



AIMU
Protection and Indemnity (P and I) Clauses
Cargo Liability Endorsement
June 2, 1983

ENDORSEMENT to be attached to and form part of Policy No. of 1
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In consideration of the payment of an additional premium of \$, and subject to the limit of liability, 3
 the deductible amount for claims other than for loss of life, bodily injury or illness, the exclusions, the conditions and 4
 the other terms of this Policy, this Policy is hereby extended to indemnify the Assured for any sum which the Assured, 5
 as owner of the Vessel shall have become liable to pay and shall have paid, in respect of any claim for loss, damage or 6
 expense in respect of cargo, including baggage and personal effects of passengers, on board the Vessel, carried, to be 7
 carried, or which had been carried on board the Vessel SUBJECT ALSO to the Special Limits of Liability hereinafter 8
 provided. 9

The Underwriters expressly agree to indemnify the Assured for any sums which the Assured is unable to recover 10
 as cargo's proportion of general average, salvage charges and special charges from any other source PROVIDED that 11
 cargo's proportion shall be determined as if the contract of carriage or charter party contained the New Jason Clause. 12

EXCLUSIONS

Notwithstanding anything to the contrary contained in this Endorsement, the Underwriters shall not be required to 13
 indemnify the Assured for any liability for, or any loss, damage or expense arising out of or in connection with: 14

- a) The custody, care, carriage or delivery of specie, bullion, precious stones, precious metals, jewelry, furs, 15
 bank notes, bonds or other negotiable documents or similar valuable property, unless specially agreed to 16
 by the Underwriters and accepted for transportation under a form of contract approved in writing by the 17
 Underwriters. 18
- b) The custody, care, carriage or delivery of mail and parcel post. 19
- c) The custody, care, carriage or delivery of any cargo requiring refrigeration, unless the space, apparatus and 20
 means used for such care, custody, carriage and delivery thereof have been surveyed under working conditions 21
 by a classification surveyor or other competent disinterested surveyor before the commencement of each round 22
 voyage and found in all respects fit, and unless the said cargo be accepted for transportation under a form of 23
 contract approved in writing by the Underwriters. 24
- d) The stowage of under deck cargo on deck or stowage of cargo in spaces not suitable for its carriage, unless the 25
 Assured shall show that he has taken every reasonable precaution to prevent such stowage. 26
- e) Any deviation not authorized by the contract of affreightment, and known to the Assured in time to insure 27
 specifically the liability therefor, unless notice thereof is given to the Underwriters who agree in writing that 28
 such other insurance is unnecessary. 29
- f) The refund of, or inability to collect, freight on cargo short delivered, whether or not prepaid or whether or not 30
 included in the claim and paid by the Assured. 31
- g) The issuance of Bills of Lading or similar documents of title which, to the knowledge of the Assured, improperly 32
 describe the goods, their condition or quantity, their packing or their containers. 33
- h) The delivery of cargo without surrender of Bills of Lading or similar documents of title. 34
- i) Any unlawful act of the Assured or conversion of cargo or other property by the Assured. 35

SPECIAL LIMITS OF LIABILITY

It is specially further agreed and understood that under this Endorsement and subject always to the limit of liability of 36
 the Policy to which this Endorsement is attached. 37

(Continued)

A) with respect to cargo, not property of the Assured, carried by the Vessel, the liability of the Underwriters shall be limited:	38
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(i) to the minimum liabilities and obligations imposed upon the Assured by the U.S. Carriage of Goods by Sea Act, April 16, 1936, regardless of whether the carriage is subject to the said Act, and,	40
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(ii) as may be reduced by any other lawful protective clauses commonly in use in the particular trade in which the Vessel is engaged,	43
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regardless of whether the Assured or the Vessel assumes any greater liabilities or obligations;	45
B) with respect to cargo, property of the Assured, carried by the Vessel, the liability of the Underwriters shall be limited:	46
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(i) as hereinbefore provided under the preceding clauses A(i) and A(ii),	48
(ii) subject however to reduction by the amount which would be recoverable for the loss under the usual form of All Risks Cargo Policy if fully insured,	49
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(iii) regardless of whether such Policy had been obtained;	51
C) with respect to baggage and personal effects carried by the Vessel, the liability of the Underwriters shall in no event exceed the lesser of that which would be imposed upon the Assured in the absence of contract or that provided in the contract between the owner of the property and the Assured or Vessel.	52
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All other terms and conditions remain unchanged.

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Dated