MISC. VESSEL FORM Attached to and forming part of Policy No.
of the
FIRE AND/OR LIGHTNING Insurance Company.

Amount $ Rate % Premium $

IN CONSIDERATION OF THE STIPULATIONS HEREIN NAMED AND OF THE PREMIUM SPECIFIED ABOVE,

Does insure hereinafter called the Assured
for account of
loss, if any, to
from , at noon, to , at noon,
standard time at place of issuance.

On the vessel known as

covering the hull, engines, boilers, machinery, tackle, apparel, boats, furniture, fixtures, appurtenances, equipment, stores and supplies while on board.

Warranted by the assured that the said vessel be limited to the navigation and use of the

including all waters, adjacent or tributary thereto.

Covering ONLY DIRECT LOSS AND DAMAGE BY FIRE AND/OR LIGHTNING, including General Average and Salvage Charges when caused by or arising therefrom and for which the vessel insured hereunder shall be legally liable; but in no case shall the aggregate amount to be paid under this policy for loss and/or expenses of every nature exceed the amount insured hereunder.

It is understood and agreed between the assured and this Company that the value of the property insured hereunder for the purposes of this insurance is $ and this Company shall not be liable for a greater proportion of any agreed amount of loss or damage than the amount of this policy bears to the above expressed valuation. Warranted by the assured that the total amount of insurance against fire and lightning on the property insured hereunder shall not exceed $ and permission is herewith given to carry that amount, including this policy.

Warranted by the assured that no open lights shall be used on board except customary torches in engine and boiler rooms; that only coal, oil or electricity shall be used for light, heat, power and/or cooking purposes.

Privilege to tow or be towed; to carry such passengers, freight and merchandise as it is permitted by law; to do all work customary for vessels of its kind and trade; to fit out; to do painting; to go on dry docks or marine railways; to make ordinary alterations and repairs; to lay up; for mechanics and others to work on board.

This insurance shall be void in case this Policy of the interest insured thereby shall be sold, assigned, transferred, or pledged without the previous consent in writing of the Insurers.

Warranted by the Assured free from claim for loss or damage, which may be attributed to, or arise from the Assured or the Vessel insured engaging in any illicit or prohibited trade, or trade in articles contraband or war, or from the violation of any port regulation.

Dynamo Clause.–This insurance shall not cover any loss or damage to dynamos, exciters, lamps, motors, switches or any other apparatus for generating, utilizing, testing, regulating or distributing electricity, caused by electric current, whether artificial or natural.

In case of loss by fire and/or lightning it shall be lawful and necessary for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defence, safeguard and recovery of the said vessel, or any part thereof, without prejudice to this insurance; to the charges whereof the said Insurers will contribute according to the rate and quantity of the sum herein insured. It is expressly declared and agreed that no acts of the Insurer or Assured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

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 event of loss or damage to the vessel insured hereunder by a peril or cause not covered by this Policy, with which fire and/or lightning in concurrent, then in settlement of said loss or damage to this Company shall be liable only for its proportion after deducting the amount of damage caused by the previous or concurrent cause. In no event shall this Company be liable for any part of the expense of taking said vessel to a port of place of repair unless the necessity therefor arose solely from a peril insured hereunder, and then only when the cost of such removal has been approved in writing by a representative of this Company.

All losses incurred hereunder shall reduce the liability and valuation named in this Policy to the extent of the amount of the same, until the amount be made good by additional insurance with additional premium paid thereon.

In no event shall this company be liable for unrepaired damage in addition to a subsequent total loss sustained during the term covered by this Policy.

F. C. & S. Clause. – Notwithstanding anything to the contrary contained 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 detainment, 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 nay fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly by (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 herein, is performing) by a hostile act 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.

Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil commotions, riots, martial law, military or usurped power or malicious act.

Warranted by the assured that gasoline or explosives shall not be kept or used on board vessel insured hereunder unless permission is endorsed hereon.

In the event of any loss or damage for which claim may be made under this Policy, the Assured warrants and agrees to report same, promptly, with full particulars to the Company's Agent at place of issuance of this Policy.

In case of loss, such loss to be paid in thirty days after proof of loss and proof of interest in the said vessel shall have been presented; all indebtedness of the Assured being first deducted.

There can be no abandonment of this Company or any property.

This Company may require from the Assured assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this Company.

Either party may cancel this Policy by giving five (5) days' notice in writing. If cancelled, and arrival, at the option of the Company, pro rata rates; if at the request of the Assured, short rates will be charged. Notice of cancellation mailed to the last known address of the Assured shall be a sufficient notice.

NO suit or action on this Policy or for the recovery of any claim hereunder shall be sustainable in any court of law or equity unless all the requirements of this Policy shall have been complied with, and unless commences within twelve months next after inception of the loss, 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 sustainable unless commenced within the shortest limitation permitted under laws of such State.

This Policy is made and accepted subject to the stipulations and conditions contained herein and in the form hereto attached, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.