



ICM

JUNE 2016

MARINE INSURANCE

Instructions to candidates:

- a) Time allowed: Three hours (plus an extra ten minutes' reading time at the start – do not write anything during this time)
 - b) Answer any FIVE questions
 - c) All questions carry equal marks. Marks for each question are shown in []
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1. Define the following FOUR terms:
 - a) Duty of Insured (sue and labour)
 - b) General Average Fund
 - c) Salvage Charges
 - d) Proximate Cause[5 each]
 2.
 - a) Describe the role of an insurance broker in the placing of marine insurance. [15]
 - b) Describe the effect that the doctrine of utmost good faith has on the way the broker deals with the underwriter on behalf of his client. [5]
 3. Describe the operation of Clause 12, the Deductible clause, of the Institute Time Clauses – Hulls 1/11/95. [20]
 4. Describe the cover granted by the 'Additional Perils' clause. Give an example of how this may operate in practice when there is a claim involving the cover granted by this clause. [20]
 5. In the context of marine insurance, when is a contract void and when is it voidable? Illustrate your answer with examples. [20]
 6. Give TEN perils that are excluded by the War Exclusion clause in the Institute Time Clauses – Hulls 1/11/95. [2 each]
 7.
 - a) When two vessels collide and both are to blame, how is damage assessed between the two parties? [10]
 - b) In what instance would there be an exception to this rule? [10]
 8. What is meant by the term '**barratry**' and how does it differ from '**malicious damage**'? Give an example of both barratry and malicious damage. [20]