

DRYDOCK

..... FOR ACCOUNT OF WHOM IT MAY CONCERN,
LOSS, IF ANY, PAYABLE OR ORDER,
DO MAKE INSURANCE AND CAUSE TO BE INSURED, LOST OR NOT LOST,
TO THE AMOUNT OF DOLLARS
AT AND FROM THE DAY OF 19

UNTIL THE DAY OF 19

(BEGINNING AND ENDING WITH TIME.)

BUT WARRANTED AS FOLLOWS:

Upon the body, tackle, apparel, stores, ordnance, munitions, artillery, boats, and other furniture, boilers and machinery of the
..... floating Drydock called the
or by whatsoever name or names the said Dock is or shall be named or called; beginning the adventure upon the said Dock, &c., as above, and so shall continue and endure during the period aforesaid, as employment may offer, at all times, and on all occasions, services and trades whatsoever; with leave to be towed, and to assist vessels and/or craft in all situations and to any extent. Including all risks of docking, undocking, or moving in harbour and going on or off gridiron or graving docks as often as may be done during the currency of this Policy.

The said Dock, &c., for so much as concerns the Assured, by agreement between the Assured and Assurers in this Policy, are and shall be valued at \$.....

TOUCHING THE ADVENTURES AND PERILS which we, the said Assurers, are contented to bear and take upon us, they are of the Seas, Rivers, Lakes, Harbours, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart or 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 Master and Mariners, Explosions, Riots, or other causes of whatsoever nature arising either on shore or otherwise, causing Loss of or injury to the Property hereby insured, and of all other Perils, Losses, and Misfortunes that have or shall come to the Hurt, Detriment, or Damage of the said Dock, &c., or any part thereof. And in case of any Loss or Misfortune, it shall be lawful for the Assured, their Factors, Servants, and Assigns, to sue, labour, and travel for, in, and about the Defence, Safeguard, and Recovery of the said Dock, &c., or any part thereof, without prejudice to this Insurance, to the Charges whereof the Assurers will contribute according to the Rate and Quantity of the sum herein assured. And it is expressly declared and agreed that no act of the Insurer or Insured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

THIS INSURANCE ALSO SPECIALLY TO COVER LOSS OF, OR DAMAGE TO HULL OR MACHINERY, THROUGH THE NEGLIGENCE OF Masters, Charterers, Mariners, Mechanics, Laborers, Engineers or Pilots, or through explosions, bursting of boilers, breakage of shafts, or through any latent defect in the machinery or hull, provided such loss or damage has not resulted from want of due diligence by the Owners of the Dock, or any of them, or by the Manager. Masters, Mates, Engineers, Pilots or Crew not to be considered as part owners within the meaning of this clause should they hold shares in the Dock.

And it is further agreed, that IF THE DOCK HEREBY INSURED SHALL COME INTO COLLISION with any other Ship or Vessel, and the Assured or Charterers shall in consequence thereof become liable to pay, and shall pay by way of damages to any other person or persons any sum or sums not exceeding in respect of any one such collision the value of the Dock, hereby insured, we, the Assurers, will pay the Assured or Charterers such proportion of such sum or sums so paid as our subscription hereto bear to the value of the Dock, hereby insured. And in cases where the liability of the Dock has been contested with the consent in writing of a majority of the Underwriters on the hull and/or machinery (in amount) we will also pay a like proportion of the costs thereby incurred or paid; but when both Vessels are to blame, then, unless the liability of the Owners or Charterers of one or both of such Vessels becomes limited by law, claims under the Collision Clause shall be settled on the principle of CROSS-LIABILITIES as if the Owners or Charterers of each vessel had been compelled to pay to the Owners or Charterers of the other 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 in each Vessel; 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 Charterers may become liable to pay, or shall pay for removal of obstructions under statutory powers, for injury to harbours, wharves, piers, stages, and similar structures, consequent on such collision, or in respect of the engagements of the Insured Vessel, or for loss of life, or personal injury. And provided also that in the event of any claim being made by Charterers under this clause they shall not be entitled to recover in respect of any liability to which the Owners of the Dock, if interested in this Policy at the time of the Collision in question, would not be subject nor to a greater extent than the Dock Owners would be entitled in such event to recover.

And it is further agreed that in the event of salvage, towage, or other assistance being rendered to the Dock, 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 of the Vessels) shall be ascertained by arbitration in the manner above 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.

This insurance excludes liability for loss or damage to vessels repairing in charge of the Assured, but nevertheless, shall cover loss or damage however occurring to the property insured caused by or arising through vessels entering or lying in or leaving said Dock.

AVERAGE PAYABLE, irrespective of percentage, without deduction of thirds new for old, whether the average be particular or general.

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

IN ASCERTAINING WHETHER THE DOCK 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 Dock or wreck shall be taken into account.

SHOULD THE DOCK AT THE EXPIRATION OF THIS POLICY BE AT SEA, or in distress, or at a port of refuge or of call, she shall, provided previous notice be given to the Underwriters, be held covered at a pro rata monthly premium to her port of destination. It is agreed that any change of interest in the Dock hereby insured shall not affect the validity of this Policy.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this policy is warranted free of capture, seizure, arrest, restraint, or detention, and the consequences thereof, or of any attempt thereat (piracy excepted) and also from all consequences of hostilities or warlike operations, whether before or after declaration of war.

TO RETURN per cent. net for each uncommenced month if it be mutually agreed to cancel this Policy and arrival.

IN THE EVENT OF ACCIDENT whereby loss or damage may result in a claim under this Policy, NOTICE SHALL BE GIVEN TO THE UNDERWRITERS, where practicable, prior to survey, so that they may APPOINT THEIR OWN SURVEYOR IF THEY SO DESIRE; and whenever the extent of the damage is ascertainable, the majority (in amount) of the Underwriters may take or may require the Assured to take tenders for the repair of such damage. In cases where a tender is accepted by or with the approval of Underwriters, the Underwriters will make an allowance at the rate of 30 per cent. per annum on the insured value for the time actually lost in waiting for tenders. IN THE EVENT OF THE ASSURED FAILING TO COMPLY WITH THE CONDITIONS OF THIS CLAUSE 15 PER CENT. SHALL BE DEDUCTED FROM THE AMOUNT OF THE ASCERTAINED CLAIM.

HELD COVERED in case of any breach of warranty or deviation from the conditions of this policy, any additional premium required be agreed immediately after receipt of advices of breach or proposed breach by Owners. Seaworthiness admitted as between the assured and assurers.

In event of non-payment of premium thirty days after attachment this policy may be cancelled by the Assurers upon five days' written notice being given the assured.

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.

The terms and conditions of this form are to be regarded as substituted for those of Policy No. to which it is attached, the latter being hereby waived.