

CRUISE AND MARITIME SERVICES INTERNATIONAL LTD v NAVIGATORS UNDERWRITING AGENCY LTD (THE "MARCO POLO")

Marine insurance – Policy covering charterers' liability – Co-insurance – Cruise cancelled due to outbreak of norovirus – Liability for passengers – Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974 – Whether claimant tour company entitled to recover under policy.

[2017] 1 Lloyd's Rep. 575

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KYOKUYO CO LTD v AP MØLLER-MAERSK A/S, TRADING AS "MAERSK LINE"

Carriage of goods by sea – Package limitation – Containers containing individual frozen tuna loins and bags of frozen tuna parts – Cargo found damaged on receipt – Limitation of liability – Whether Hague or Hague-Visby Rules applied – Whether limitation to be applied to each separate package or unit or by reference to total number of packages or units – Whether relevant package or unit was the container or the individual tuna loins or bags – Whether there was a sufficient enumeration of units for limitation purposes – Hague and Hague-Visby Rules, article IV, rule 5.

[2017] 1 Lloyd's Rep. 580

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MENA ENERGY DMCC v HASCOL PETROLEUM LTD

Sale of goods (CFR) – Contract for sale of fuel oil – Cargo rejected by discharge port authorities – Whether parties concluded compromise agreement – Whether seller in breach of contract – Whether parties concluded contract for sale of gasoil – Whether buyer in breach for failing to open letters of credit.

[2017] 1 Lloyd's Rep. 607

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