



Marine Insurance Act 1906

1906 CHAPTER 41 6 Edw 7

THE VOYAGE

42 Implied condition as to commencement of risk.

- (1) Where the subject-matter is insured by a voyage policy “at and from” or “from” a particular place, it is not necessary that the ship should be at that place when the contract is concluded, but there is an implied condition that the adventure shall be commenced within a reasonable time, and that if the adventure be not so commenced the insurer may avoid the contract.
- (2) The implied condition may be negatived by showing that the delay was caused by circumstances known to the insurer before the contract was concluded, or by showing that he waived the condition.

43 Alteration of port of departure.

Where the place of departure is specified by the policy, and the ship instead of sailing from that place sails from any other place, the risk does not attach.

44 Sailing for different destination.

Where the destination is specified in the policy, and the ship, instead of sailing for that destination, sails for any other destination, the risk does not attach.

45 Change of voyage.

- (1) Where, after the commencement of the risk, the destination of the ship is voluntarily changed from the destination contemplated by the policy, there is said to be a change of voyage.
- (2) Unless the policy otherwise provides, where there is a change of voyage, the insurer is discharged from liability as from the time of change, that is to say, as from the time when the determination to change it is manifested; and it is immaterial that the ship

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may not in fact have left the course of voyage contemplated by the policy when the loss occurs.

46 Deviation.

- (1) Where a ship, without lawful excuse, deviates from the voyage contemplated by the policy, the insurer is discharged from liability as from the time of deviation, and it is immaterial that the ship may have regained her route before any loss occurs.
- (2) There is a deviation from the voyage contemplated by the policy—
 - (a) Where the course of the voyage is specifically designated by the policy, and that course is departed from; or
 - (b) Where the course of the voyage is not specifically designated by the policy, but the usual and customary course is departed from.
- (3) The intention to deviate is immaterial; there must be a deviation in fact to discharge the insurer from his liability under the contract.

47 Several ports of discharge.

- (1) Where several ports of discharge are specified by the policy, the ship may proceed to all or any of them, but, in the absence of any usage or sufficient cause to the contrary, she must proceed to them, or such of them as she goes to, in the order designated by the policy. If she does not there is a deviation.
- (2) Where the policy is to “ports of discharge,” within a given area, which are not named, the ship must, in the absence of any usage or sufficient cause to the contrary, proceed to them, or such of them as she goes to, in their geographical order. If she does not there is a deviation.

48 Delay in voyage.

In the case of a voyage policy, the adventure insured must be prosecuted throughout its course with reasonable dispatch, and, if without lawful excuse it is not so prosecuted, the insurer is discharged from liability as from the time when the delay became unreasonable.

49 Excuses for deviation or delay.

- (1) Deviation or delay in prosecuting the voyage contemplated by the policy is excused—
 - (a) Where authorised by any special term in the policy; or
 - (b) Where caused by circumstances beyond the control of the master and his employer; or
 - (c) Where reasonably necessary in order to comply with an express or implied warranty; or
 - (d) Where reasonably necessary for the safety of the ship or subject-matter insured; or
 - (e) For the purpose of saving human life, or aiding a ship in distress where human life may be in danger; or
 - (f) Where reasonably necessary for the purpose of obtaining medical or surgical aid for any person on board the ship; or

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- (g) Where caused by the barratrous conduct of the master or crew, if barratry be one of the perils insured against.
- (2) When the cause excusing the deviation or delay ceases to operate, the ship must resume her course, and prosecute her voyage, with reasonable dispatch.

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