



Marine Insurance Act 1906

1906 CHAPTER 41 6 Edw 7

WARRANTIES, &C.

33 Nature of warranty.

- (1) A warranty, in the following sections relating to warranties, means a promissory warranty, that is to say, a warranty by which the assured undertakes that some particular thing shall or shall not be done, or that some condition shall be fulfilled, or whereby he affirms or negatives the existence of a particular state of facts.
- (2) A warranty may be express or implied.
- (3) A warranty, as above defined, is a condition which must be exactly complied with, whether it be material to the risk or not. ^{F1}...

Textual Amendments

- F1** Words in s. 33(3) omitted (12.8.2016) by virtue of [Insurance Act 2015 \(c. 4\)](#), ss. [10\(7\)\(a\)](#), [23\(2\)](#) (with s. [22\(2\)](#))

^{F2}34 When breach of warranty excused.

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Textual Amendments

- F2** [S. 34](#) omitted (12.8.2016) by virtue of [Insurance Act 2015 \(c. 4\)](#), ss. [10\(7\)\(b\)](#), [23\(2\)](#) (with s. [22\(2\)](#))

35 Express warranties.

- (1) An express warranty may be in any form of words from which the intention to warrant is to be inferred.

Changes to legislation: There are currently no known outstanding effects for the Marine Insurance Act 1906, Warranties, &c.. (See end of Document for details)

- (2) An express warranty must be included in, or written upon, the policy, or must be contained in some document incorporated by reference into the policy.
- (3) An express warranty does not exclude an implied warranty, unless it be inconsistent therewith.

36 Warranty of neutrality.

- (1) Where insurable property, whether ship or goods, is expressly warranted neutral, there is an implied condition that the property shall have a neutral character at the commencement of the risk, and that, so far as the assured can control the matter, its neutral character shall be preserved during the risk.
- (2) Where a ship is expressly warranted “neutral” there is also an implied condition that, so far as the assured can control the matter, she shall be properly documented, that is to say, that she shall carry the necessary papers to establish her neutrality, and that she shall not falsify or suppress her papers, or use simulated papers. If any loss occurs through breach of this condition, the insurer may avoid the contract.

37 No implied warranty of nationality.

There is no implied warranty as to the nationality of a ship, or that her nationality shall not be changed during the risk.

38 Warranty of good safety.

Where the subject-matter insured is warranted “well” or “in good safety” on a particular day, it is sufficient if it be safe at any time during that day.

39 Warranty of seaworthiness of ship.

- (1) In a voyage policy there is an implied warranty that at the commencement of the voyage the ship shall be seaworthy for the purpose of the particular adventure insured.
- (2) Where the policy attaches while the ship is in port, there is also an implied warranty that she shall, at the commencement of the risk, be reasonably fit to encounter the ordinary perils of the port.
- (3) Where the policy relates to a voyage which is performed in different stages, during which the ship requires different kinds of or further preparation or equipment, there is an implied warranty that at the commencement of each stage the ship is seaworthy in respect of such preparation or equipment for the purposes of that stage.
- (4) A ship is deemed to be seaworthy when she is reasonably fit in all respects to encounter the ordinary perils of the seas of the adventure insured.
- (5) In a time policy there is no implied warranty that the ship shall be seaworthy at any stage of the adventure, but where, with the privity of the assured, the ship is sent to sea in an unseaworthy state, the insurer is not liable for any loss attributable to unseaworthiness.

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40 No implied warranty that goods are seaworthy.

- (1) In a policy on goods or other moveables there is no implied warranty that the goods or moveables are seaworthy.
- (2) In a voyage policy on goods or other moveables there is an implied warranty that at the commencement of the voyage the ship is not only seaworthy as a ship, but also that she is reasonably fit to carry the goods or other moveables to the destination contemplated by the policy.

41 Warranty of legality.

There is an implied warranty that the adventure insured is a lawful one, and that, so far as the assured can control the matter, the adventure shall be carried out in a lawful manner.

Changes to legislation:

There are currently no known outstanding effects for the Marine Insurance Act 1906, Warranties, &c..