

PROTECTION AND INDEMNITY CLAUSES INLAND VESSELS

It is agreed that if the Assured, as shipowners, shall have become liable to pay, and shall have in fact paid, any sum or sums in respect of any responsibility, claim, demand, damages and/or expenses, or shall become liable for and shall pay any other loss arising from or occasioned by any of the following matters or things during the currency of this policy in respect of the ship hereby insured, that is to say:

- (a) Loss or damage in respect of any other ship or boat, or in respect of any goods, merchandise, freight or other things or interests whatsoever, on board such other ship or boat, caused proximately or otherwise by the insured vessel, in so far as the same is not covered by the Running Down Clause in or attached to the policies on Hull and Machinery.
- (b) Loss or damage to any goods, merchandise, freight, or other things or interests whatsoever, other than as aforesaid, whether on board said vessel or not.
- (c) Loss of life or personal injury, and for payments made on account of life salvage.
- (d) Loss or damage to any harbor, dock, graving or otherwise, slipway, way, gridiron, pontoon, pier, quay, jetty, stage, buoy, telegraph cable, or other fixed or movable thing whatsoever or to any goods or property in or on the same.
- (e) Any attempted or actual raising, removal or destruction of the wreck of the insured vessel or the cargo thereof, or any neglect or failure to raise, remove or destroy the same.
- (f) Liability for loss, damage, or expense incurred in connection with or in resisting any unfounded claim by the master or crew or other persons employed on the vessel named herein, or in prosecuting such persons in case of mutiny or other misconduct.
- (g) Net loss due to deviation incurred solely for the purpose of landing an injured or sick seaman in respect of port charges incurred, insurance, bunkers, stores, and provisions consumed as a result of the deviation.

This Company will, subject to the reservations herein mentioned, pay to the Assured such proportion of the sum or sums so paid, for such loss, as the amount insured by this policy bears to the policy value of the ship hereby insured, and in case the liability of the Assured has been contested, with the consent in writing of two-thirds of the Underwriters on the ship hereby insured in amount, this Company will, subject to the conditions of this policy, also pay a like proportion of the costs which the Assured shall thereby become liable for and shall pay.

NOTWITHSTANDING THE FOREGOING, NO LIABILITY TO ATTACH TO THIS COMPANY:

- (1) For any loss, damage or expense in connection with any accident covered under the Four-fourths Running Down Clause, or
- (2) For the first \$ of claims hereunder arising from one accident or occurrence.
- (3) For any loss, damage or claim arising out of or having relation to the towage of any other ship or vessel, whether under agreement or not, but this clause shall not apply to ordinary salvage services, not contracted for, rendered in an emergency to a ship or vessel in distress, nor to damage to fixed objects nor to loss of life or personal injury.
- (4) For any claim or loss resulting from the value of the ship insured being fixed or assessed for purposes of General Average, Salvage or Collision Liability, at an amount exceeding its insured value named in the policy on hull and machinery, etc.
- (5) For short delivery and/or contamination of cargo however caused.
- (6) For any obligation for which the Assured may be held liable under any Workmen's Compensation Law of any State or Nation or under the Federal Longshoremen's and Harbor Workers' Compensation Act.

AND PROVIDED FURTHER THAT:

Liability hereunder shall in no event exceed that which would be imposed on the Assured by law in the absence of Contract.

Liability hereunder shall be limited to such as would exist if the Charter Party, Dray Receipt or Contract of Carriage contained a clause that exempts the Assured and the vessel named in this policy from liability for losses arising from unseaworthiness, even though existing at the beginning of the voyage, provided, that due diligence shall have been exercised to make the vessel seaworthy and properly manned, equipped and supplied, and a Jason clause, and a clause giving that carrier the benefit of the limitations of and exemptions from liability contained in Section 3 of the Harter Act.

If and when the Assured under this policy has any interest other than as shipowner in the vessel or vessels named herein, in no event shall this Company be liable hereunder to any greater extent than if such Assured were the owner and were entitled to all the rights of limitations to which the shipowner is entitled.

Navigation Privileges: Warranted confined to the use and navigation of the

Warranted that when any matter arises likely to lead to a claim it shall be promptly referred to this Company's own representatives, legal or otherwise, for investigation and attention, unless otherwise specially agreed.

No accident or event likely to lead to a claim will be admitted by this Company unless notice in writing be given within thirty (30) days after the Assured shall have knowledge thereof.

The vessel is deemed to be covered under Full Form Insurance on hull and machinery, etc., with no uninsured interest and with the Four-fourths Running Down Clause attached thereto, and this cover shall not protect the Assured from the risks or expenses usually covered by such policy nor under any circumstances against loss of or damage sustained by the insured vessel or her tackle, apparel, furniture, stores, fittings, equipments, freight, coals, provisions, or appurtenances, nor against loss by cancellation of charters, bad debts, insolvency of agents or others, salvage, detention or demurrage of the insured vessel, nor for loss of or damage to the Assured's own cargo. This cover shall in no case operate as a double insurance.

This Company shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any claim or payment made under this policy, to the extent of such payment and the Assured shall, upon the request of this Company, execute all documents necessary to secure to this Company such rights.

This Company shall be entitled to take credit for any profit accruing to the Assured by reason of any negligence or wrongful act of the Assured's servants or agents, up to the measure of their loss, or to recover for their own account from third parties any damage that may be provable by reason of such negligence or wrongful act.

Provided that where the Assured is, irrespective of this insurance, covered or protected against any loss or claim which would otherwise have been paid by this Company, under this policy, there shall be no contribution by this Company on the basis of double insurance or otherwise.

No action shall lie against this Company for the recovery of any loss sustained by the Assured unless such action is brought against this Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against this Company accrues without the entry of such final judgment or decree, unless such action is brought within one year from the date of the payment of such claim.

Liability hereunder in respect of anyone accident or occurrence is limited to the amount declared and insured.

Losses shall be payable within sixty days after proof of loss or damage covered by this policy, and of the amount thereof, and of the interest of the Assured, shall have been made and presented at the office of this Company, the amount of premium on this policy, if unpaid, and all other indebtedness due this Company being first deducted.

This policy shall be canceled at any time at the request of the Assured; or by this Company by giving five days' notice of such cancellation. If this policy shall be canceled as hereinbefore provided, or become void or cease, the premium having been actually paid, the unearned portion shall be returned on surrender of this policy, this Company retaining the customary short rate; except that when this policy is canceled by this Company by giving notice they shall retain only the pro rata premium. Notice of cancellation mailed to the address of the Assured stated in the policy shall be sufficient notice; the check of this Company, or its agent when similarly mailed shall be a sufficient tender of any unearned premium.

It is agreed that there shall be no return of premium if interest insured be lost by perils not insured against hereunder.

Attached to and forming part of Policy No. of

Dated, 20