls, 1983, and due diligence of carrier in Hague-Visby Rule and so on. This study also shows what the disadvantages to marine enterprisers are, caused by want of due diligence and the advantages of doing due diligence are.

In conclusion, this study contends that marine enterprisers should perform due diligence in doing their business for both financial stability and good management of their companies.
2. 1

1. 1

...
(Common law) (Law merchant)

1906 (Marine Insurance Act 1906; MIA 1906)

17

2,000

1906 (Rules for Construction of Policy) 17

2)

2.1

2)
2.2 

1. A marine policy must be signed by or on behalf of the insurer, provided that in the case of a corporation the corporate seal may be sufficient, but nothing in this section shall be construed as requiring the subscription of a corporation to be under seal.

2. Where a policy is subscribed by or on behalf of two or more insurers, each subscription, unless the contrary be expressed, constitutes a distinct contract with the assured.

3) 24. Signature of Insurer

1. A marine policy must be signed by or on behalf of the insurer, provided that in the case of a corporation the corporate seal may be sufficient, but nothing in this section shall be construed as requiring the subscription of a corporation to be under seal.

2. Where a policy is subscribed by or on behalf of two or more insurers, each subscription, unless the contrary be expressed, constitutes a distinct contract with the assured.
Àǹý°ú°ü·Ê¿¡µû¸£°ÔµÈ´Ù
À̺¸ÇèÀº¿µ±¹Àǹý·ü°ú°ü½À¿¡ÁذÅÇÑ´Ù
À̸í½ÃµÇ¾îÀÖ´Ù
ÀÌÇöÀç¼¼°èÀûÀ¸·Î³Î¸®Åë¿ëµÇ°íÀִ°ÍÀÌ´Ù
¿ì¸®³ª¶óÀǰæ
¿ìµµÇöÀçÇǺ¸ÇèÀÚÀÇÆ¯º°Çѿ䱸°¡¾ø´ÂÇÑÇùȸ¼±¹Ú±â°£¾à°üÀ»±×´ë·Î»ç¿ëÇϰÅ
³ªÀϺÎÀǼöÁ¤À»°¡ÇÏ¿©»ç¿ëÇϰíÀÖ´Ù
ÀÌ·±ÇØ»óº¸Çè¾à°üÀº·±´øº¸ÇèÀÚÇùȸ¿Í·ÎÀÌÁÇèÀÚÇùȸ°¡°øµ¿À¸·Î°ü¸®ÇÏ´ÂùêÔÒêÍê¬üå¿¡¼­¸¸µé¾îÁø´Ù
·±´øº¸ÇèÀÚÇùȸ´Â 1884³â 6¿ù¿µ±¹Á¤ºÎ·ÎºÎÅÍÁ¤½ÄÀ¸·ÎÀΰ¡¸¦¾ò°í¹ßÁ·µÈ°ÍÀ¸·Î·±´øÀÇÁÖ¿äÇØ»óº¸Çèȸ»ç¿¡ÀÇÇØÁ¶Á÷µÈ´ÜüÀÌ´Ù
ÀÌ¿¡¹ÝÇØ·ÎÀÌÁî½ÃÀå¿¡¼­´Âº°µµ·Î·ÎÀÌÁî¿Íº¸Çèȸ»ç°¡°øµ¿À¸·Î°¢Á¾ÀÇÇÕµ¿À§¿øÈ¸·Î¼­´ÂÁ¶ÀÎÆ®ÇæÄ¿¹ÌƼ
(Join Hull Committee), Á¶ÀÎÆ®Ä«°íÄ¿¹ÌƼ (Joint Cargo Committee), Á¶ÀÎÆ®ÄܽºÆ®·°¼Ç¸®½ºÅ©Ä¿¹ÌƼ (Joint Construction Risk Committee), ÇøâÀ§Çذøµ¿À¸·Î°¢Á¾ÀÇÇÕµ¿À§¿øÈ¸·Î¼­´ÂÁ¶ÀÎÆ®ÇæÄ¿¹ÌƼ (Technical and Clauses Committee) ¿©·¯°¡ÁöÇØ»óº¸Çè¾à°üÁß¿¡¼­º»¿¬±¸¿¡¼­Áַδٷç°ÔµÉÇùȸ¼±¹Ú±â°£¾à°üÀº
óÀ½ 1779³â·ÎÀÌÁî¿¡¼­°ø½ÄÀ¸·Î¿¡½ºÁöÆú¸®½ÃÆû (SG Policy Form) À»ÇØ»óº¸Çè Áõ±ÇÀ¸·Î»ç¿ëÇÏ¿´À»¶§¿¡´ÂÇǺ¸ÇèÀÚÁï, ¼±ÁÖ³ªÈ­ÁÖ°¡ÇÊ¿ä·ÎÇß´øú­ß¾êËúÏÀººñ±³Àû°£´ÜÇѰÍÀ̾ú´Ù.
µû¶ó¼­, ¿¡½ºÁöÆú¸®½ÃÆûÀÇÀ§Çè¾à°ü¿¡¼­¸í½ÃµÈ 14°³ÀÇ¿­°ÅÀ§ÇèÀ¸·ÎÃæºÐÇß´Ù
±×·¯³ª 1880³â´ë¿¡À̸£·¯Áõ±â¼±ÀÌÃâÇöÇÏ¿©Á¾·¡ÀÇÇ×ÇØ´ÜÀ§ÀǺ¸Çè (Voyage Policy) Á¶ÀÎÆ®½ºÅåÄÞÆÄ´Ï½º¾×Æ® (Joint Stock Companies Acts)
2

1. [1883년 1884년 (IT C, ICC)
   1882년 (MAR Policy) ]

1.1

<table>
<thead>
<tr>
<th>1893년 (Harter Act)</th>
<th>1924년</th>
</tr>
</thead>
</table>

4) [MIA 1906 39] 4)  "..." 5) [MIA 1906 39]
(Hague Rule) 1921

6) Mocatta, Mustill and Boyd, p.435.

13) Harter Act, 1893

Section 2 provides: It shall not be lawful for any vessel transporting merchandise or property from or between ports of the United States and foreign ports, her owner, master, agent, or manager, to insert in any bill of lading or shipping document any covenant or agreement whereby the obligations of the owner or owners of said vessel, to exercise 

due diligence, properly equip, man, provision and outfit said vessel, and to make said vessel seaworthy and capable of performing her intended voyage, or whereby the obligations of the master, officers, agents, or servants to carefully handle and stow her cargo and to care for and properly deliver same, shall in any wise be lessened, weakened, or avoided.

14) COGSA

1. The carrier shall be bound, before and at the beginning of the voyage, to exercise 

due diligence to -

(a) Make the ship seaworthy;

(b) Properly man, equip, and supply the ship;

(c) Make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

16) Spencer Kellog & Sons v. Great Lake Transit Corp., 32F.
18) ¼­¿ïÚÅò¢÷÷, 1978.8.3.77 1615.
1.2

19) Hence, the court concluded that the defendant was liable for the damages caused by the failure to follow the established safety procedures.


21) Merriam webster; The care that a reasonable person exercises under the circumstances to avoid harm to other persons or their property.

22) Thames & Mersey Insurance Co. - V - Hamiton Fraser, 1887.
(a) Failure of the negligent party to do something which ought to have been done: or

(b) The act of the negligent party in doing something which ought to have been done, but with a lack of reasonable care in so doing: or

23) “Doing something which ought either to have been done in a different way or not at all, or omitting to do something which ought to have been done”
(c) The act of negligent party in doing something which ought not to have been done.

24) 6.1.1 Perils of seas rivers lakes or other navigable waters
25) 6.2 This insurance covers loss of or damage to the subject-matter insured caused by

6.2.1 Accidents in loading discharging or shifting cargo or fuel
6.2.2 Bursting of boilers breakage of shafts or any latent defect in the machinery or hull
6.2.3 Negligence of Master Officers Crew or Pilots
6.2.4. Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder
6.2.5 Barratry of Master Officers Crew

Provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.


28) 6.1.1 Perils of seas rivers lakes or other navigable waters

6.1.2 Fire, explosion
2.2 22

6.1.3 Violent theft by persons from outside the vessel
6.1.4 Jettison
6.1.5 Piracy
6.1.6 Breakdown of or accident to nuclear installation or reactors
6.1.7 Contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation
6.1.8 Earthquake volcanic eruption or lightning.

29) Provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.
30) MIA 1906, § 55 ¶ 2 (a)

(2) In particular
(a) The insurer is not liable for any loss attributable to the wilful misconduct of the assured, but, unless the policy otherwise provides, he is liable for any loss proximately caused by a peril insured against, even though the loss would not have happened but for the misconduct or negligence of the master or crew;
(Want of due diligence) 6.2.1 Accidents in loading, discharging or shifting cargo or fuel 
6.2.2 Bursting of boilers, breakage of shafts or any latent defect in the machinery or hull
6.2.3 Negligence of Master, Officers, Crew or Pilots

31) Ù¬ÜÁúÏíº¶õ¼ÕÇØº¸Çè¿¡À־´Âº¸Çè°è¾à¿¡ÀÇÇÏ¿©ÇǺ¸ÇèÀÌÀÍÀÇÁÖü·Î¼­º¸ Çè»ç°í°¡¹ß»ýÇѶ§¿¡º¸Çè±ÝÀÇÁö±ÞÀ»¹ÞÀ»ÀÚ¸¦°¡¸®Å²´Ù
32) àÏÚÜá¶êóíº¶õù°·Î¼±¹ÚÀǹ°±Ç¹ý»ó¼ÒÀ¯ÀÚ¸¦¸»ÇϰíµÑ°·Î´ÂÀڱॲ¼ÒÀ¯ÇÏ´ÂÀÚ¸¦¸»ÇÑ´Ù
33) ÊµÀڷμ­ÇØ»ó¹ý»óÀǼ±¹Ú¼ÒÀ¯ÀÚ¶ó°íÇÒ¼öÀÖ´Ù
34) àÏÚÜη×âìÑÀ̶õ¼±¹Ú°øÀ¯ÀÚ¸¦´ë¸®ÇÏ¿©°øÀ¯¼±¹ÚÀÇÀ̿뿡°üÇÑÀçÆÇ»ó¶Ç´ÂÀçÆÇ ÀÌ¿ÜÀǸðµçÇàÀ§¸¦ÇÒ±ÇÇÑÀ»°®´ÂƯº°ÇÑ»ó¾÷»ç¿ëÀÎÀ»¸»ÇÑ´Ù
35) »ó¹ý¿¡¼­ÀϹÝÀûÀ¸·Î»ç¿ëµÇ´Â¼±¹Ú°øÀ¯ÀÚ¶õº¹¼öÀÎÀ̼±¹ÚÀ»°øµ¿¼ÒÀ¯ÇÏ¿©»óÇàÀ§±âŸ¿µ¸®ÀǸñÀûÀ¸·Î¿îÇ׿¡»ç¿ëÇÏ´ÂÀÚ¸¦¸»ÇÑ´Ù
36) 6.2.1 Accidents in loading, discharging or shifting cargo or fuel

- 23 -
2.3 Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

3. Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

1. Barratry of Master Officers Crew

6.2.4 Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 Barratry of Master Officers Crew
(Due diligence)\[37\] ... p.156.

(Statutory exclusion)\[38\] \[39\] Compania Naviera Martiartu v. Royal Exchange Assurance Corp. 1924

“Provided such loss or damage has not resulted from want of due diligence by
the assured, owners or managers’.
(Liner Negligence Clause) 1884[30] 34

1. 

... 

(Ejusdem generis) ... 'shipboard or elsewhere'... 

Fort Stikine) 1944... 

(Sabotage) 45... 

---

44) The following clauses shall be paramount and shall override anything contained in this insurance inconsistent there with.

23. War Exclusion

24. Strike Exclusion

25. Malicious Act Exclusion

26. Nuclear Exclusion

45) ...
2. On shipboard or elsewhere

3.

46) Polpen Shipping Co. - v - Commercial Union, 1943.
6.1.6 (Dock)  

6.1.7 (Container)

6.1.8 (Gantry crane)  

6.1.9 (Gantry arm)  

6.1.10 (Cell)  

6.1.11 (Mast)  

6.1.12 (Dry dock)  

6.1.13 (Dry dock)
6. Perils

6.1 This insurance covers loss of or damage to the subject-matter insured caused by

6.1.1 Perils of seas, rivers, lakes or other navigable waters

6.1.2 Fire, explosion

6.1.3 Violent theft by persons from outside the vessel

6.1.4 Jettison

6.1.5 Piracy

6.1.6 Breakdown of or accident to nuclear installation or reactors

6.1.7 Contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or
installation

6.1.8 Earthquake volcanic eruption or lightning.

6.2 This insurance covers loss of or damage to the subject-matter insured caused by

6.2.1 Accidents in loading discharging or shifting cargo or fuel

6.2.2 Bursting of boilers breakage of shafts or any latent defect in the machinery or hull

6.2.3 Negligence of Master Officers Crew or Pilots

6.2.4 Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder

6.2.5 Barratry of Master Officers Crew

Provided such loss or damage has not resulted from want of due diligence by the Assured, Owners or Managers.

6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this clause 6 should they hold shares in the Vessel.
1. Shifting cargo

6.2.1 (Shifting cargo)

4. Shifting cargo

48) 6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this clause 6 should they hold shares in the Vessel.
49) 6.2.1 Accidents in loading, discharging or shifting cargo or fuel

50) ...
(Rope sling)

51) 6.1.7 Contact with aircraft or similar objects, or objects falling therefrom, land conveyance, dock or harbour equipment or installation

52) 6.2.1 Accidents in loading discharging or shifting cargo or fuel
2. 项目

...（Boiler）...  

6.2.2 项目...  

(a) 项目...  

(b) 项目...  

(c) 项目...  

(d) 项目...
3. ÊÝÈÉÈÍÈÍ

6.2.2 ËÆ (Shaft tunnel) ËÆ (Stern tube) ËÆ (Bolt) ËÆ (Propeller)

(a) ËÆ (a) ËÆ (c)

53) 6.1.1 Perils of seas rivers lakes or other navigable waters

- 38 -
(d) 6.2.2 Bursting of boilers, breakage of shafts or any latent defect in the machinery or hull.
(e) 6.2.2 (Jalavijaya) 55) Scindia Steamship - v - London Assurance, 1937.

---

54) 6.2.2 Bursting of boilers breakage of shafts or any latent defect in the machinery or hull
(Ellaline) 56)

Hutchins Bros-Y-Royal Exchange Corporation, 1911.
5. [ ]

6.2.3 [ ]

57) Jackson - V. Mumford, 1902.
6. (MAR Policy)

58) Institute Machinery Damage Additional Deductible Clause

for use only with the Institute Time Clause-Hulls 1/10(83)

Notwithstanding any provision to the contrary in this insurance a claim for loss of or damage to any machinery, shaft, electrical equipment or wiring, boiler condenser heating coil or associated pipework, arising from any of the peril enumerated in Clause 6.2.2 to 6.2.5 inclusive of the Institute Time Clause-Hulls 1/10/83 or from fire or explosion when either has originated in a machinery space, shall be subject to a deductible of......Any balance terminating, after application of this deductible, with any other claim arising from same accident or occurrence, shall then be subject to the deductible in Clause 12.1 of the Institute Time Clause-Hulls 1/10/83. The Provision of Clauses 12.3 and 12.4 of the Institute Time Clause-Hulls 1/10/83 shall apply to recoveries and interest comprised in recoveries against any claim which is subject to this Clause.
7. 

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8. 

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59) 6.2.4. Negligence of repairers or charterers provided such repairers or charterers are not an Assured hereunder.
11. The term ‘barratry’ includes every wrongful act willfully committed by the master or crew to the prejudice of the owner, or, as the case may be, charterer.
25. Malicious Act Exclusion

In no case shall this insurance cover loss damage liability or caused by

25.1 The detonation of an explosive

25.2 Any weapon of war

and caused by any person acting maliciously or from a political motive

62) 6.3 Master Officers Crew or Pilots not to be considered Owners within the meaning of this clause 6 should they hold shares in the Vessel.
1. Responsibilities and Liabilities

1.1 The carrier shall be bound, before and at the beginning of the voyage, to

   (a) make the ship seaworthy;

   (b) properly man, equip and supply the ship;

   (c) make the holds, refrigerating and cool chambers, and all other parts of
   the ship in which goods are carried, fit and safe for

       their reception, carriage and preservation.

---

63) Responsibilities and Liabilities

1. The carrier shall be bound, before and at the beginning of the voyage, to

   exercise due diligence to

   (a) make the ship seaworthy;

   (b) properly man, equip and supply the ship;

   (c) make the holds, refrigerating and cool chambers, and all other parts of
   the ship in which goods are carried, fit and safe for

       their reception, carriage and preservation.

64) The carrier shall be bound, before and at the beginning of the voyage, to
2. (b) 

3. (1) 

4. (3)
1.3

65) 3. ¶ 3(1) (c)¶æ³ºñ¿¡¼­À¯·´±î

- 48 -
1.4 Article 5

Basis of liability

1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge as defined in article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.

66) Article 5

67) ¶ 787[‡] (¶ 787[‡])
2. ISM Code


SOLAS 94. 1994.

- 50 -
3. Y2K

3.1 

The Y2K bug (Millennium bug) is a computer software bug that appeared due to the 1900 to 2000 Y2K problem. The bug occurred because some programs used two digits to represent the year, and these programs could not distinguish between the years 1900 and 2000. This led to potential issues, especially in systems that relied on year-specific dates or timestamps. The Y2K problem was a concern for computer systems and programs around the world, as it posed a significant risk to financial and other critical systems. For instance, a consequential loss (Consequential loss) was a potential outcome if the bug went unaddressed. The Y2K bug was solved in 1999, with some systems corrected by 2000. For more details, see (Consequential loss) at pp. 23-36.
3.2 Millennium Exclusion Clause (\*\*2000\*\* \*\*\*\*\*\*)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this insurance:

A. Insurer(s) will not pay for damage or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media, microchip, operating system microprocessors (computer chip), integrated circuit or similar device, any computer software, or any other products, and any services, data or functions that directly or indirectly use or reply upon, in any manner, any of the items listed above, whether the property of the insured or not, that result from any actual or alleged failure, malfunction or inadequacy due to inability to correctly recognize, process, distinguish, interpret or accept any data as its true calendar date.

B. It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operations.

C. It is further understood that we will not pay for damage or
consequential loss arising from the failure, inadequacy, malfunction of any advise, consultation, design evaluation, inspection installation, maintenance, repair or supervision provided or done by insured or for insured to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A above.

Such damage or consequential loss described in A, B or C above, is excluded regardless or any other cause that contributed concurrently or in any other sequence.
2. 2.1 2.2

72) 10,

---

2.3

2.4

- 55 -
6.2.3 6.2.5 \(\ldots\) 70% (Moral hazard)\(^{74}\) \(\ldots\)

\[\text{(Scuttling)}\] \(\ldots\) 70% (Moral hazard)\(^{74}\) \(\ldots\)

1. ð¯² (The Antigoni)\(^{76}\)

1.1 ð¯²

\[\text{1986} \, 8\] \(\ldots\) 1986\(\] 9\] 16\] \(\ldots\)

\[\text{Free Town}\] \(\ldots\) 110\] \(\ldots\) \(\ldots\)

\[\text{Lloyd’s Open Form}\] \(\ldots\) \(\ldots\)

\[\text{Goldenay}\] \(\ldots\) \(\ldots\) \(\ldots\)

\[\text{Las Palmas}\] \(\ldots\) \(\ldots\)


1.2 ¹Ý¼Ò

(General Average Expenditure)\(^77\) ¹Ý¼Ò ÀÌÇ× ÇØÀü°ú°³½Ã½Ã¿¡ºÒ°¨Ç×ÇÏ¿´´Ù´Â°øÅëÀûÀÎÀǰßÀ̾ú´Ù

¿©±â¿¡¼­, ¹Ý´ëÁÖÀåÀº°øÅë°ü½É»çÁï, 1986\[9\] 16\[16\] ¹Ý¼Ò Ç×ÇØÀü°ú°³½Ã½Ã¿¡ºÒ°¨Ç×ÇÏ¿´´Ù°íÇ capítulo Áö³ª, 1986\[9\] 16\[16\] ¹Ý¼Ò Ç×ÇØÀü°ú°³½Ã½Ã¿¡ºÒ°¨Ç×ÇÏ¿´´Ù°íÇ capítulo

\(^77\) ¹Ý¼Ò Ç×ÇØÀü°ú°³½Ã½Ã¿¡ºÒ°¨Ç×ÇÏ¿´´Ù°íÇ capítulo ³ë¿õ ÇØ»óº¸Çè, ¹Ú¿µ»ç, 1995, p.349.
2. À̼±¹ÚÀº¿¹ÀεǾîŸÀΰ­À¸·ÎµÇµ¹¾Æ¿Ô´Ù

2.1 À̼±¹ÚÀº¿¹ÀεǾîŸÀΰ­À¸·ÎµÇµ¹¾Æ¿Ô´Ù

1990â 9â 6â 78) (The Safe Carrier)

1990â 9â 6â 78) (The Safe Carrier)


79) Á¶ 31â : (1) It shall be the duty of the owner of a ship to which this section applies to take all reasonable steps to secure that the ship is operated in safe manner...

(3) If the owner of a ship to which this section applies fails to discharge the duty imposed on him by subsection(1), he shall be guilty of an offence...

- 59 -
2.2 The data of Staughton (Service) and (Settling) are shown in Table 2.1. The gravity feed disc is used to separate the particles from the solid phase. The settling time is determined by the time it takes for the particles to sediment to the bottom of the column. The settled solids are then removed, and the supernatant is collected.

2.2.1 The data of Staughton (Service) and (Settling) are shown in Table 2.1. The gravity feed disc is used to separate the particles from the solid phase. The settling time is determined by the time it takes for the particles to sediment to the bottom of the column. The settled solids are then removed, and the supernatant is collected.

Table 2.1: Data for Staughton (Service) and (Settling)

<table>
<thead>
<tr>
<th>Staughton (Service)</th>
<th>Staughton (Settling)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
<td>Settling</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
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<tr>
<td>3</td>
<td>4</td>
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<td>11</td>
<td>12</td>
</tr>
</tbody>
</table>

- 60 -
3. (The Ny-Eesteyr)\textsuperscript{80}

3.1

\textsuperscript{80} Lloyd’s Law Report vol.1, 1988, pp.60-70.
81) 55. Included and Excluded Losses

2. In particular
   a. The insurer is not liable for any loss attributable to the wilful misconduct of the assured, but unless the policy otherwise provides, he is liable for any loss proximately caused by a peril insured against, even though the loss would not have happened but for the misconduct or negligence of the master or crew;
5. 

итерационная процедура, которая может быть представлена в виде следующего алгоритма (ITC-hulls, 1983):


<table>
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<tr>
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<tbody>
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*Lloyd's Law Report vol.1*, 1988

*Lloyd's Law Report vol.1*, 1990
