



**P. and I. Endorsement – Builders Risk Form
(1943)**

13 A-1

Attached to and forming part of Policy No

The Protection and Indemnity Clause in the attached Policy is hereby cancelled and deleted, and the following is substituted in place thereof:

Protection and Indemnity Clause

It is further agreed that if the Assured shall by reason of his interest in the insured Vessel become liable to pay and shall pay any sum or sums in respect of any responsibility, claim, demand, damages, and/or expenses arising from or occasioned by any of the following matters or things during the currency of this Policy, that is to say:

- Loss of or damage to any other Vessel or goods, merchandise, freight, or other things or interests whatsoever, on board such other Vessel, caused proximately or otherwise by the Vessel insured insofar as the same is not covered by the Collision Clause set out in the form to which this is attached;
- Loss of or damage to any goods, merchandise, freight or other things or interests whatsoever, other than as aforesaid (not being builders' gear or material or cargo on the insured Vessel), whether on board the insured Vessel or not, which may arise from any cause whatsoever;
- Loss of or damage to any harbor, dock (graving or otherwise), slipway, way, gridiron, pontoon, pier, quay, jetty, stage, buoy, telegraphic cable or other fixed or movable thing whatsoever, or to any goods or property in or on the same howsoever caused;
- 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;
- Any sum or sums for which the Assured may become liable or incur from causes not hereinbefore specified, but which are recoverable under the printed forms of Protection and Indemnity policy commonly issued by stock insurance companies in the United States, but excluding loss of life or personal injury;

the Underwriters will pay the Assured such proportion of such sum or sums so paid, or which may be required to indemnify the Assured for such loss as their respective subscriptions bear to the completed contract price of the Vessel hereby insured, provided always that the amount recoverable hereunder in respect of any one accident or series of accidents arising out of the same event shall not exceed the sum hereby insured, and when the liability of the Assured has been contested with the consent in writing of a majority (in amount) of the Underwriters on the Vessel hereby insured, the Underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

Notwithstanding the foregoing this Policy is warranted free from any claim arising in connection with an occurrence resulting from the operation of a peril excepted by,

- i. the Free of Capture and Seizure Warranty.
- ii. the Free of Strikes, Riots and Civil Commotions Warranty.

All other terms and conditions remaining unchanged.

Dated 19