Are We Back to the Pre–*Wilburn Boat* Era and the Almost Uniform Application of General Maritime Law in the Marine Insurance Business?

The Supreme Court Has Made It Clear That *Wilburn Boat* Should Be Limited to Inherently Local Disputes

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Because most significant risks of marine loss or liability are insured, insurance law underpins a substantial portion of marine litigation.[1] It is therefore critical for maritime practitioners to understand this area of law, particularly the effects of *Wilburn Boat Co. v. Fireman's Fund Ins. Co.*, 348 U.S. 310 (1955), and *Great Lakes Insurance SE v. Raiders Retreat Realty Co, LLC*, 601 U.S. 65 (2024).

For almost 150 years before *Wilburn Boat*, it was well established that marine-insurance disputes fell within admiralty jurisdiction and that courts applied general maritime law in such disputes as a result.[2] The United States Supreme Court and other American courts had frequently emphasized the desirability of uniformity in decisions involving the interpretation and enforcement of marine insurance contracts.[3] Classic examples of uniform rules existed with respect to the doctrine of *uberrimae fidei* (utmost good faith) and express warranties.

For instance, prior to *Wilburn Boat*, and still today, an applicant for marine insurance had a duty to voluntarily disclose all facts material to the underwriter's judgment to issue a policy even if not asked. The reason for this requirement is because "the underwriter often has no practicable means of checking on either the accuracy or the sufficiency of the facts" that the insured furnishes to the insurer before the insurer accepts the risk and sets the policy's conditions and premiums.[4] With the exception of the United States Court of Appeals for the Fifth Circuit,[5] this duty had been recognized as part of federal admiralty law since the Supreme Court's opinion in *McLanahan v. Universal Ins. Co*., 26 U.S. 170, 1998 AMC 285, 295-96 (1828), and later in *Sun Mutual Ins. Co., v. Ocean Insurance*, 107 U.S. 485 (1882).[6]

Another example of uniformity is the "strict breach of warranty," "literal performance," or "literal compliance" rule, which applied to all express warranties in a marine contract and provided for an automatic discharge as a consequence of a breach of warranty regardless of causation. Indeed, the Supreme Court had referenced a rule of strict compliance with marine warranties since the early 1800s.[7]

Insurance carriers often face claims for the loss of cargo due to deviation. Deviation from the contract of carriage between a shipper and carrier is defined as "any variation in the conduct of a ship in the carriage of goods whereby the risk incident to the shipment will be increased."[8] Deviation is also considered an entrenched rule, and a majority of courts have uniformly held that an unreasonable deviation abrogates the cargo contract, thereby depriving the carrier of the benefits of the $500-per-package limitation of liability contained in the Carriage of Goods by Sea Act (COGSA).[9]

Wilburn Boat disrupted uniformity in admiralty law and represented a departure from the approach that animated earlier cases involving marine insurance.[10]

The *Wilburn Boat* Decision

In *Wilburn Boat,* three merchants (Glenn, Frank, and Henry Wilburn) bought a small houseboat to use for commercial carriage of passengers on an artificial lake between Texas and Oklahoma.[11] Fireman Fund Insurance Company (Fireman) issued a policy insuring the houseboat against loss from fire and other perils. The policy contained two particular warranties – one providing that the boat could not be sold or otherwise transferred, and another providing that the boat could be used only for private pleasure purposes. The Wilburns then transferred the boat to their wholly owned corporation, the Wilburn Boat Company. While moored on the lake, the boat was destroyed by fire. In an action brought by the Wilburns and their company, Fireman denied liability because of breaches of the two warranties. The Wilburns, on the other hand, argued that

the statutory law of Texas should apply and claimed that under Texas law a breach of warranty was not a policy defense unless it contributed to the loss. The District Court entered judgment for Fireman, concluding that there was an established admiralty rule that required literal fulfillment of every policy warranty and that the Wilburns' breach barred recovery even though their breach did not cause the loss. The United States Court of Appeals for the Fifth Circuit affirmed.

The Supreme Court granted *certiorari* to determine whether there was a judicially established federal admiralty rule that governed these warranties and, if not, whether it should fashion one. It answered both questions in the negative. It first concluded that "[w]hatever the origin of the 'literal performance' rule may be, we think it plain that it has not been judicially established as part of the body of federal admiralty law in this country." It then expressed that "[t]he whole judicial and legislative history of insurance regulation in the United States warns us against the judicial creation of admiralty rules to govern marine policy terms and warranties." The Court concluded that the so-called literal performance rule had not been firmly established as federal admiralty law and emphasized that insurance regulation historically belonged to the states. It therefore declined to create a new admiralty rule and held that regulation of marine insurance remained with the states.

On remand in *Wilburn Boat*, the former Fifth Circuit read the Supreme Court's opinion to hold "that state law is to be applied in the field of maritime insurance only where 'entrenched federal precedent is lacking' with respect to a specific issue."[12] The same approach was followed by the United States Court of Appeals for the Eleventh Circuit, which interpreted *Wilburn Boat* as holding that "in the field of marine insurance state law should be applied where there is no established federal maritime rule governing the issue at hand."[13] The United States Courts of Appeals for the Sixth, Seventh, and Ninth Circuits, however, construed *Wilburn Boat* differently, and all expressed the view that after the courts decide there is no entrenched or judicially established maritime rule, the courts should then decide whether they should create one before applying state law.[14]

Under the *Wilburn Boat* standard, in determining which state's law governs, courts look to the "state in which the policy was formed" or "the state in which the policy was issued and delivered."[15] The courts also consider the state of residency of the insured.[16] Between those states, the "law of the state with the greatest interest" applies.[17]

Post–*Wilburn Boat* Circuit Court of Appeals Significant Decisions

After *Wilburn Boat*, several United States Courts of Appeals have provided answers as to what maritime insurance rules or laws of more general application are deemed entrenched. As discussed above, with the exception of the Fifth Circuit, all federal circuit courts that have addressed the issue have concluded that marine insurance contracts are governed by the principle of *uberrimae fidei*. In *Aguirre v. Citizens Casualty Co. of New York*, 441 F.2d 141 (5th Cir. 1971), the Fifth Circuit held that the breach of an *express warranty of seaworthiness* voids coverage even if unrelated to the loss because "[t]he seaworthiness standard is solidly entrenched in federal maritime jurisprudence." In *D.J. McDuffie, Inc. v. Old Reliable Ins. Co.*, 608 F.2d 145, 147 (5th Cir. 1979) – a case involving an *implied warranty of seaworthiness* – the Fifth Circuit applied federal admiralty law and held that a breach of the warranty voided a maritime hull insurance policy.[18]

In *Emp'rs Ins. v. Occidental Petroleum Corp.,* 978 F.2d 1422 (5th Cir. 1992) the Fifth Circuit further explained that "federal maritime law implies two warranties of seaworthiness in a time hull insurance policy. The first of these warranties – the implied warranty of seaworthiness at the inception of the policy – is absolute in nature. The second one, which applies only after the policy attaches, is a modified, negative warranty, under which the insured promises not to knowingly send a vessel to sea in an unseaworthy condition. Although the second implied warranty of seaworthiness requires knowledge on the part of the insured, the first does not. The insured breaches this first warranty if the vessel is in fact unseaworthy when the policy becomes effective."[19] A warranty of seaworthiness is also implied by general maritime law in voyage policies, and this warranty is absolute in nature – if the vessel is not in fact seaworthy at the inception of the policy, there can be no recovery under the policy.[20]

In *Lexington Ins. Co. v. Cooke's Seafood*, 835 F.2d 1364 (11th Cir. 1988) and *Hilton Oil Transport v. Jonas*, 75 F.3d 627 (11th Cir. 1996), the United States Court of Appeals for the Eleventh Circuit found that there was authority for the proposition that there exists an entrenched federal maritime rule governing *navigation limit warranties*, and in both opinions it held that breach of these warranties bars coverage as a matter of maritime law even when the breach is unrelated to the loss.[21] The Eleventh Circuit's expressions in *Lexington Ins. Co*. were broad, and there the Court said – without citing to or even acknowledging *Wilburn Boat* – that "admiralty

law requires the strict construction of express warranties in marine insurance contracts," and that "breach of the express warranty by the insured releases the insurance company from liability even if compliance with the warranty would not have avoided the loss."[22]

In *Galilea, LLC v. AGCS Marine Ins. Co*., 879 F.3d 1052 (9th Cir. 2018) the United States Court of Appeals for the Ninth Circuit held that the Federal Arbitration Act is an established federal maritime law rule concerning the enforcement of arbitration provisions in insurance policies.[23]

In *Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC*, 996 F.3d 1161 (11th Cir. 2021), the Eleventh Circuit, concerned that its prior decisions in *Lexington Ins. Co.* and *Hilton Oil Transport* could be construed as an attempt to eviscerate *Wilburn Boat,* declined to read those cases as purporting to overrule *Wilburn Boat* with respect to the treatment of *all* warranties in marine insurance policies, and made it clear that its decision in those cases was limited to navigation limit warranties. The Eleventh Circuit in *Traveler Prop. Cas. Co.,* thus held that there are no entrenched federal maritime rules as to *captain or crew warranties* and concluded that state law, in that case Florida, governed the breach of those warranties.

Criticisms of the *Wilburn Boat* Decision

A principal criticism of *Wilburn Boat* is its failure to address whether the need for uniformity required a federal rule governing the effect of breaching an express warranty in a marine insurance contract..[24] Justice Reed lamented that the decision "strikes deep into the principle of a uniform admiralty law," and worse, it did so without explanation."[25] In his concurring opinion in *Great Lakes Ins. SE,* Justice Thomas further expressed that *Wilburn Boat*'s rationale was "deeply flawed," and its conclusion that there was no established federal admiralty rule requiring literal compliance with express warranties was "indefensible."[26] And he was critical of the fact that the *Wilburn Boat* court never explained why the two Court of Appeals decisions that identified general maritime law as the source of the literal compliance rule were not enough to establish a federal admiralty law.[27] Likewise, Justice Kavanaugh, who delivered the Opinion of the Court, expressed that "[n]o bright line exists for determining when a federal maritime rule is 'established,' but a body of judicial decisions can suffice.[28]

The *Great Lakes Ins. SE* Decision

In *Great Lakes Ins. SE.,* Raiders Retreat Realty, a Pennsylvania company, purchased a policy from Great Lakes Insurance, an insurer organized in Germany and headquartered in the United Kingdom.[29] The insurance contract included a choice-of-law provision that selected New York law to govern future disputes between the parties.

Years later, Raiders' boat ran aground near Fort Lauderdale, Florida. Raiders then submitted a claim for coverage, which Great Lakes denied. Great Lakes contended that Raiders had breached the insurance contract by failing to maintain the boat's fire-suppression system and that such a breach voided the policy even though the fire-suppression system did not contribute to the accident.

Great Lakes filed a declaratory judgment action against Raiders in the United States District Court for the Eastern District of Pennsylvania. Great Lakes alleged that Raiders breached the insurance contract and that the breach allowed Great Lakes to deny coverage. Raiders responded with contract claims under Pennsylvania law, and Great Lakes countered that Pennsylvania law did not apply to the dispute; rather, New York law applied under the choice-of-law provision in the parties' insurance contract.

The District Court agreed with Great Lakes and, reasoning that federal maritime law regards choice-of-law provisions as presumptively valid, it enforced the choice-of-law provision and rejected Raiders' contract claims.

The United States Court of Appeals for the for the Third Circuit vacated that judgment, holding that choice-of-law provisions in maritime contracts are presumptively enforceable as a matter of federal maritime law, but nonetheless must yield to a strong public policy of the state in which suit was brought – Pennsylvania. The court remanded for the District Court to consider whether applying New York contract law would violate Pennsylvania's public policy and whether Pennsylvania law therefore should apply.

The Supreme Court granted *certiorari* to resolve a conflict between Courts of Appeals. The Court noted that "[u]nder the Constitution, federal courts possess authority to create and apply maritime law. Article III of the Constitution extends the federal judicial power to 'all Cases of admiralty and maritime Jurisdiction.' U. S. Const., Art. III, § 2, cl. 1. That grant of jurisdiction contemplates a system of maritime law 'coextensive with, and operating uniformly in, the whole country.'"[30]

The Court explained: To maintain uniformity, federal courts create and apply maritime rules subject to congressional direction. A body of judicial decisions

may suffice to establish a rule; absent such precedent, courts may fashion one or, if they decline, apply state law.[31]

The first issue the Court addressed was whether there is an established federal maritime rule regarding the enforceability of choice-of-law provisions, which the court answered in the affirmative. It observed that courts of appeals have consistently decided that choice-of-law provisions in maritime contracts are presumptively enforceable as a matter of federal maritime law and that, in two prior cases,[32] the Supreme Court had enforced choice-of-law provisions in maritime contracts, just as it had enforced analogous forum-selection provisions. It noted that " … like choice-of-law provisions, forum-selection clauses have 'the salutary effect of dispelling any confusion' on the manner for resolving future disputes, thereby slashing the 'time and expense of pretrial motions.'"[33]

It reasoned that enforcing choice-of-law provisions in maritime contracts "facilitates maritime commerce by reducing uncertainty and lowering costs for maritime actors," it "discourage[s] forum shopping, further cutting the costs of litigation," it "help[s] maritime shippers decide on the front end 'what precautions to take' on their boats, and enable[s] marine insurers to better assess risk." "Choice-of-law provisions therefore can lower the price and expand the availability of marine insurance. In those ways, choice-of-law provisions advance a fundamental purpose of federal maritime law: the 'protection of maritime commerce.'" [34]

The Court next addressed Raiders' argument that *Wilburn Boat Co.,* precluded a uniform federal presumption of enforceability for choice-of-law provisions in maritime contracts. The Court rejected the argument observing that *Wilburn Boat* did not control the analysis of choice-of-law provisions in maritime contracts, and that it limited guidance on the issue because that case only held "that state law applied as a gap-filler in the absence of a uniform federal maritime rule on a warranty issue."[35] It concluded that "*Wilburn Boat* does not preclude a uniform federal presumption of enforceability for choice-of-law provisions in maritime contracts."[36]

The Court, however, recognized that, as an exception, choice-of-law provisions should not be enforced "when [they] contravene a controlling federal statute, or conflict with an established federal maritime policy, … [or] when parties can furnish no reasonable basis for the chosen jurisdiction."[37] But because Raiders was not able to demonstrate that any of these exceptions was applicable to invalidate the choice-of-law provision in its contract with Great Lakes, the Supreme Court reversed the judgment of the Court of Appeals.

In his concurring opinion in *Great Lakes, Ins. SE*, Justice Thomas explained that the Supreme Court retreated from *Wilburn Boat* in subsequent decisions, implicitly cabining its reach to "localized" disputes.[38] He alluded to the Court's decision in *Kossick* v. *United Fruit Co.*, 365 U.S. 731 (1961), where the Court held that general maritime law, not a state statute of frauds, governed the validity of a shipowner's oral contract with a seaman. He explained that "[t]he Court attributed the decision in *Wilburn Boat* in part to the inherently local nature of its dispute about 'a contract of insurance on a houseboat established in the waters of a small artificial lake.'"[39] He further stated that fifty years later, the Supreme Court endorsed its narrow reading of *Wilburn Boat* in *Norfolk Southern R. Co. v. James N. Kirby, Pty Ltd.,* 543 U.S. 14 (2004), holding that general maritime law governed a maritime contract for the carriage of goods primarily by sea. The Supreme Court explained that "[w]hen a contract is a maritime one, and the dispute is not inherently local, federal law controls the contract interpretation."[40]

The Constitution at Art. III, §2, cl.1 extends the judicial power to "all Cases of admiralty and maritime Jurisdiction." It has long been understood this grant of jurisdiction to establish a uniform body of substantive law called the general maritime law.[41] Besides promoting consistency – and thereby some predictability – in maritime commerce,[42] the purpose of a uniform system also includes "promoting 'the great interests of navigation and commerce' and maintaining the United States' 'diplomatic relations.'"[43]

Justice Thomas observed that *Wilburn Boat* upset the principle of uniformity by inviting courts to apply state law in a broad range of marine-insurance disputes, and "[t]hat break from settled practice was unwarranted."[44] He celebrated the fact that the Court's opinion in *Great Lakes, Ins. SE* "further erodes *Wilburn Boat*'s foundation, and rightly so,"[45] and warned litigants and courts applying *Wilburn Boat* in the future not to ignore the Supreme Court's retreat from *Wilburn Boat* in its subsequent opinions.[46]

The Supreme Court has explained that whether a given contract is a "maritime" contract "'depends upon …. the nature and character of the contract,' and the true criterion is whether it has 'reference to maritime service or maritime transactions.'"[47] And it is well settled that federal law determines the interpretation of maritime contracts unless the contract dispute is "inherently local."[48]

A contract dispute is inherently local where it "so implicate[s] local interests as to beckon interpretation by state law."[49] "When a contract is a maritime one, and the dispute is not inherently local, federal law controls the contract interpretation." After determining (1) that a contract is a maritime contract, the court must ask (2) "is this case inherently local?" While it is possible that a "maritime contract's interpretation may so implicate local interests as to beckon interpretation by state law," federal substantive law will still govern the contract if the state interest conflicts with a federal interest. Moreover, state law may only apply in an admiralty case if "the application of state law would not disturb the uniformity of maritime law."[50]

Conclusion:

In light of the Supreme Court's decisions in *Kossick, Kirby,* and *Great Lakes, Ins. SE*, the governing principle is clear: except in inherently local disputes, courts interpreting marine insurance policies must first determine whether an entrenched maritime rule applies. No bright line exists for determining when a federal maritime rule is established, but a body of judicial decisions can suffice. If there is an entrenched rule, it should be applied. If there is no entrenched rule, a court applying maritime law should create the rule, and it is submitted that if there is a conflict between apparent entrenched rules, the court should pick the most entrenched. In creating or deciding which is the most entrenched rule, the court should consider factors such as the need to promote consistency and predictability in maritime commerce, the need to promote a uniform system of maritime law in navigation and commerce, and the need to maintain the United States' diplomatic relations. If, after considering those factors the court concludes that state interests prevail, the court can then decline to create a new rule and apply state law.

For marine underwriters and vessel owners or marine facilities seeking to insure marine risks, it is critical to know that choice-of-law provisions are enforceable under general maritime law save limited exceptions. This is important because, in cases involving breach of warranties, depending on the law the parties choose, coverage may be denied regardless of causation. For instance, under New York law, a breach of a warranty is a complete defense to the action irrespective of whether such breach contributed to the loss.[51] However, under Florida law, a breach of a warranty in a marine insurance policy does not void the policy unless such breach "increased the hazard by any means within the control of the insured."[52]

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1 Grant Gilmore & Black, The Law of Admiralty 53 (2d ed. 1975).

2 *Great Lakes Ins. SE*, 601 U.S. at 80 (Thomas, J., concurring opinion).

3 *Standard Oil Co. v. United States*, 340 U.S. 54, 59, 71 S. Ct. 135, 138 (1950).

4 *HIH Marine Servs. v. Fraser*, 211 F.3d 1359, 1362 (11th Cir. 2000) (quoting Gilmore & Black, The Law of Admiralty 62 (2d ed. 1975)).

5 The Fifth Circuit took a different view in *Albany Ins. Co., v. Ahn Thi Kieu*, 927 F. 2d 882 (5th Cir. 1991) ("…the *uberrimae fidei* doctrine is entrenched no more."). The Fifth Circuit's decision in this regard is really puzzling considering the fact that in the same opinion it recognized that two prior decisions from that court had acknowledged the *uberrimae fidei* doctrine as an entrenched rule. See 927 F. 2d at 888 citing *Fireman's Fund Insurance Co. v. Wilburn Boat Co., 300 F.2d 631, 647 n. 12 (5th Cir. 1962)* (expressly declaring that the *uberrimae fidei* doctrine "is solidly *entrenched* in our body of federal maritime law.") and *Gulfstream Cargo, Ltd. v. Reliance Insurance Co*., 409 F.2d 974, 980 (5th Cir. 1969) (the Court, relying extensively upon the Court's decision in *Fireman's Fund Insurance Co.*, stated without equivocation that "nothing is better established in the law of marine insurance than that 'a mistake or commission material to a marine risk, whether it be willful or accidental, or result from mistake, negligence or voluntary ignorance, avoids the policy.'").

6 *AGF Marine Aviation Transport v. Cassin*, 544 F.3d 255, 263, 50 V.I. 1134 (3d Cir. 2008) ("The Fifth Circuit is the only circuit to disavow the doctrine of *uberrimae fidei* as not 'entrenched federal precedent'"); *Certain Underwriters at Lloyds v. Inlet Fisheries Inc*., 518 F.3d 645, 653 (9th Cir. 2008) ("Not surprisingly, no other circuit has followed *Anh Thi Kieu* …); *HIH Marine Services Inc. v. Fraser*, 211 F.3d 1359, 1362 (11th Cir. 2000) (*uberrimae fidei* is entrenched maritime law); *Knight v. U.S. Fire Ins. Co*., 804 F.2d 9, 13 (2d Cir. 1986); 2 Schoenbaum, Admiralty and Maritime Law (4th Ed., 2004) at 297 n.1 ("The duty of good faith is well established as the federal maritime law rule in marine insurance…. In summary, the principle of good faith is alive and well despite the Fifth Circuit's decision in *Anh Thi Kieu*"); G. Gilmore & C. Black, Law of Admiralty 62 (2nd Ed. 1975) ("The marine insurance contract is *uberrimae fidei* …").

7 *Hazard's Administrator*, 33 U.S. at 583 (a misrepresentation that a ship was "coppered" would void the policy, and it was "immaterial in what way the loss may arise").

8 *C.A. La Seguridad v. Delta S.S. Lines*, 721 F.2d 322, 324 (11th Cir. 1983) quoting *Spartus Corp. v. S/S YAFO*, 590 F.2d 1310, 1313 (5th Cir.1979) (quoting *G.W. Sheldon & Co. v. Hamburg Amerikanische Packetfahrt A.G.*, 28 F.2d 249, 251 (3d Cir.1928)).

9 *SNC S.L.B. v. M/V Newark Bay*, 111 F.3d 243, 248 (2d Cir. 1997) and cases cited therein. But see, *Atlantic Mut. Ins. Co. v. Poseidon Schiffahrt, G.m.b.H.,* 313 F.2d 872, 874 (7th Cir. 1963) (holding that an unreasonable deviation does not deprive carrier of the $500-per-package limitation).

10 *Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC*, 996 F.3d 1161, 1166 (11th Cir. 2021) citing Grant

Gilmore & Charles L. Black, Jr., The Law of Admiralty 69 (2d ed. 1975) ("[I]t is hard to say what is to be governed by a federal maritime law, if the question of the effect of a breach of warranty in a marine policy is not so governed.").

[11] 348 U.S. at 311.

[12] *Fireman's Fund Ins. Co. v. Wilburn Boat Co.*, 300 F.2d 631, 647 n. 12 (5th Cir. 1962).

[13] *Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC*, 996 F.3d 1161, 1162 (11th Cir. 2021).

[14] *Aasma v. Am. S.S. Owners Mut. Prot. & Indem. Ass'n*, 95 F.3d 400 (6th Cir. 1996) ("Some courts have mistakenly read *Wilburn Boat* to mean that *any* question related to marine insurance must be answered under state law. … If that were the case, we would apply New York law and our analysis would end here. *Wilburn Boat*, however, does not so hold. Rather, it provides a method by which to resolve the question of choice of law in maritime insurance disputes. Therefore, we proceed with the two-step *Wilburn Boat* inquiry on the facts before us, and answer two questions: (1) is there is a judicially established federal admiralty rule that governs the issue, and (2) if not, should the court fashion one?") *Id*., at 403, citing *Wilburn Boat*, 348 U.S., at 314; *Cont'l Cas. Co. v. Anderson Excavating & Wrecking Co.*, 189 F.3d 512, 519 (7th Cir. 1999) ("But because the admiralty jurisdiction is aimed at providing the shipping industry, which is international, not only with a neutral forum but also, so far as possible, with a uniform body of law, a federal court before considering whether to borrow a state law to resolve an admiralty dispute must ask whether there is admiralty law on the issue and if so it must apply that law and if not it must decide whether the interest in uniformity should trump the state's regulatory interest and expertise.") *Id*., at 519 citing *Wilburn Boat,* 348 U.S. at 313-14; *Galilea*, LLC v. AGCS Marine Ins. Co., 879 F.3d 1052 (9th Cir. 2018) ("[S]tate law will control … only in the absence of a federal statute, a judicially fashioned admiralty rule, or a need for uniformity in admiralty practice.") *Id., at 1058* (internal quotation marks omitted).

[15] *Carrier v. RLI Ins. Co*., 854 F. Supp. 2d 1324, 1326 (S.D. Ga. 2010), aff'd, 463 F. App'x 824 (11th Cir. 2012) citing *Anh Thi Kieu*, 927 F.2d at 890–91.

[16] *Anh Thi Kieu* at 891 (applying Texas law to a marine insurance dispute involving a Texan resident because Texas had "a considerably greater interest in the application of its insurance code" and "a strong interest in the protection of its citizens, … against the overbearing tactics of insurance underwriters."). At least for purposes of the so-called "diversity jurisdiction," "a corporation [is] … deemed … a citizen of every State [in which] …it has been incorporated and of the State … where it has its principal place of business[.]" 28 U.S.C.A. § 1332(c)(1).

[17] *Carrier,* 854 F. Supp. 2d at 1326.

[18] *Id.,.* at 147 n.1.

[19] *Id*., at 1431-32.

[20] *Id.*, at 1432. Voyage policies insure a vessel for a single voyage, whatever the duration. Time policies, by contrast, insure a vessel for an unspecified number of voyages during a specified duration. *Id.*, at n. 10.

[21] *Cooke's Seafood*, 835 F.2d at 1367; *Hilton Oil*, 75 F.3d at 630.

[22] 835 F. 2d at 1366.

[23] *Id*., at 1057-58.

[24] *Great Lakes Ins. SE.,* 601 U.S. at 83 (Thomas, J., concurring opinion).

[25] *Id.*, citing *Wilburn Boat*, 348 U.S. at 327 (Reed, dissenting opinion).

[26] *Id*., at 81.

[27] *Id*., at 82.

[28] *Id*., at 69 citing *Bisso v. Inland Waterways Corp.,* 348 U.S. 310, 314 (1955).

[29] 601 U.S. at 68.

[30] *Id*., quoting *Norfolk Southern R. Co.* v. *James N. Kirby, Pty Ltd.*, 543 U. S. 14, 28 (2004) (quoting *American Dredging Co.* v. *Miller*, 510 U. S. 443, 451 (1994).

[31] *Id*., at 69-70.

[32] *The Bremen v. Zapata Off-Shore Co.*, 407 U. S. 1 (1972), and *Carnival Cruise Lines, Inc. v. Shute,* 499 U. S. 585 (1991),

[33] 601 U.S. at 72 citing *Carnival Cruise Lines, Inc. v. Shute,* 499 U. S., at 593-59.

[34] *Id*., at 73 citing *Exxon Corp.*, 500 U. S., at 608 (quoting *Sisson* v. *Ruby*, 497 U. S. 358, 367 (1990)).

[35] *Id*., at 74 citing *Wilburn Boat*, 348 U.S. at 314-316.

[36] *Id.*

[37] *Id*., at 76.

[38] *Id.,* at 85.

[39] *Id.*

[40] *Id.*

[41] *Id*., at 80, citing *Knickerbocker Ice Co.* v. *Stewart*, 253 U. S. 149, 160-161 (1920); *The Lottawanna*, 88 U.S. 558 (1875).

[42] *Kelly v. Bass Enters. Prod. Co*., 17 F. Supp. 2d 591, 596 (E.D. La. 1998).

[43] *Id.*, at 69 citing 3 J. Story, Commentaries on the Constitution of the United States §1666, p. 533 (1st ed. 1833); *Kirby*, 543 U. S., at 28, and *Exxon Corp. v. Central Gulf Lines, In*c., 500 U. S. 603, 608, (1991).

[44] 601 U.S. at 80.

[45] *Id*., at 85

[46] *Id.*, at 80.

[47] *Kirby,* 543 U.S. 14, 24 (2004) (quoting *N. Pac. S.S. Co. v. Hall Bros. Marine Ry. & Shipbuilding Co*., 249 U.S. 119, 125 (1919)).

[48] *Kirby*, 543 U.S. at 23.

[49] The fact that the contract dispute is inherently local does not affect the jurisdictional question. If the contract is a maritime contract but the issue about it is inherently local, the court has admiralty jurisdiction and maritime law applies. The inherently local doctrine should be understood as a choice of law rule within admiralty law.

[50] *Kossick*, 365 U.S. at 738; *see also Byrd v. Byrd*, 657 F.2d 615, 617 (4th Cir. 1981) ("[S]tate law, even though it does not contravene an established principle of admiralty law will, nevertheless, not be applied where its adoption would impair the uniformity and simplicity which is a basic principle of the federal admiralty law.").

[51] N.Y. Ins. Law § 3106(c) (1985); *Newark Ins. Co. v. Blair*, 92 Civ. 1648 (RPP), 1993 U.S. Dist. Lexis 18458, at 11 (S.D.N.Y. Dec. 30, 1993); *Kron v. Hanover Fire Ins. Co*., 40 Misc. 2d 467, 469, 243 N.Y.S.2d 135, 137-38 (N.Y. Sup. Ct. Kings Co. 1963).

[52] Fla. Stat. § 627.409; *Great Lakes Ins. SE v. Chtd. Yachts Mia. LLC*, 676 F. Supp. 3d 1251, 1264 n.16 (S.D. Fla. 2023); See also Texas Ins. Code Ann. art. 6.14 ("No breach or violation by the insured of any warranty, condition or provision of any fire insurance policy, contract of insurance, or applications therefor, upon personal property, shall render void the policy or contract, or constitute a defense to a suit for loss thereon, unless such breach or violation contributed to bring about the destruction of the property.").