

Officers, the Insurers will not bear the Loss Money Paid.
If the Policy does not regulate the Time of the Risk, it lasts as to the Ship from the Day she set Sail, till she arrive at her intended Port; and as to the Goods, it lasts from the Moment they are ^{loaded} on board the Ship or Lighter, to be carried thither till they be unloaded and ashore Ordin. Lewis 14. 1685.

If Goods subject to Leakage are not expressed in the Policy, the Insurers are not answerable for Damages befalling them by Tempest, unless the Insurance be made upon Returns from foreign Countries Ordin. Lewis 14. 1685.

If the Insurance of Goods be made separately upon several Ships expressed, and the whole Loading be put in one, the Insurer runs the Risk only of the Sum insured upon the Ship in which the Goods are loaded tho' all the Ships together should perish. And he must restore the Praemium of the Overplus retaining only a Half per Cent. Ordin. Lewis 14. 1685.

In Case the Insurers can prove, that a Ship insured was in any Manner lost designedly, they will not be liable for the Value.

Insurers are discharged from the Risk of Losses and Damages happening thro' changing the Course Voyage or Ship ordered by the insured without Consent of the Insurers, nor are they obliged to restore the Praemium if their bearing the Risk be ~~begin~~ begun. They are also free from all Losses and Damages happening thro' the Fault of the Master and Mariners unless they stand engaged by the Policy for the Malversation of the Master, or occasioned by the Fault of the insured. Thus if a Merchant having insured Goods for any Voyage in a certain Ship, which during the Voyage becomes leaky, do freight another Ship to perform the remaining Part of the Voyage, which Ship then miscarries, the Insurers are absolutely discharged from all Risk, unless there be an express Clause in the Policy to the contrary. Or if a Merchant having insured Goods in a Ship from London to Leghorn upon Advice that they would sell better at another Port, contract for the Freight of that other Port in the same Ship, and by the Way all happens to be lost, the Insurers are free.

The Wares Diminutions and Losses happening by the proper Naughtiness of the Goods, fall not upon the Insurers. Nor are they concerned in the Pilotage, Loadage, Duties of Passports, Declerations, Anchorage or others imposed upon Ships or Goods Ordin. Lewis 14. 1685.

If the insured without Consent of the Insurers send the Ship to a place further instant (tho' in the same Course) than that mentioned in the Policy, the Insurers are discharged from the Risk, without losing the Praemium. But the Insurance hath its full Effect, if the Voyage be only shorined.

If some part only of the Effects insured are lost, as in the Case of Ejections in a Storm, or the like Accidents, the Insurers make an Avarage of it, and each Man pays so much per Cent. in Proportion to the Sum for which he subscribed

8.

How Notice of Accidents to the Things insured is to be given to the Insurer.

When the Insured hath received certain Notice of the Loss of Ship or Goods insured, or the Stopping thereof and Paying Imbargo therein by any Prince, or other Accidents in which the Insurers are concerned; he is obliged a while it forthwith to be signified to them, or to the Person that has signed the Policy for them, with Protestation to make his Cession or a Renunciation and Transfer of the Right to the Ship or Loading insured to the Insurers in some one Place. Or he may at the same Time, in stead of a Protestation make his Cession, and summon the Insurers to pay the sums insured within the Time specified in the Policy.

9.

In what Cases Time and Manner Cession of the Things insured is to be made to the Insurers.

The insured is obliged in making his Cession to declare all the Insurances he has caused to be made, and the Money taken on Bottomry upon the Subject insured, and is bound by losing the Benefit of Insurance, Ordin. Lewis 14. 1685.

The justificative Acts or Deeds of the Loading and Loss of the Effects insured, viz. the Bills of Lading and other Certificates are to be signified to the Insurers immediately after the Cession, before they be ~~acted~~ sued for, payment, that they may in the mean Time use their utmost Endeavours to get any Arrest upon the Ship or Goods insured taken off; or in Case of Shipwreck, that they may recover what may be recovered of the Shipwreck'd Effects. And after the Cession is signified the Effects insured belong to the Insurers, who must not upon the Pretence that the Vessel may return, delay to pay the Sums insured. Ordin. Lewis 14. 1685.

A Cession ought not to be made, except in the Case of the Ship being taken, wrecked, run a ground, stop'd by a Prince, or the entire Loss of the Goods. For all other Damages are only reputed Avarage, and regulated between the Insurers and the insured in Proportion to their Concerns Ordin. Lewis 14. 1685.

No Person can make a Cession of one Port retaining the other, nor any Demand for Avarage, except it exceed one per Cent.

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