

Deck Cargo Clause on Bills of Lading: The Elin (2019)

Members are reminded that in order to ensure that liabilities for the carriage of cargo on deck fall within Club cover, the contract of carriage must contain an appropriate liberty or be endorsed with a suitable clause.

However, a clause such as “stowed on deck at shipper’s risk” is inadequate and will not provide complete protection to a carrier for loss or damage to the deck cargo due to the carrier’s (or his agents’ and servants’) negligence or the ship’s unseaworthiness.

It was recently decided in the “Elin” (2019) that a bill of Lading clause stating “70 pckgs... loaded on deck at shipper’s and/or consignee’s and/or receiver’s risk; the carrier and/or Owners and/or Vessel being not responsible for loss or damage howsoever arising” was sufficient to exclude liability for loss or damage caused by negligence or unseaworthiness (the important words being “howsoever arising”). It is also important to clearly state the quantity of cargo on deck for the clause to be effective.

Should Members be contractually obliged not to accept such clausings they may wish to make use of the Club’s Deck Cargo Cover product to obtain additional cover, details of which can be found below.