



PROTECTION AND INDEMNITY CLAUSES

Assured 1
 Address 2
 Loss, if any, payable to 3
 From the day of 19 Beginning and ending 4
 Until the day of 19 at noon Standard Time 5
 at place of issuance. 6
 Amount hereby insured \$ Rate % Premium \$ 7
 In consideration of the premium and subject to the warranties, terms and conditions herein mentioned, this Company hereby undertakes to pay up the amount hereby insured and in conformity with lines 5 and 6 hereof, 8
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 such sums as the assured, as owner of the 10
 shall have become legally liable to pay and shall have paid on account of: 11
 Loss of life of, or injury to, or illness of, any person; 12
 Hospital, medical, or other expenses necessarily and reasonably included in respect of loss of life of, injury to, or illness of any member of the crew of the vessel named herein; 13
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 Loss of, or damage to, or expense in connection with any fixed or movable object or property of whatever nature; 15
 Costs or expenses of, or incidental to, the removal of the wreck of the vessel named herein when such removal is compulsory by law; provided, however, that there shall be deducted from such claim the value of any salvage recovered from the wreck by the assured; 16
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 Fines and penalties, including expenses reasonably incurred in attempting to obtain the remission or mitigation of same, for the violation of any of the laws of the United States, or of any state thereof, or of any foreign country; provided, however, that this Company shall not be liable to indemnify the assured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of the assured or his managing officers or managing agents to exercise the highest degree of diligence to prevent a violation of any such laws; 19
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 Costs and expenses, incurred with this Company's approval, of investigating and/or defending any claim or suit against the assured arising out of a liability or an alleged liability of the assured covered by this policy. 24
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 Notwithstanding the foregoing this Company will not pay for: 26
 The first \$ of claims covered by lines 14, 15, 16, 28, 29 and 30 nor for the first \$ 27
 of claims covered by any other parts of this policy, but, in no event shall the deductible exceed \$ each occurrence. (For the purpose of this clause, each occurrence shall be treated separately, but a series of claims hereunder arising from the same occurrence shall be treated as due to that occurrence.) 28
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 Loss of, or damage sustained by the vessel named herein or her tackle, apparel, furniture, boats, fittings, equipment, stores, fuel, provisions or appurtenances; 31
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 Loss resulting from cancellation of charters, non-collectibility of freight, bad debts, insolvency of agents or others, salvage, general average, detention, loss of use or demurrage of the vessel named herein; 33
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 Any loss, damage, expense or claim with respect to any vessel or craft in tow of the vessel named herein and/or cargo thereon; provided this exclusion shall not apply to salvage services rendered in an emergency to a ship or vessel in distress, nor to loss of life and/or injury to, or illness of any person; 35
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 Any claim for loss of, damage to, or expense in respect of cargo on board the vessel named herein; 38
 Any claim arising directly or indirectly under the Longshoremen's and Harbor Workers' Compensation Act or any workmen's compensation act of any state or nation; 39
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 Any liability assumed by the assured beyond that imposed by law; provided however that if by agreement, or otherwise, the assured's legal liability is lessened, then this Company shall receive the benefit of such lessened liability. 41
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 Any loss, damage or expense sustained by reason of any taking of the vessel by requisition or otherwise, civil war, revolution, rebellion, or insurrection, or civil strife arising therefrom, capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat; or sustained in consequence of military, naval or air action by force of arms; or sustained or caused by mines or torpedoes or other missiles or engines of war, whether of enemy or friendly origin: or sustained or caused by any weapon of war employing atomic fission or atomic fusion or radioactive material: or sustained in consequence of placing the vessel in jeopardy as an act or measure of war taken in the actual process of a military engagement, including embarking or disembarking troops or material of war in the immediate zone of such engagement: and any such loss, damage and expense shall be excluded from this policy without regard to whether the assured's liability in respect thereof is based on negligence or otherwise, and whether in time of peace or war. 43
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 Any loss, damage, expense or claim collectible under the form of policy, whether or not the vessel named herein is actually covered by such insurance and regardless of the amount thereof. 52
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 Warranted that in the event of any occurrence which could result in a claim under this policy the assured promptly will notify this Company upon receiving notice thereof and forward to this Company as soon as practicable all communications, processes, pleadings or other legal papers or documents relating to such occurrence. 54
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 Whenever required by this Company, the assured shall aid in securing information and evidence and in obtaining witnesses and shall cooperate with this Company in the defense of any claim or suit or in the appeal from any judgment. 57
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 This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution or defense of any litigation or negotiations between the assured and third parties concerning any claim covered by this policy, and shall have the direction of such litigation or negotiations. If the assured shall fail or refuse to settle any claim as authorized by this Company, the liability of this Company shall be limited to the amount for which settlement could have been made. The assured shall at the option of this Company permit this Company to conduct, with an attorney of this Company's selection, at this Company's cost and expense and under its exclusive control, a proceeding in the assured's name to limit the assured's liability to the extent, and in the manner provided by the present and any future statutes relative to the limitation of a shipowner's liability. 59
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Liability hereunder in respect of loss, damage, costs, fees, expenses or claims arising out of or in consequence of any one occurrence is limited to the amount hereby insured. (For the purpose of this clause each occurrence shall be treated separately, but a series of claims hereunder arising from the same occurrence shall be treated as due to that occurrence.)	66 67 68
The assured shall not make any admission of liability, either before or after any occurrence which could result in a claim for which this Company may be liable. The assured shall not interfere in any negotiations of this Company, for settlement of any legal proceedings in respect of any occurrence for which this Company may be liable under this policy; provided, however, that in respect of any occurrence likely to give rise to a claim under this policy, the assured is obligated to and shall take such steps to protect his and/or the Company's interests as would reasonably be taken in the absence of this or similar insurance.	69 70 71 72 73
Upon making payment under this policy this Company shall be vested with all of the assured's rights of recovery against any person, corporation, vessel or interest and the assured shall execute and deliver such instruments and papers as this Company shall require and do whatever else is necessary to secure such rights.	74 75 76
No action shall lie against this Company for the recovery of any loss sustained by the assured unless such action is brought within one year after the entry of any final judgment or decree in any litigation against the assured, or in the event of a claim 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.	77 78 79
No claim or demand against this Company under this policy shall be assigned or transferred, and no person shall acquire any right against this Company by virtue of this insurance without the express consent of this Company.	80 81
It is expressly understood and agreed if and when the assured has any interest other than as a shipowner in the vessel named herein, in no event shall this Company be liable hereunder to any greater extent than if the assured were the sole owner and entitled to petition for limitation of liability in accordance with, present and future law.	82 83 84
Where the assured is, irrespective of this policy, 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 or participation by this Company on the basis of excess, contributing deficiency, concurrent, or double insurance or otherwise.	85 86 87
The navigation limits in the policy covering the hull, machinery, etc. of the vessel named herein are considered incorporated herein.	88 89
This insurance shall be void in case the vessel named herein, or any part thereof, shall be sold, transferred or mortgaged, or if there be any change of management or charter of the vessel, or if this policy be assigned or pledged, without the previous consent in writing of this Company.	90 91 92
Either party may cancel this policy by giving ten days' notice in writing; if at the option of this Company pro rata rates, if at the request of the assured short rates, will be charged – and arrival.	93 94
Special Conditions – Warranties – Endorsements, Etc.	95
Attached to and Made Part of Policy No. of the	96