

**Ahab Form**  
**Revised July 1, 1962**

SP-33A



To be attached to and form a part of Policy No. .... of .....

Insuring .....

FOR ACCOUNT OF ASSURED ..... 1

and subject to the provisions of this Policy with respect to change of ownership. 2

**CHANGE OF INTEREST** In the event of any change, voluntary or otherwise, in the ownership of the Vessel or if the Vessel be placed under new management 3  
or be chartered on a bareboat basis or requisitioned on that basis, then, unless the Underwriters agree thereto in writing, this Policy shall 4  
thereupon become cancelled from time of such change in ownership or management, charter or requisition. A pro rata daily return of 5  
net premium shall be made. The foregoing provisions with respect to cancellation in the event of change in ownership or management, 6  
charter or requisition shall apply even in the case of insurance "for account of whom it may concern". 7

Loss, if any, (except claims required to be paid to others under the Collision Clause), payable to ..... 8

..... 9

..... 10

..... or order. 11

Sum Insured Hereunder ..... 12

at and from the ..... day of 19 ..... } Dollars, 13

to the ..... day of 19 ..... } ..... Eastern Standard Time 14

**HELD COVERED CLAUSE** Provided, however, should the Vessel at the expiration of this Policy be at sea, or in distress, or at a port of refuge or of call, she 15  
shall, provided previous notice be given to the Underwriters, be held covered at a pro rata daily premium to her next return to first port 16  
in the United States. 17

On the Vessel called the ..... 18

(or by whatsoever name or names the said Vessel is or shall be called). 19

**VALUATION** The said Vessel, her body, tackle, cables, anchors, fishing drags and other fishing equipment, apparel, stores, supplies, furniture, 20  
engines, boilers, machinery and appurtenances, for so much as concerns the Assured, by agreement between the Assured and Underwriters 21  
in this Policy, is and shall be valued for the purpose of this insurance at \$ ..... 22

**TRADING WARRANTY** Warranted confined to the Atlantic Ocean, including its bays, rivers, sounds and harbors, between 35° North Latitude and 46° North 23  
Latitude not East of 50° West Longitude but permitted to enter prohibited waters to procure bait and supplies. 24

**SUBJECT MATTER INSURED** It is specially agreed that fishing gear and/or outfits whilst on the insured Vessel shall be deemed included in the description of 25  
hull, etc. insured hereunder; but this insurance is warranted free from loss of cables or anchors lost or sacrificed on the fishing grounds, 26  
except in case of total loss of Vessel, and free from damage to fishing drags and other fishing outfits not actually on board, except in the 27  
case of total loss of Vessel. 28

**PREMIUM** The underwriters to be paid in consideration of this insurance ..... 29  
Dollars being at the rate of ..... per cent. 30

**DEDUCTIBLE AVERAGE** This insurance is warranted free from all claims of whatsoever nature (including claims under the Sue and Labor Clause and claims 31  
under the Collision Clause) unless the accident results in a total loss and/or constructive total loss of the Vessel (in which case this clause 32  
shall not apply) or unless the aggregate of such claims arising out of each separate accident exceeds \$ ..... in which 33  
case this insurance shall be liable only for the amount by which such aggregate exceeds \$ .....; but a recovery 34  
from other interests and/or parties shall not operate to exclude claims under this insurance provided the aggregate of such claims arising 35  
out of one separate accident if unreduced by such recovery amounts to \$ ..... For the purpose of this clause each 36  
accident shall be treated separately, but it is agreed (a) that a sequence of damages arising from the same accident shall be treated as due 37  
to that accident, and (b) that all heavy weather damage which occurs during a single sea passage between two ports shall be treated as 38  
though due to one accident. 39

**CANCELLATION FOR NON-PAYMENT OF PREMIUM** In the event of non-payment of premium within sixty days after the date of attachment, this Policy shall automatically terminate 40  
upon such sixtieth day, at noon E.S.T., and it is agreed by the Assured that no further notice of the termination or cancellation of this 41  
Policy is or shall be necessary. Such proportional part of the premium, however, as shall have been earned up to the time of such 42  
termination shall be due and payable; provided, however, that in the event of total or constructive total loss accruing during such 43  
sixty-day period, the full annual premium shall be deemed earned. 44

**LAY-UP RETURNS** If the Vessel is actually laid up and out of commission and not under repairs for which the Underwriters may be liable under this 45  
Policy, the Underwriters agree to return one-half of the pro rata premium net for each period of thirty consecutive days the Vessel may 46  
be so actually laid up and out of commission, and arrival. No return shall be made in respect of a fraction of any such period. 47

**OTHER INSURANCE WARRANTY** Warranted by the Assured that there shall be no other insurance of any kind whatsoever (including insurance subject 48  
to P.P.I. and F.I.A. or other terms) upon any interest whatsoever (including disbursements, managers' commissions, profits 49  
or excess or increased value of hull and machinery) in or in respect of the said Vessel, except that the Assured shall have the 50  
privilege of placing a sum equal to the valuation of the vessel as stated in the Valuation Clause upon this form of Policy with other 51  
companies, inclusive of the amount of this Policy, and except that the Assured may, without prejudice to this insurance, insure 52  
against protection and indemnity risks and risks excluded by the F. C. & S. and S. R. & C. C. Clauses. 53

**WARRANTY OF SEAWORTHINESS** Warranted that at the inception of this Policy the Vessel shall be in a seaworthy condition and, thereafter, during the currency of 54  
this Policy, the Assured shall exercise due diligence to keep the Vessel sea worthy, and in all respects fit, tight, and properly manned, 55  
equipped, and supplied. 56

**PRIVILEGES** Beginning the adventure upon the said Vessel, as above, and so shall continue and endure during the period aforesaid, as 57  
employment may offer, in port and at sea, in docks and graving docks, and on ways, gridirons and pontoons, at all times, in all places, 58  
and on all occasions, under steam, motor power or sail; with leave to sail or navigate with or without pilots, to go on trial trips and to 59  
assist and tow vessels or craft in distress, but if without the approval of Underwriters the Vessel be towed, except as is customary or 60  
when in need of assistance, or undertakes towage or salvage services under a pre-arranged contract made by Owners and/or Charterers, 61  
the Assured shall notify Underwriters immediately and pay an additional premium if required. 62

(Continued)

PERILS	Touching the Adventures and Perils which we, the said Underwriters, are contented to bear and take upon us, they are of the Seas, Men-of War, Fire, Lightning, Earthquake, Enemies, Pirates, Rovers, Assailing Thieves, Jettisons, Letters of Mart and Counter-Mart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes and Peoples, of what nation, condition or quality soever, Barratry of the Masters and Mariners and of all other like Perils, Losses and Misfortunes that have or shall come to the Hurt, Detriment or Damage of the said Vessel, etc., or any part thereof; excepting, however, such of the foregoing Perils as may be excluded by provisions elsewhere in the Policy or by endorsement. And in case of any Loss or Misfortune, it shall be lawful and necessary for the Assured, their Factors, Servants and Assigns, to sue, labor and travel for, in, and about the Defense, Safeguard and Recovery of the said Vessel, etc., or any part thereof, without prejudice to this Insurance, to the Charges whereof the Underwriters will contribute their proportion as provided below. And it is expressly declared and agreed that no acts of the Underwriters or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.	63 64 65 66 67 68 69 70 71 72
	This insurance also specially to cover (subject to the Deductible Average) loss of or damage to:	73
LATENT, DEFECTS, ETC.	A. Hull and Machinery, directly caused by the following:	74
	Accidents in loading, discharging or handling cargo or in bunkering;	75
	Accidents in going on or off, or while in drydocks, graving docks, ways, gridirons or pontoons;	76
	Explosions on shipboard or elsewhere;	77
	Bursting of boilers, breakage of shafts, or any latent defect in the machinery or hull (excluding, however, the cost and expense of replacing or repairing a defective part) ;	78 79
	Breakdown of or accidents to nuclear installations or reactors not on board the insured Vessel;	80
	Contact with aircraft, rockets or similar missiles, or with any land conveyance;	81
	B. Hull only, directly caused by the following:	82
	Negligence of Master, Charterers, Mariners, Engineers or Pilots.	83
	Provided such loss or damage has not resulted from want of due diligence by the Assured, the Owners or Managers of the Vessel, or any of them. Masters, Mates, Engineers, Pilots or Crew are not to be considered as part owners within the meaning of this clause should they hold shares in the vessel.	84 85 86
NOTICE AND TENDER CLAUSE	In the event of accident whereby loss or damage may result in a claim under this Policy, notice must be given in writing to the Underwriters, prior to survey, so that they may appoint their own surveyor if they so desire. The Underwriters shall be entitled to decide the port to which a damaged Vessel shall proceed for docking or repairing (the actual additional expense of the voyage arising from compliance with Underwriters' requirements being refunded to the Assured) and Underwriters shall also have a right of veto in connection with the place of repair or repairing firm proposed. Whenever the extent of the damage is ascertainable, the majority (in amount) of the Underwriters may take or may require, to be taken tenders for the repair of such damage. In the event of failure to comply with the conditions of this clause 15 per cent. shall be deducted from the amount of the ascertained claim.	87 88 89 90 91 92 93
	Average payable without deduction of thirds, new for old.	94
	No claim shall in any case be allowed in respect of scraping or painting the Vessel's bottom.	95
CLAIM FOR CAULKING	Warranted free of claim for loss, damage or expense for caulking the Vessel, including docking charges incurred therefor except when necessitated by stranding, sinking, burning or collision with another vessel.	96 97
PROHIBITED TRADING WARRANTY	Warranted by the Assured that the Underwriters shall not be liable for charges, damages or loss in consequence of seizure or detention for or on account of any illicit or prohibited trade or trade in articles contraband of war; nor for violation of any port regulation; nor for any claims for wages or provisions furnished to officers or crew, other than as in this Policy provided, while the property insured may be detained as the result of any disaster or during subsequent repairs.	98 99 100 101
CONSTRUCTIVE TOTAL LOSS	No recovery for a Constructive Total Loss shall be had hereunder unless the expense of recovering and repairing the Vessel shall exceed the insured value. In ascertaining whether the Vessel is a Constructive Total Loss the insured value shall be taken as the repaired value, and nothing in respect of the damaged or break-up value of the Vessel or wreck shall be taken into account.	102 103 104
UNREPAIRED DAMAGE GENERAL AVERAGE, SALVAGE, ETC.	In no case shall Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this Policy.	105 106
SISTER SHIP CLAUSE	General Average, Salvage and Special Charges payable in accordance with the Laws and Usages of the Port of New York.	107
EXCESS GENERAL AVERAGE	And it is further agreed that in the event of salvage, towage or other assistance being rendered to the Vessel hereby insured by any vessel belonging in part or in whole to the same Owners or Charterers, the value of such services (without regard to the common ownership or control of the Vessels) shall be ascertained by arbitration in the manner below provided for under the Collision Clause, and the amount so awarded so far as applicable to the interest hereby insured shall constitute a charge under this Policy.	108 109 110 111
	When the contributory value of the Vessel is greater than the valuation herein, the liability of these Underwriters for General Average contribution (except in respect to amount made good to the Vessel) or Salvage shall not exceed that proportion of the total contribution due from the Vessel that the amount insured hereunder bears to the contributory value; and if because of damage for which these Underwriters are liable as Particular Average the value of the Vessel has been reduced for the purpose of contribution, the amount of the Particular Average claim under this Policy shall be deducted from the amount insured hereunder and these Underwriters shall be liable only for the proportion which such net amount bears to the contributory value.	112 113 114 115 116 117
SUE AND LABOR	In the event of expenditure under the Sue and Labor Clause, this Policy shall pay the proportion of such expenses that the amount insured hereunder bears to the insured value of the Vessel, or that the amount insured hereunder, less loss and/or damage payable under this Policy, bears to the actual value of the salvaged property; whichever proportion shall be less.	118 119 120
EXCESS SUE AND LABOR	If claim for Total Loss is admitted under this Policy and sue and labor expenses have been reasonably incurred in excess of any proceeds realized or value recovered, the amount payable under this Policy will be the proportion of such excess that the amount insured hereunder (without deduction for loss or damage) bears to the insured value or the sound value of the Vessel at the time of the accident, whichever value was greater.	121 122 123 124
COLLISION CLAUSE	And it is further agreed that if the Vessel hereby insured shall come into collision with any other ship or vessel and the Assured or the Charterers or the Surety in consequence of the insured Vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, we, the Underwriters will pay the Assured, or the Charterers, or the Surety, whichever shall have paid, such proportion of such sum or sums so paid as our respective subscriptions hereto bear to the value of the Vessel hereby insured, provided always that our liability in respect to any one such collision shall not exceed our proportionate part of the value of the Vessel hereby insured. And in cases where the liability of the Vessel has been contested, or proceedings have been taken to limit liability, with the consent in writing of a majority (in amount) of Underwriters, we will also pay a like proportion of the costs which the Assured or Charterers shall thereby incur, or be compelled to pay; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both such Vessels becomes limited by law, claims under the	125 126 127 128 129 130 131 132 133

	Collision Clause shall be settled on the principle of Cross-Liabilities as if the Owners or Charterers of such Vessel had been compelled to pay to the Owners or Charterers of the other of such Vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured or Charterers in consequence of such collision; and it is further agreed that the principles involved in this clause shall apply to the case where both Vessels are the property, in part or in whole, of the same Owners or Charterers, all questions of responsibility and amount of liability as between the two Vessels being left to the decision of a single Arbitrator, if the parties can agree upon a single Arbitrator, or failing such agreement, to the decision of Arbitrators, one to be appointed by the Managing Owners or Charterers of both Vessels, and one to be appointed by the majority (in amount) of Underwriters interested; the two Arbitrators chosen to choose a third Arbitrator before entering upon the reference, and the decision of such single, or of any two of such three Arbitrators, appointed as above, to be final and binding. Provided always that this clause shall in no case extend to any sum which the Assured, or the Charterers, or the Surety, may become liable to pay or shall pay for removal of obstructions under statutory powers, for injury to harbors, wharves, piers, stages, structures, or any other objects (excepting other vessels and property thereon), consequent on such collision, or in respect of the cargo, baggage or engagements of the insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim under this clause being made by anyone other than the Owners of the Vessel hereby insured, he shall not be entitled to recover in respect of any liability to which the Owners of the Vessel as such would not be subject, nor to a greater extent than the Owners would be entitled in such event to recover.	134 135 136 137 138 139 140 141 142 143 144 145 146 147 148
LIMITATION OF TIME TO SUE	No suit or action against the Company shall be maintainable in any court of law, admiralty or equity on any claim (a) for damage or loss to the subject matter hereby insured unless commenced within three months after the termination of this Policy; provided that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then and in that event no suit or action under this Policy shall be maintainable unless commenced within the shortest limitation of time permitted under the laws of such state; or (b) for recovery in respect of any other claim unless such action is brought against the Company within one year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against the 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, but in no event shall the Company be liable for any claim not presented to the Company with proper proofs of loss within six months after payment thereof by the Assured.	149 150 151 152 153 154 155 156 157
ATTORNEYS IN LITIGATION	Underwriters shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation between the Assured and third parties concerning any claim, loss or interest covered by this Policy, and shall have the direction of such litigation.	158 159 160
CANCELLATION BY ASSURED	This Policy may be cancelled at any time at the request of the Assured, in which event this Company shall be entitled to pro rata premium for each fifteen days entered upon (figuring to the effective date of cancellation) plus one-half per cent of the sum insured, and on demand and surrender of the Policy the amount of paid premium in excess of such earned premium shall be refunded; provided, however, that in the event of Total or Constructive Total Loss prior to cancellation of this Policy as aforesaid, full annual premium shall be deemed earned.	161 162 163 164 165
CANCELLATION BY COMPANY	This Policy may be cancelled at any time by this Company. Written notice mailed to the Assured at his or their last known address shall constitute a complete notice of cancellation and this Policy shall be null and void at noon on the fifth day after such notice shall have been mailed; provided, however, that if the insured Vessel has not been in any port within said period the cancellation shall take effect at 12:00 o'clock noon Eastern Standard Time on the first day after her first arrival in any port. In case of cancellation by the Company, pro rata premium will be charged and the amount of paid premium in excess of premium earned to the effective date of cancellation shall be refunded on demand after cancellation; provided, however, that in the event of Total or Constructive Total Loss prior to cancellation of this Policy full annual premium shall be deemed earned.	166 167 168 169 170 171 172
F.C. & S. WARRANTY	Unless physically deleted by the Underwriters, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy:  Notwithstanding anything to the contrary in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detention, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.  Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.  If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.	173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188
S.R. & C.C. WARRANTY	Warranted free of loss, damage or expense in consequence of strikes, lockouts, political or labor disturbances, civil commotion, riots, martial law, military or usurped power or malicious acts.  No officer, agent or other representative of this Company shall have the power to waive any of the terms of this Policy unless such waiver be endorsed upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed unless so endorsed or attached.  The terms and conditions of this form are to be regarded as substituted for those of policy form to which it is attached, the latter being hereby waived, except provisions required by law to be inserted in the Policy.	189 190 191 192 193 194 195