



**Endorsement** to be attached to and made a part of Policy No. ....  
of the ..... issued to .....

It is hereby mutually understood and agreed that the Collision Liability Clause appearing in lines 39 to 60, inclusive, of the form to which this endorsement is attached, is deemed deleted and that the following Collision Liability/Towers Liability Clause shall be substituted therefor:

And it is further agreed that if the vessel named herein shall come into collision with any other vessel, craft or structure, floating or otherwise (including her tow); or shall strand her tow or shall cause her tow to come into collision with any other vessel, craft or structure, floating or otherwise, or shall cause any other loss or damage to her tow or to the freight thereof or to the property on board, and the assured, in consequence of the vessel named herein 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, this Company will pay its proportion of such sum or sums so paid as the amount insured hereunder bears to the agreed valuation of the vessel named herein, provided always that the liability of this Company in respect of any one such casualty shall not exceed the amount insured hereunder. And in cases where the liability of the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writing of this Company, this Company will also pay a like proportion of the costs, which the assured shall thereby incur or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of cross liabilities, as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such one-half or other proportion of the latter's damage as may have been properly allowed in ascertaining the balance or sum payable by or to the assured in consequence of such casualty. It is hereby further agreed that the principles involved in this clause shall apply to the case where two or more of the vessels involved are the property, in part or in whole, of the same assured, all questions of responsibility and amount of liability as between such 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 assured, and one to be appointed by this Company, the two arbitrators so 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 may directly, indirectly or otherwise incur or become liable to pay or shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; cargo, baggage or engagements of the vessel named herein; or for loss of life of, or injury to, or illness of, any person. And provided also that in the event of any claim under this clause being made by anyone other than the owners of the vessel named herein, 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.

In consideration of the reduced rate at which this insurance is written this policy, under its Collision Liability/Towers Liability provisions appearing in the preceding paragraph, excludes any claim for loss of, damage to, or expense in connection with vessel(s) (or their cargo) in tow of the vessel(s) named herein which vessel(s) (or their cargo) in tow are owned by or bareboat chartered to

All other terms and conditions remain unchanged.

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