

No.

RIVER CARGO

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BY THIS POLICY, DOTHS CAUSE TO BE INSURED

Risks Covered Touching the Liabilities and Perils which this Company hereby assumes and takes upon itself, they are the loss or damage that shall come to the property herein insured, occasioned by the unavoidable dangers of navigation or accidents to the Railroad Car conveying the same; but in no event to cover an amount greater than (\$) Dollars on anyone Vessel or Railroad Car at anyone time.

Duration of Insurance Beginning the Adventure upon the property insured hereunder, from and immediately after the lading thereof on board the conveyance specified herein, and shall continue until the arrival of said conveyance at the port of destination, and with reasonable time to discharge the same, not exceeding forty-eight hours after arrival; and when the property insured, or any part thereof, is removed from said conveyance, the liability of this Company shall cease on the portion so removed.

This Policy will cease to be of force and effect from and after the first day of January next succeeding the date of the signing hereof, unless renewed by endorsement of an authorized Agent of this Company. This Policy may be terminated at any other time by written notice to that effect from either party hereto; but such notice shall not be construed as effecting any risks actually in force at the date of such notice.

Risks Excepted Warranted by the Assured that this Company shall be free from all claim for loss, damage, average or expense arising from or caused by theft, barratry, robbery, civil commotion, war, piracy, letters of marque, sequestration, or detention; from the consequences of the hostile act of any Government or people, person or persons; or of any State or Territory, or any person or persons thereof; or from the consequences of the Vessel or Vehicle herein mentioned having been seized by any Government, State or Territory, or the people thereof, or by any person or persons claiming to represent such Government, State or Territory; for loss, damage, average or expense, on any shipment on any Vessel which shall have been condemned as unseaworthy by any inspector of hulls, unless such vessel shall have first been repaired and made seaworthy, or on any Vessel sailing without licensed pilots and engineers, or from the gross negligence of the officers or crew of said Vessel.

And it is further Agreed that this Company shall not be liable for loss or damage on property in Flat or Keel Boats, Square Barges or Whariboats, except when especially provided for and assented to in this Policy.

And it is also Warranted that this Company shall not be liable by virtue of this Policy for loss, damage, or expense which has already occurred from any cause whatever, which occurrence may have been a matter of public information in any degree whatever in the community, or in any way known to the assured, the servants or agents of the assured, at the time of any application, entry or endorsement hereunder being made; whether the property intended thereby to be insured is known to be involved or not, without such contingency is especially provided for and expressed with respect to such particular application, entry or endorsement; and that the assured are not to abandon on account of the grounding or detention of the Vessel. Moneys, Bullion, Promissory Notes, or other evidences of debt, Books of Account, Written or other Securities, Deeds or other evidences of Title to Property of any kind, are not covered by this Policy unless specifically mentioned.

Limit of Liability It is Agreed that this Company shall not be liable by virtue of this Policy, for any sum greater than the amount named, whether the same be for loss, damage, average (either General or Particular), or expense; nor for a greater proportion of any loss, damage, average (either General or Particular), or expense, than the sum herein insured bears to the total value of the assured's property at risk; nor for any partial loss on grain in bulk, unless the same amount to twenty per cent. of the total value of the entire shipment by the assured; nor for any partial loss on Leaf Tobacco, in hogsheads or bales, Bulk Pork, Sheet Iron, Corn or grain of all kinds in sacks, Meal, Queensware, Earthenware, articles perishable in their own nature, Beans, Flax or Hemp not baled and covered with bagging entirely, Bale Rope, Bagging, Green Fruit and Vegetables, Household and Cabinet Furniture, Pleasure Carriages, Books and Stationery, Tin Plate and Cutlery, unless it amounts to fifteen per cent., exclusive, in all cases, of all charges and expenses incurred for the purpose of ascertaining and proving the loss and no partial loss or particular average shall, in any case, be paid, unless amounting to five per cent.; but the assured may recover on a general average; nor be subject to claim for loss or damage to such portions of any shipment as may be delivered in sound condition; nor for damage to goods by wet or dampness, or by being spotted, discolored, mouldy, rusted, frosted, rotted, soured, steamed or changed in flavor unless the said damage be caused by actual water contact with the article damaged, as the result of disaster by a peril insured against; nor for leakage of molasses or other liquids, or breakage, except as a result of a peril insured against; nor for loss to Live Stock, from whatever cause arising, unless occasioned by the loss or burning of the conveyance; no loss payable on any animal landed alive; but this Company will pay general average charges when assessed on Live Stock insured by it. Each package shall be subject to its own average.

Duty of the Assured in Case of Disaster And in Case of any Loss or Damage resulting from any peril insured against, it shall be the duty of the party assured, the factors, agents, servants or assigns of the assured, to sue, labor and travel for in and about the defense, safeguard and recovery of said property, and to use all proper means for the security, preservation, relief and recovery thereof, without prejudice to this insurance; and it is mutually agreed that the acts of either party, or their agents, in securing, preserving or recovering the property insured, shall not be considered or held to be either a waiver or acceptance of an abandonment, nor of 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 this Company will contribute in proportion as the sum hereby insured bears to the value of the property so insured; to furnish forthwith after a loss such papers, correspondence, and other evidences touching same as may be called for by this Company; and to permit access (by any person authorized by this Company) to the books of correspondence, accounts, and instructions containing statements touching shipments and receipts covered by this Policy.

And in case of the loss of the Vessel upon which property is insured, or of loss or damage to property insured, it shall be the duty of the master of the Vessel, or of the assured, the servants, factors, or consignees of the assured to forward such part of the Cargo as may be saved to its port of destination by the best conveyance obtainable at the place where such saved property may be, or at any other place within reasonable distance; Provided, that such property shall not be sold (except by order of Court) at any other place than at the port of destination, without express authority from this Company. Articles Insured which may be in a damaged or perishing condition by reason of a peril insured against, so as not to admit of delay, may be sold at public sale at the nearest convenient market, for account and benefit of whom it may concern, the assured being liable for freight and advanced charges on same.

Adjustment of Loss, if Total And In Case of Total Loss, the adjustment of the same shall be made upon the valuation specified in the Policy, if any; and in the absence of a valuation, then upon the invoice price, without reference to the market value of the article insured; but if such specified valuation be that of the market value at the port of destination of the subject insured, or if it be that at the port of lading, with ten per cent. added as accustomed, then this Company reserves the right (if a total loss is paid) to deduct from the sum insured, the freight on the articles so paid for, as stated in the Bill of Lading therefor.

Adjustment of Loss, if Partial But in Case of Partial Loss or damage, reference must be had to the market value of the article insured, to fix the per cent. of loss or damage which shall be the difference between the sound cash market value and the article in its damaged state; which per cent. of loss or damage must be applied to the value fixed in the Policy; and in the absence of such valuation, then upon the invoice price to determine the sum for which this Company shall be liable; provided, that in order to arrive at the damage to each package it shall be the duty of the assured, or of the agents, factors, or consignees of the assured, to separate, at the port of destination, the sound from the damaged packages, and to have the damaged packages appraised by not less than two disinterested parties, one of whom to be chosen by this Company, and this Company will bear one-half of such expense as may be reasonably incurred in ascertaining such damages.

Payment of Loss And the Assured shall be paid the amount of loss or damage so ascertained in sixty days after the receipt by this Company of proof of loss, and proof of interest in such property-the amount of premium note, If unpaid, and all other debts, dues and demands of this Company against the said assured, being first deducted.

Other Insurance And it is also Agreed that if the assured shall have made any other insurance upon the property aforesaid, prior in date to this Policy, then the said Insurance Company shall be answerable only for so much as the amount of such prior insurance may be deficient towards fully covering the property hereby insured; and the said Insurance Company shall return the premium upon so much of the sum by them insured as they shall be by such prior insurance exonerated from. And in all other cases of insurance upon the said property, the said Insurance Company shall be chargeable with its proportion of the loss according as the sum herein insured bears to the whole sum at risk.

Subrogation It is also Agreed that the assured, in claiming and accepting payment for any loss, damage, average or expense under this Policy, thereby and by that act assigns and transfers to this Company all right to claims for such loss, damage, average, or expense against any person or persons, vessel, town or other corporation, or any government, and shall prosecute therefor at the charge ard for account of this Company if requested; the sum recovered to inure to the benefit of this Company, however, to the extent only for the amount of loss, damage, average or expense, and the attendant expenses of recovery paid and incurred by this Company; and any act of the assured waiving or transferring, or tending to defeat or decrease any such claim against any person or persons, vessel, town or other corporation, or any government, shall be a cancellation of the liability of this Company for or on account of the loss, damage, average or expense claimed, and all sums paid or incurred by this Company on account of said loss, damage, average or expense, or for the recovery of the same, shall be a lien upon the property hereby insured and recoverable against the assured.

Assignment It is also Agreed that no assignment or transfer hereof shall, in any case, relieve the assured or the property hereby insured, from any or all the conditions expressed in this Policy, and that this Policy shall be void in case of its being assigned or transferred without consent of this Company.

Usages It is also Agreed that this Policy shall be subject to the usages and regulations of the Ports of Pittsburgh, Cincinnati, Louisville, Evansville, St. Louis, and New Orleans, in all matters of adjustment and settlement of losses not otherwise provided for to be stated by a competent adjuster of marine losses, designated by this Company.

Arbitration If any Dispute shall arise, relating to the amount of any loss or damage arising under or by virtue of this Policy, the same shall, at the written request of either party hereto, be submitted to two Arbitrators, one to be appointed by the assured and one by this Company; and in event of their failure to agree, they shall choose a third person, and the award of any two in writing, touching the amount of such loss or damage, shall be binding on both parties, but shall not decide the legal liability of this Company under this Policy.

Machinery And In Case of Loss or Injury to any part of machinery or vehicle, consisting, when complete for sale or use, of several parts, this Company shall only be liable for the cost of the part lost or damaged, unless the loss shall amount to more than half the Insured value of said machinery or vehicle.

Suit at Law It is also Agreed that no suit or action of any kind against this Company for the recovery of any claim under or by virtue of this Policy, shall be sustainable in any Court of Law or Chancery, unless such suit or action shall be commenced within the term of twelve months next after the date of the happening of the loss or damage; and in case any suit or action shall be commenced against this Company after the expiration of the twelve months next after the date of the happening of the loss or damage, the lapse of time shall be taken and deemed conclusive evidence against the validity of the claim thereby so attempted to be enforced; anything in this Policy, any law, ruling or statute of limitation to the contrary notwithstanding.

Of Waivers The Use of General Terms, or anything less than a distinct, specific agreement, clearly expressed and endorsed on this Policy, shall not be construed as a waiver of any printed or written condition or restriction herein contained.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by

(\$.....) Dollars

Countersigned this day of 19