Maritime Insurance Company Limited

INDIA BUILDINGS :: WATER STREET :: LIVERPOOL 2

CERTIFICATE OF INSURANCE

3550. AM

No. A. 35382 1st July 19 65

This is to Certify that TURNER BROTHERS ASBESTOS CO., LTD., have Insured £ 879 (-eight hundred and seventy-nine- Pounds) sterling on

MARKS AND NUMBERS

PLAINTIFF'S EXHIBIT JM 965

J-M CO.
M.6002 (TR)
REQN. NO.B-264
1220 BLUE YARN
'B' BUILDING
MANVILLE N.J.
VIA NEW YORK
MADE IN ENGLAND.

560/574 15 cartons Asbestos Yarn.

REQ. No. B-265
1030 BLUE YARN.

532/545 14 cartons -do-.

COPY

Via Liverpool.

per s.s."Ivernia" and/or Conveyances

from Rochdale to Manville, New Jersey

CONDITIONS Against all risks of loss or damage as per Institute Cargo Clauses (All Risks) hereover.

Including War, Strikes, Riots, and Civil Commotions as per current Institute War and Strikes Clauses.

SURVEY CLAUSE—In the event of loss or damage which may give rise to a claim under this certificate, notice must be given immediately to the undernoted agent/s so that he/they may appoint a Surveyor if he/they so desire.

Company's / Lloyd's Agents at ..... are use nearest Lloyd's Agent

A duly stamped Policy has been issued, against which the interest insured hereunder has been declared and no stamp duty is payable hereon.

~~Stamp Duty Reserved~~ (Delete if not required). In the event of a claim arising under this Certificate it is agreed that it shall be settled in accordance with English Law and Custom and shall be so settled at Liverpool by Maritime Insurance Co.Ltd.

The original Certificate must be produced when claim is made and must be surrendered on payment.

For MARITIME INSURANCE COMPANY LIMITED.

This Certificate is not valid unless countersigned by
TURNER BROTHERS ASBESTOS CO., LTD.

Countersigned .....

UNDERWRITER

085819

1/1/63

INSTITUTE CARGO CLAUSES (ALL RISKS).

Transit Clause

1. This insurance attaches from the time the goods leave the warehouse or place of storage at the place named in the policy for the commencement of the transit, continues during the ordinary course of transit and terminates either on delivery

Warehouse to Warehouse Clause.

(a) to the Consignees' or other final warehouse or place of storage at the destination named in the policy,

(b) to any other warehouse or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit

or

(ii) for allocation or distribution,

or (c) on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge,

whichever shall first occur.

If, after discharge overside from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, the insurance whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.

This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 3 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transhipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

Termination of Adventure Clause.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either

(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur,

or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause 1 above.

Craft &c. Clause

3. Including transit by craft raft or lighter to or from the vessel. Each craft raft or lighter to be deemed a separate insurance. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

Change of Voyage Clause

4. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

All Risks Clause

5. This insurance is against all risks of loss of or damage to the subject-matter insured but shall in no case be deemed to extend to cover loss damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured. Claims recoverable hereunder shall be payable irrespective of percentage.

Constructive Total Loss Clause

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival

G.A. Clause

7. General Average and Salvage Charges payable according to Foreign Statement or to York Antwerp Rules if in accordance with the contract of affreightment.

Seaworthiness Admitted Clause

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.

In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

Bailee Clause

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Not to Inure Clause

10. This insurance shall not inure to the benefit of the carrier or other bailee.

Both to Blame Collision Clause

11. This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder

In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim.

F.C. & S. Clause

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision or contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Should Clause No. 12 be deleted, the relevant current Institute War Clauses shall be deemed to form part of this insurance.

DELETED

F.S.R. & C.C. Clause.

13. Warranted free of loss or damage

(a) caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;

(b) resulting from strikes, lock-outs, labour disturbances, riots or civil commotions.

Should Clause No. 13 be deleted, the relevant current Institute Strikes Riots and Civil Commotions Clauses shall be deemed to form part of this insurance.

Reasonable Despatch Clause.

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

NOTE.—It is necessary for the Assured when they become aware of an event which is "held covered" under this Insurance to give prompt notice to Underwriters and the right to such cover is dependent upon compliance with this obligation.

REPLACEMENT CLAUSE

In the event of loss of or damage to any part or parts of an insured machine or article caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss if any sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete machine or article.

IMPORTANT.

LIABILITY OF CARRIERS, BAILEES OR OTHER THIRD PARTIES.

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required

1. To claim immediately on the Carriers and on the Port Authorities for any missing packages
2. To apply immediately for survey in the docks by carriers' representative if any loss or damage be apparent and claim on the Carriers for any actual loss or damage found at such survey
3. In no circumstances, except under written protest, to give clean receipts where goods are in a doubtful condition
4. To give notice in writing to the carriers' representatives within three days of delivery if the loss or damage was not apparent at the time of taking delivery

Note.—The Consignees or their Agents are recommended to make themselves familiar with the Regulations of the Port Authorities at the port of discharge.

Any claim under this insurance should be submitted without delay accompanied by all correspondence with Carriers and other parties regarding liability.

SURVEY

In the event of damage which may involve a claim under this insurance, immediate notice of the extent of such damage should be given to and a Survey Report obtained from the Agents named herein.

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