

## MARINE INSURANCE WITH SPECIAL REFERENCE TO ‘PERILS OF THE SEA AND PERILS ON THE SEA’ AND THE LIABILITY OF INSURER

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### *Abstract*

*Marine Insurance plays a significant role in National and International Trade and Commerce. It is instrumental for the growth of the economy of the industry in particular and Nation in general. In the context of marine insurance, distinguishing between “perils on the sea” and “perils of the sea” is crucial. “Perils of the sea” are protected by insurance contracts, and the insurer is responsible for losses caused by these specific perils. However, “perils on the sea” are not covered by insurance, and losses stemming from them cannot be claimed. In essence, the insurer is liable for losses directly caused by insured perils but is not responsible for losses unrelated to those specific perils by application of doctrine of Causa Proxima.*

*The Authors attempt to throw some light on the historical perspective of Marine Insurance and various legislations governing Marine Insurance in India. The authors explore the concept of Perils of the Sea and Perils on the Sea. This paper attempts to outline parameters by identifying the perils that have been established, as adjudicated by courts, as perils of the sea. Further, the authors make the instances where the insurers are made liable for the insured perils and measure of compensation.*

**Keywords:** Marine Perils, Peril of Sea, Peril on Sea, Liability, Insurance, Damages.

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## 1. INTRODUCTION

Marine Insurance is one of the oldest insurances and plays a significant role in National and International Trade and Commerce. It is instrumental for the growth of the economy of the industry and Nation in general. The sea presents numerous dangers, ranging from natural calamities like hurricanes and tropical typhoons to icebergs and thunderstorms. These are the natural events or occurrences that pose a threat of property damage, loss of life, and environmental harm to a coastal area.

Throughout ancient history, coastal regions have held a strong allure for human habitation due to their abundant marine life, fertile soil for agriculture, and opportunities for commerce and transportation. These marine resources are highly needed to be preserved from marine perils as they play a vital role in making a nation economically stronger. As we all know there is the concept of marine insurance which is also said to be a shelter for transporters and shippers. Before dealing with marine insurance contracts let us understand the aspect of Insurance Contract. Insurance Contract is that by redistributing risk among many people, reduces losses from accidents incurred by an individual. In exchange for a predetermined payment known as a premium, the insurer commits to providing the insured person or their designated beneficiary with a specified sum of money if the insured experiences a loss due to a covered event outlined in the insurance policy.

Similarly, “the world of marine insurance stands as a multifaceted and dynamic domain, where the delicate equilibrium between risk and coverage wields substantial influence over maritime trade”.<sup>1</sup> “The purpose of marine insurance is also to provide coverage for the property against such losses that occur at sea, known as maritime perils, which are consequential or incidental to sea navigation”.<sup>2</sup> Whether it’s a ship engaged in earning or acquiring freight, commission, or other monetary benefits, or a vessel and its cargo offered as security for a loan, they all face risks from maritime perils during sea voyages, making them **“insurable property”** under marine insurance. Marine insurance has long been a critical aspect of global trade and commerce,

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<sup>1</sup> International Cargo Insurance 9781843119470 - DOKUMEN. PUB, *available at*: <https://dokumen.pub/international-cargo-insurance-9781843119470.html> (last visited on: Jan 11, 2024).

<sup>2</sup> Addya Mishra and Archika Agarwal, “Marine insurance and its legal aspects in India: Perils of the Sea”, International Journal of Law and Legal Jurisprudence Studies, Volume 1 Issue 8 *available at*: [https://www.ijlls.in/wp-content/uploads/2014/12/Short\\_Article\\_Marine\\_insurance\\_and\\_its\\_legal\\_aspects\\_in\\_Indi-11.pdf](https://www.ijlls.in/wp-content/uploads/2014/12/Short_Article_Marine_insurance_and_its_legal_aspects_in_Indi-11.pdf) (last visited on: Jan 11, 2024)

facilitating the exchange of goods across vast oceans and protecting against various risks encountered on the sea. However, the unpredictable nature of the sea brings forth a myriad of risks and challenges that can result in damage to ships, terminals, and other means of transportation or storage needed for the movement of goods from the starting point to the destination. Maritime insurance assumes a crucial role in minimizing these hazards, providing essential financial safeguards against a spectrum of dangers that ships might confront on their voyages. Though inland marine insurance is not exempted, the phrase is more frequently applied to ocean or sea marine insurance. Because it saves from the possibility of economic losses due to ship/cargo damage. This research paper delves into the distinct concepts of “*Perils on the Sea*” and “*Perils of the Sea*” within the context of marine insurance. The study aims to dissect the obligations of insurers in cases of maritime perils and analyze the legal implications of these terms on the liability of insurers, the insured’s obligations, and the broader implications of these concepts on maritime insurance have been discussed.

## 2. MEANING & DEFINITION

The Maritime Insurance Act of 1963’s provisions contain the fundamentals governing maritime insurance.

“A contract of marine insurance is an agreement whereby the insurer undertakes to indemnify the assured, in the manner and to the extent thereby agreed, against marine losses, that is to say, the losses incidental to marine adventure”.<sup>3</sup>

“Every marine adventure involves damages or adverse risk, and as LORD HERSCHELL noted in *Thames and Mersey Insurance Company v. Hamilton, Fraser, and Company*. This risk includes damage of a kind that marine adventure is subject to. As was previously mentioned, the goal of marine insurance contracts is to give protection from both types of damage whether it’s marine losses or marine adventure”.<sup>4</sup>

As per the English Marine Insurance states ‘Maritime perils’ as “the perils consequent on, or incidental to, the navigation of the sea, that is to say, the perils of seas, fire, war perils, pirates, rovers, thieves, captures, seizures, Restraints, and detainments of princes and peoples, jettisons, barratry, and any other perils, either of the like-kind or which may be designated by the policy”<sup>5</sup>.

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<sup>3</sup> Marine Insurance Act 1963, Sec. 3

<sup>4</sup> [1887] UKHL J0714-2

<sup>5</sup> Marine Insurance Act (1906) of UK, Sec. 3

A sort of insurance known as “marine insurance” covers products that are moved via water, including cargo, ships, terminals, and other modes of transportation. Even in prehistoric societies like Babylon, it continues to exist for a very long time. In some cases, when people traded goods, they would also purchase insurance when their products were stolen or lost in transit. The term “marine insurance” refers to this form of coverage. A contract for marine insurance exists between the owner of the ship and the insurance provider. The insurance provider agrees to cover any losses or damages incurred during the voyage. Marine insurance is crucial since it safeguards people’s investments and makes sure they are not left with nothing if something goes wrong during transportation.

It’s vital to remember that marine insurance doesn’t attempt to remove or significantly lower the risks associated with the cargo or property being transported. As opposed to that, its main objective is to safeguard the insured’s financial interests in the assets insured by the insurance contract.

“In *Lloyd v. Fleming*, Blackburn J. defined a policy of marine insurance as a contract of indemnity against all losses occurring to the subject matter of the policy from certain perils during the adventure”<sup>6</sup> The policy refers to the indemnity agreement between the insured and the insurer. It also provides coverage for the exposed goods kept onshore or offshore marine liability or casualty, hull, and cargo. Additionally, Cargo insurance is one of kinds of marine insurance that protects against the risk of shipment loss due to thunderstorms.

**Nature:** Foreign trade is a topic of marine insurance. Ships are used in international trade to convey commodities from one nation to another. During the transshipments, there are numerous risks. Importers of goods will want to make sure that their cargo arrives safely. The ship’s safety is what the shipping firm desires. In other words, maritime insurance guarantees the coverage of all possible transit-related hazards. Within a contract the insurer promises to compensate the insured asset against marine losses in a form and to the extent for which they agreed upon is said to be marine insurance.

It is important to emphasize that marine insurance does not have the objective of eliminating or mitigating the risks faced by cargo or property during transportation. “Instead, its primary

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<sup>6</sup> (1872) LR 7 QB 299, 302.

purpose is to protect the financial interests of the insured in covered property”<sup>7</sup>.

**Scope:** “Marine insurance coverage is essential because it protects you from a variety of losses or damages that may result from various perils, including theft, piracy, and other man-made disasters. Natural disasters like earthquakes, cyclones, lightning, etc.”<sup>8</sup>. The policy also applies to ships that are stranded or in danger of being sunk. Also, by acquiring marine insurance coverage, cargo owners can shield themselves from liability for the destruction or loss of precious commodities transported by ship. A proper marine insurance program ensures that crew members are protected, and that liability is kept to a minimum if the cargo is missed or damaged while on the voyage. Typically, consumers believe that marine insurance solely covers maritime travel. However, in practice, maritime insurance coverage covers transit by air, water, registered post, courier, etc.

### 3. HISTORICAL PERSPECTIVE OF MARITIME INSURANCE

As above mentioned, Marine insurance is such kind of insurance that helps protect ships, cargo, and other things against a wide range of risks, also includes damage to the vessel, loss of cargo, liability claims, theft of a ship, loss of freight due on the cargo, natural disaster, Collision, etc. It has been around for a very long time, or we can say the oldest form of insurance starting with the ancient Phoenicians who shared risks by pooling resources.

Marine insurance was one of the most advanced types of insurance, deriving from Greek and Roman marine loans. “In the fourteenth century, independent maritime insurance contracts originated in Genoa and other Italian ports and then extended to northern Europe. The law merchant was where marine insurance law first appeared in English law, with the birth in England by 1601 of specialist chambers of reinsurance besides the other Courts”<sup>9</sup>.

Earlier there was no record of any insurance company before the end of the 16<sup>th</sup> century, then in the 17<sup>th</sup> century, the first marine insurance company was established in London, and more companies followed. The huge growth of the London Insurance market resulted in policy uniformity, and this precedent in law was also significant for the formation of maritime insurance legislation. It has developed as trade has expanded. In the 18<sup>th</sup> century, Lord

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<sup>7</sup> Insurable Interests and Interests Insured in Property Insurance, (2023), *available at*: <https://www.irmi.com/articles/expert-commentary/insurable-interests-and-interests-insured-in-property-insurance> (last visited on: Jan 11, 2024).

<sup>8</sup> What is Marine Insurance? Types & Policies in 2023, *available at*: <https://www.maritimemanual.com/marine-insurance-and-types/> (last visited on: Jan 11, 2024).

<sup>9</sup> A Brief History of Marine Insurance, RISK & INSURANCE (2018), *available at*: <https://riskandinsurance.com/brief-history-marine-insurance/> (last visited on: Jan 11, 2024).

Mansfield, Lord Chief Justice, developed the integration of the law merchant and common law concepts. In the 19<sup>th</sup> century, Lloyd's and the Institute of London Underwriters, a consortium of London-based insurance companies, formulated uniform terms for the application of marine insurance. These standardized provisions have been upheld ever since.

In the 20th century, marine insurance had to adapt to new technologies like steamships and motorized vessels. Today, marine insurance is still very important for the shipping industry, protecting against many different risks and ensuring the smooth operation of global trade. As trade routes expanded and ships carried more valuable cargo, it increased the requirement for insurance coverage. In the Middle Ages, Italian merchants created formal marine insurance contracts.

Marine insurance in India traces its roots back to ancient times when maritime trade was a significant part of the Indian economy. It plays a vital role in supporting international trade and commerce. The Marine Insurance Act of 1963, which draws its foundation from the English Marine Insurance Act of 1906, established a comprehensive legal structure for regulating marine insurance in India. This legislation standardized key principles related to marine insurance contracts, ensuring transparency and fairness in transactions. The Act contributed to the establishment of consistent practices and regulations across the industry. Modern technologies, improved risk assessment techniques, and expanded global trade have further shaped the evolution of marine insurance practices in India.

Marine insurance has been a crucial tool for traders and businesspeople throughout the history of maritime trade. It protects their priceless goods and ships from the unpredictable behavior of the sea. The risks involved in maritime travel haven't changed despite technical developments in the modern era as the value of ships and cargo has increased.

### **Essential of the Marine Insurance**

- Features of General Contract.
- Proximate cause.
- Utmost Good Faith.
- Nomination of the policy.
- The doctrine of Indemnity and subrogation.
- Warranties,
- A Return of premium.

- Insurable Interest”<sup>10</sup>.

Maritime transport is the backbone of worldwide trade in the age of globalization, which involves threats related to the ‘Perils of the sea’ and ‘Perils on the sea’. It is a transportation insurance. As we already know maritime insurance is a practice that aids in reducing the possibility of financial loss of assets like shipping cargo and other commodities in maritime voyages and its primary function of marine insurance is to allow ship-owners, buyers, and sellers of goods to conduct their business.

“The term ‘perils of the seas’ refer only to fortuitous accidents or casualties of the seas. It does not include the ordinary action of the winds and waves”<sup>11</sup>. It can be generally characterized as incidents occurring during a voyage due to unexpected natural events, often facilitated by human intervention. It only refers to unavoidable incidents or deaths that are not the result of human choice or activity, not even an act of God; For example, they do not offer protection from the inevitable and natural activity of the wind and waves, which might be explained as wear and tear. In other words, only unfortunate events or accidents on the high seas are regarded as maritime hazards whereas the typical behaviour of the wind and waves are excluded.

“In this influential case, the court emphasized that damage resulting from the ordinary action of the sea, even in the presence of a storm, does not fall within the category of “Perils of the Sea.” The judgment highlighted the need for an unforeseen and extraordinary event beyond the realm of ordinary navigation hazards to qualify as such a peril”<sup>12</sup>.

Initially, it’s important to clarify that the term “peril of the sea” specifically pertains to unforeseen mishaps or adverse events directly caused by the sea itself, excluding the regular effects of wind and waves. The crucial aspect to highlight is that this peril must inherently convey an accidental or unexpected nature. As Lord Herschell observed in the *Xanthos*: “It is well settled that it is not every loss or damage of which the sea is the immediate cause that is covered by these words. They do not protect, for example, against that natural and inevitable action of the winds and waves which results in what may be described as wear and tear. There must be some casualty, something which could not be foreseen as one of the necessary incidents

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<sup>10</sup> Essential features of Marine Insurance, QS STUDY, *available at*: <https://qsstudy.com/essential-features-of-marine-insurance/> (last visited on: Jan 11, 2024).

<sup>11</sup> FIRST SCHEDULE, *Lloyd’s S.G. policy*, Marine Insurance Act (1906)

<sup>12</sup> *Levick v. Janson* (1873)

of the adventure. The purpose of the policy is to secure an indemnity against accidents which may happen but not against events which just happen".<sup>13</sup>

Whereas "Perils on the Sea" this phrase is more general and may not have a specific definition within insurance policies. It refers to a broader range of risks that can arise from being in or on the sea. These risks could include natural disasters like hurricanes, tsunamis, or earthquakes, as well as other unforeseen events, such as piracy or terrorist attacks. Whether or not these perils are covered by an insurance policy will depend on the specific terms and conditions outlined in the policy. Some policies may provide coverage for perils on the Sea.

So, we can say "Perils on the Sea" is mainly concerned with risks in the water whereas "Perils of the Sea" covers both perils on and in the sea. Understanding the distinction between these terms is crucial for establishing the insurer's responsibility in the case of a maritime incident.

The Indian Marine Insurance talks about Maritime Perils.

"Maritime Peril as perils consequent on, or incidental to, the navigation of the sea, that is to say, perils of the sea, fire, war perils, pirates, rover, thieves, captures, seizures, restraints and detainment of princes and people's jettisons, barratry and any other perils which are either of the like kind of May be designed by the policy"<sup>14</sup>

"All maritime risks are perils of the sea but not all maritime perils are perils of the sea"<sup>15</sup>. The word 'maritime hazards' or 'maritime peril' is wider in its scope which comprises hazards from the sea, fire, war, perils, thieves, restraints, rovers, pirates, seizures, captures, jettison, barratry, and any other risks of a similar sort or those that may be stated by the policy.

### **Perils Clause:**

Until 1978, the primary insurance phrasing found within contemporary ocean marine policies remained largely unchanged from the initial phrasing established in 1779 by Lloyd's of London.

The clause can be articulated as mentioned below:

*"Touching the adventures and perils which we the assurers are contented to bear and do take upon us in this voyage: they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and counterpart, surprisal, takings at sea, arrests, restraints, and detainments of all kings, princes, and people, of what*

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<sup>13</sup> [1887] 12 AC 509.

<sup>14</sup> Section (2e) of the Marine Insurance Act of 1963.

<sup>15</sup> K S N Murthy and K V S Sarma, Modern Law of Insurance in India, Page 11 of 31



*nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes, that have or shall come to the hurt, detriment, or damage of the said goods and merchandises, and ship, etc., or any part thereof*<sup>16</sup>.

“Although the clause seems like an all-risk agreement, courts have deemed it to only protect from the risks that are specifically listed. The expression protects against the risks “of” the sea when traveling. Perils on the sea, such as fire, are not covered unless specifically mentioned”<sup>17</sup>. Additionally, while the hazards clause covers damages caused by “enemies, pirates, rovers, and thieves,” it excludes losses caused by acts of war. (Governmental organizations in a few nations also provide war risk insurance policies).

Since marine insurance is a contractual agreement, it commits the insurer to protect the insured party from losses arising from maritime risks.

The dangers of the sea are as follows:

- a) Sinking of the ship.
- b) Dashing of the ships on the rocks.
- c) Damage to the ship and cargo due to the dashing of the waves.
- d) Destruction of the ship by the captain of the ship, piracy, and other risks.
- e) Explosion on the ship.
- f) Cargo Spoilage due to seawater.

**Various other perils** - such as fire, lightning, or earthquake-are also named in the peril’s clause. Eventually, the notion of an “all-risks” policy emerged. This type of policy stipulates that any form of physical loss is included unless expressly mentioned as an exception. Essential marine insurance plans typically exclude risks like war, capture, seizure, political labour disruptions, civil unrest, riots, and comparable dangers. However, these exclusions can be reversed through an endorsement or a distinct policy.

### **Insurance Liability:**

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<sup>16</sup> Lloyds of London, See, <https://www.britannica.com/topic/Lloyds>

<sup>17</sup> <https://universalium.en-academic.com/132955/insurance>

“Liability insurance primarily emerges due to the application of negligence laws. People who, as determined by legal standards, do not fulfill their duty to act reasonably or with proper caution, might be at risk of facing substantial liability demands”<sup>18</sup>. Liability insurance is a type of marine insurance policy that provides reimbursement for any liability stemming from losses or damages brought on by unfortunate occurrences like collisions, attacks, or crashes. It is recommended to secure insurance for all export consignments, even in cases where the terms of the sale do not explicitly include it. The responsibility of insuring goods on a consignment basis lies solely with the exporter.

Every Liability Insurance agreement includes provisions that mandate the insurance Company to carry out a legal defense and cover any settlement, encompassing fees for bonds, interest on judgment while under appeal, essential medical and surgical costs incurred at the accident’s, occurrence, and additional expenditure. This type of insurance is occasionally referred to as defense insurance due to this stipulation. The policyholder is required to cooperate with the insurance company in all legal proceedings, including attending court if requested and providing testimony as necessary. So basically, this chapter will clarify the responsibilities and rights of insurers and insured parties in scenarios involving these perils.

The English Marine Insurance stipulates, *inter alia*, that: “Unless the policy otherwise provides, the insurer is not liable for ordinary wear and tear, ordinary leakage and breakage, inherent vice or nature of the subject matter”<sup>19</sup>.

### **Notice to Insurer:**

“Under a Marine Insurance claim, the insured must notify the insurance company of any goods missed or destroyed as soon as possible. Also, the insured or his agent must notify the insurance company right away in the circumstances that the products are lost or destroyed”<sup>20</sup>.

### **Reasonable Care:**

A marine policy’s clause specifies that the insured and insurer must operate like the assets aren’t covered by the insurance agreement and execute all reasonable precautions to minimize any

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<sup>18</sup> Liability in Marine Insurance: Understanding Your Coverage, BIMAKAVACH (2023), *available at*: <https://www.bimakavach.com/blog/liability-in-marine-insurance-understanding-your-coverage/> (last visited on: Jan 11, 2024).

<sup>19</sup> The Marine Insurance Act (1906), Sec. 55-2C

<sup>20</sup> Procedure and Documentation for Filing Claim of Marine Insurance., *available at*: <https://howtoexportimport.com/Procedure-and-Documentation-for-Filing-Claim-of-Ma-490.aspx> (last visited on: Jan 11, 2024).

damages or harm. Therefore, reasonable care is one of the precautions to be considered for filing a claim for marine insurance against the harm or loss of export or import products in global trade.

**Survey and claim:**

The following steps for the procedures for submitting a maritime insurance claim for export and import. When receiving a package covered by a marine insurance policy, the insured or his representatives must request a ship surveyor's examination and submit a financial claim for loss or damage to cargo, and a licensed marine surveyor may be appointed.

**Outward Condition**

“When the packages’ external state becomes clear, the insured takes delivery without reconsidering. When they arrive at the warehouse and unpack the parcels, they discover damaged products. In such instances, the insured or agent should contact the insurance provider right away and request a complete survey from a ship surveyor. They should not make any delivery of goods and shouldn’t tamper with the packaging supplies or the packages’ contents. This is one of the crucial components of maritime insurance in the context of import and export commerce”<sup>21</sup>.

**Missing Packages:**

The insured must file a financial claim for missing packages with the shipping firm and acquire the necessary acknowledgment.

**Time Limit:**

Marine Insurance claims deadline is one calendar year from goods discharge, subject to insurer norms and regulations.

**Documents Required:**

To obtain the insurance company’s compensation award, the insured must provide the following documents:

1. Original Insurance Policy or Certificate.
2. Copies of Correspondence exchanged with the carriers or bailees.

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<sup>21</sup> *Id.*

3. Claim Bill.
4. Survey report / Missing certificate
5. Copy of Billing Lading.
6. Original Invoice, Packing List, and any weight or shipment conditions.

In this case, Failure to meet these above obligations can result in the insurer declining to provide compensation.

**The following are the steps for obtaining a marine insurance policy:**

- (a) Choosing an Insurance Company.
- (b) Choosing the Proper Type of Policy.
- (c) Application to the Insurance Company.

**Right of the insurer in payment:**

In situations where the insurer compensates for a complete loss - whether it pertains to the entirety of the insured entity or a portion of it that can be apportioned, such as goods - the insurer gains the right to assume the insured's interest in any remaining portion of the subject matter that has been compensated for. Consequently, the insurer is then granted all the rights and legal recourse that the insured originally possessed about that issue, beginning at the moment when the incident resulting in the loss took place.

**The doctrine of Proximate Cause:**

According to the marine insurance Act, "Subject to the provisions of the Act and unless the policy otherwise provides the insurer is liable for any loss proximately caused by a peril insured against, but subject to as aforesaid he is not liable for any loss which is not proximately caused by a peril insured against"<sup>22</sup>.

- The insurance company cannot be held responsible for any losses resulting from the deliberate wrongdoing of the insured party. However, unless the insurance policy

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<sup>22</sup> Proximate Cause in Insurance: Key to Coverage & Claims, (2023), available at: <https://www.iedunote.com/proximate-cause> (last visited on: Jan 11, 2024).

specifies otherwise, the insurer is responsible for covering losses directly caused by a covered peril.

- The insurance company will not bear responsibility for losses incurred due to delays unless stated otherwise in the policy terms.
- The insurance provider is not responsible for losses resulting from regular wear and tear, standard leakage and breakage, inherent characteristics of the insured subject matter, or losses caused by maritime perils. The principle of proximate cause, as articulated by Dover, signifies that the actual cause of a loss, proximate to the loss, regardless of the timing, is what matters. This doctrine should be applied sensibly to ensure that the intentions of the contract parties are upheld rather than defeated. Therefore, the proximate cause should be the direct and unmediated factor leading to the loss. The insurer assumes liability for losses directly attributable to the insured peril.

#### **4. CONCLUSION AND SUGGESTIONS:**

In conclusion, the distinction between **“perils on the sea”** and **“perils of the sea”** within the context of marine insurance represents a critical delineation that significantly influences the obligations and liabilities of insurers. Understanding these terms is paramount for both insurers and policyholders to navigate the intricate waters of maritime risk and coverage. The intricacies of these distinctions underscore the complexity of the marine insurance industry, where precise terminology can make a substantial difference in the outcome of a claim. As we’ve explored, the realm of naval insurance is a diverse and dynamic field and triggers questions of liability and coverage on the part of the insurer and, also about the insured. This research work also emphasizes the importance of clear and comprehensive insurance contracts in this specialized field. Further, it sheds light on the intricate web of responsibilities when maritime perils arise. In a world where maritime trade remains pivotal to global commerce, this comprehension of liability amidst the perils of the sea remains essential for ensuring the protection of assets and the smooth functioning of maritime activities.

- Embrace technology to streamline processes, improve efficiency, and reduce paperwork. Implementing digital platforms for underwriting, claims processing, and customer service can enhance the overall experience for clients.
- Offer flexible policies tailored to the specific needs of clients in the maritime industry. Customization can include coverage for different types of vessels, cargo, routes, and unique risks.

- Educate clients about the complexities of marine insurance, helping them understand their coverage and potential risks better. This transparency can lead to stronger relationships and trust.
- Improve the claims process by employing efficient technologies and providing quicker resolutions. Prompt and fair claims handling can significantly enhance customer satisfaction.