



CARGO

IN CONSIDERATION OF
Does Insure

DOLLARS

For account of _____ Loss, if any, payable to _____
 To the amount of _____ Dollars, Upon _____
 Laden on board the good _____ called the _____
 at and from _____ at noon, to _____ at noon,
 when this policy shall cease and expire, unless sooner terminated or made void by the conditions hereinafter expressed, the property insured being warranted in a place of safety at the commencement of the risk.

Touching the adventures and perils which the said Company is contented to bear and take upon itself, they are of the Lakes, Rivers, Canals, Railroads Fires, Jettisons, and all other perils or misfortunes that have or shall come to the hurt, detriment or damage of the said property, or any part thereof, excepting all perils, losses or misfortunes, arising from the want of ordinary care and skill in loading and stowing the cargo of, or in navigating the said vessel, from theft, barratry, or robbery, or other legally excluded causes. When this Policy is specifically written to include risks by railroads, it is understood that only Fire, Collision and derailment are covered. And in case of loss or misfortune, it shall be lawful and necessary to and for the insured or insurer, their agents, factors, servants and assigns, to sue, labor, and travel for, in and about the defence, safeguard, and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance; nor shall the acts of the insured or insurer, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment, nor as affirming or denying any liability under this Policy, but such acts shall be considered as done for the benefit of all concerned, without prejudice to the rights of either party; to the charges whereof the said Company will contribute in such proportion as the sum herein insured bears to the whole value of the property so insured.

Specie, bullion jewels, bank notes or bills of exchange, deeds, bonds, mortgages, accounts, and all other evidences of debt; plate, medals, paintings, powder, piano fortes, statuary, sculptures and curiosities, are not deemed to be included in any insurance, unless specially mentioned in the Policy and scheduled.

And in case of loss, such loss to be paid thirty days after proof of loss and proof of interest in said property, are furnished this Company, but no partial loss or particular average shall in any case be paid, unless amounting to five per cent., Provided always, and it is hereby further agreed, that if the said insured shall have made any other insurance upon tire property aforesaid, operative prior to the date when this Policy become operative, as above provided, then the said Company shall be answerable only for so much as the amount of such prior insurance may be deficient toward fully covering the property hereby insured; and the said Company shall return the premium upon so much of the sum by it insured, as it shall be by such prior insurance exonerated from. And in case of any insurance upon the said property, operative subsequent to the date when this Policy becomes operative, as above provided, the said Company shall, nevertheless, be answerable for the full extent of the sum by it subscribed hereto, without right to claim contribution from such subsequent insurers, and shall accordingly be entitled to retain the premium by it received, in the same manner as if no such subsequent insurance had been made. And in case of loss or damage to property hereby insured, this Company, its agent or representative, at or nearest the first port of discharge, shall have prompt notice of same, and shall have every opportunity and facility for ascertaining the cause, extent and amount of damage, by personal inspection, appraisal or sale of the damaged property. It is also agreed that the property be warranted by the insured free from any charge, damage or loss, which may arise in consequence of a seizure or detention for or on account of any illicit or prohibited trade, or any trade in articles contraband of war. It is furthermore hereby expressly provided, that no suit or action against this Company for the recovery of any claim for loss or damage upon, under or by virtue of this Policy shall sustained in any Court of Law or Equity, unless such suit or action shall be commenced within the term of twelve months next after the loss or damage shall occur, and in case any such suit or action shall be commenced after the expiration of twelve months next after such loss or damage shall have occurred, the lapse of time shall be taken and deemed as conclusive evidence and a conclusive defence against the validity of the claim thereby so attempted to be enforced. Each passage subject to separate average. Any and all sums paid hereunder shall reduce this Policy by the sums so paid, unless restored by the payment of new premium, and then the Policy shall be in force for the original amount.

Immediate notice of the occurrence of all losses shall be given to this Company by the insured; and within thirty days from the time the same may happen, the said insured shall deliver to said Company as particular an account thereof as the nature of the case will admit, stating the causes, if known, the extent thereof, and the nature of the interest of insured in the property; also, what other insurance or insurances (if any) there was on said property at the time of said loss, which statement shall be in writing, signed by the insured, and verified by his or their oath; and so much of said statement as relates to the cause, nature and extent of said loss or damage, shall be verified also by the oath of the master of said boat or vessel, or of some other person or persons having immediate charge thereof at the time the same did happen, otherwise this Company will not be liable under this Policy; and the amount of loss shall be ascertained by the opening of packages, when necessary, by a competent person, and separating the sound from the damaged portion, this Company being liable for the loss on the damaged portion only, which shall be ascertained by appraisal by disinterested persons, or by sale at auction, as this Company may prefer.

The said loss or damage to be estimated according to the true and actual cash value of the property at the place of destination on the day of the disaster; and on the property not forwarded to Its destination the said loss or damage to be ascertained in the same manner and the freight from the place of disaster to the place of destination deducted, and this Company will be liable for such proportion of the loss as the amount hereby insured bears to the sound value of whole property so insured.

Memorandum. – It is also agreed, that dried beef, hams, bacon, fire-crackers and other fireworks, saltpeter, hops, guano, rice, peas and beans, mats and mating, hay, flaxseed, and seeds of all kinds, bleaching powders, sods ash, bicarbonate of sods, sal soda, cream of tartar, burlaps, shoddy, Hessians, floor clothes, straw goods, iron of all kinds, wire of all kinds, tin plates, nails, steel and steel rails, madder, sumac, wicker and willow ware, (manufactured or otherwise), salt, grain of all kinds, tobacco, Indian meal, fruits (whether preserved or otherwise), cheese, dry fish, vegetables and roots, rags, dye woods of all kinds, mahogany and other woods, hempen yarns, bags, cotton, bagging, and other articles used for bags or bagging, pleasure carriages, household furniture and all house-furnishings articles, skins and hides, bristles, Tampico, grass, musical instruments, looking glasses and all other articles that are perishable in their own nature, are warranted by the insured free from average unless general; he mp, flax, tobacco, stems, cassia, except in boxes, and oil cake, free from average under twenty per cent. unless general; and sugar and bread are warranted by the insured free from average under seven per cent. unless general; coffee in bags or bulk, pepper in bags or bulk, and cassia in boxes free from average under ten per cent. unless general.

Machine Clause. – In case of loss or damage to any part of a machine, consisting when complete for sale or use, of general parts, the insurers shall only be liable for the insured value of the part lost or damaged.

Cargo on Deck free from claims for loss by Wet, Breakage, or Leakage or Exposure

In case of loss all unpaid premiums shall be deducted.

It is also understood and agreed that in case of loss or damage under this Policy, the insured, in accepting payment therefor, hereby and by that act assigns and transfers to this Company all his or their right to claim for loss or damage, as against the carrier, or other person or persons, to inure to its benefit, however, to the extent only of the amount of loss or damage and attendant expenses or recovery, paid or incurred by the said Company; and any act of the insured, waiving or transferring, or tending to defeat or decrease any such claim against the carrier, or such other person or persons, whether before or after the insurance was made under this Policy, shall be cancellation of the liability of this Company, for or on account of the risk insured for which loss is claimed.

(Continued)

And it understood and agreed, that this Company or its Agent, shall have free access at all reasonable hours to the books, accounts, instructions and correspondence of the insured, containing statements of, or which relate to shipments and receipts covered by this Policy.

Warranted by the insured free from damage or injury, from dampness, or frost, heating, sweating, steaming, change of flavor, or being spotted, discolored, musty or mouldy, except caused by actual water contact with the article damage, and to be free from liability for leakage, on molasses, or other liquids, or breakage of articles liable to break from their own nature, unless occasioned by the perils insured against.

Either party may cancel this Policy when written for a specified time, by giving fifteen days' notice in writing; if, at the option of this Company pro rata rates, if at the request of the insured, short rates will be charged.

N.B. – This Policy is subject to the usages and regulations of the Port of New York on all matters of adjustment and settlement of losses not herein otherwise clearly specified and provided for, to be stated by a competent adjuster of marine losses, designated by the insurer.

Attached to Policy No. of the

Dated