

# MARITIME



□ We assist Canadian and international insurers, P&I clubs, managing general agents and broker clients, and self-insured entities, with a wide spectrum of marine insurance and related matters including aspects of casualty investigation, liability defence of insureds, coverage issues and disputes, subrogated recoveries and policy drafting and revision.

## OUR EXPERTISE

We regularly advise and act for insurance clients and government agencies in regards to a wide variety of marine risks and claims including hull and machinery cover, marine casualty (including collisions, grounding/sinking, fire/explosion, personal injuries, spills) investigation and related liabilities of ship owners, charterers and marine officers, oil pollution from ships and damage to the marine environment, cargo loss/damage, and the losses and liabilities of ports, terminals and marinas. The scope of our firm's practice in these areas encompasses most types of marine operations including bulk carrier, tanker, container ship, passenger/ferry, marine tourism, fishing, tug and tow, barge, pleasure craft, salvage/removal of wrecks, marine construction and dredging, ship repair, rental boat, and the operations of harbours, docks and terminal facilities.

Our Maritime Practice team is experienced at all levels of court in British Columbia, Ontario and in the Canadian Federal Court system including the Supreme Court of Canada. Our lawyers have also brought and defended actions for our insurance clients in the courts of Ontario, Alberta and Manitoba, and are experienced in administrative and regulatory proceedings including the Canadian Transportation Safety Board, as well as in commercial arbitration and mediation.

We have one of Canada's largest insurance practices and our lawyers have been recognized in peer-reviewed publications as leading Canadian practitioners in the areas of insurance and maritime law. We are committed to providing excellence in service to our clients and draw upon our extensive resources to deliver our marine insurance expertise, along with sound advice and value, to our clients.

## INDUSTRY INVOLVEMENT

Members of the Maritime Practice Group have participated at the executive level or spoken at several leading Canadian and international maritime conferences and seminars, and are actively involved in a number of industry and professional associations including:

## TEAM LEADER



JASON  
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## TEAM MEMBERS

- Ian Breneman
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- Loren Mallett

- Canadian Board of Marine Underwriters
- Marine Insurance Association of British Columbia
- Canadian Maritime Law Association
- Canadian Bar Association National Maritime Law Section
- Chamber of Shipping of British Columbia
- Vancouver Maritime Arbitrators Association
- Transportation Lawyers Association
- Canadian Transportation Lawyers Association.

**Recent Cases Include:**

- ***Oddy v. Waterway Houseboat Equities Inc.***, 2017 BCSC 1879, upheld on appeal 2019 BCCA 185. Successful defence at trial and at appeal of a personal injury action against an insured houseboat rental company alleging a faulty mooring system on a chartered houseboat.
- ***Snow Valley Marine Services Ltd. v. Seaspan Commodore (Tug)***, 2015 FC 304. Subrogated recovery of damages for total loss of commercial tug from sinking due to defendant's failure to properly secure a safety line. Proper measure of damages found to be the value of the tug to the plaintiff as a going concern at the time of the loss.
- ***Timberwest Forest Corp. v. Pacific Link Ocean Services Corporation***, 2009 FCA 119. Subrogated claim for loss of logs from deck of a barge. Hague-Visby Rules found not to apply in light of bill of lading terms. Waiver of subrogation clause in policy found to apply.
- ***Nelson Marketing International Inc. v. Royal & Sun Alliance Insurance Co. of Canada***, 2006 BCCA 327. Claim under "all risks" cargo insurance for damage to shipments of laminated wood flooring. Appeal court overturning trial judge and agreeing with underwriters that there was no evidence of a fortuity and that loss was attributable to the nature of the goods, an excluded peril.
- ***566935 B.C. Ltd. d.b.a. West Coast Resorts v. Allianz Insurance Co. of Canada (The P.W.D. No. 315)***, 2006 BCCA 469. Appeal Court upholding trial ruling in favour of underwriters' position that there was no "peril of the sea" cover under a hull policy for barge sinking from a failure of planking due to worm infestation. Loss was from wear and tear or vermin, and was excluded.
- ***Elkhorn Developments Ltd. v. Sovereign General Insurance Co.***, 2001 BCCA 243. Appeal Court agreed with underwriters that a hull policy clause prohibiting movement of the insured vessel without underwriters' prior approval was not a suspensive condition but a true promissory warranty, the breach of which discharged the insurers from any liability.

