C O L L I S I O N  C L A U S E

And it is further agreed that if the vessel hereby insured and/or her tow, while the said tow is actually attached to the insured vessel, or while the said tow is temporarily moored while the towing vessel hereby insured is assembling other barges or delivering other barge or barges of the same tow, or while the tow is split for navigating channels or locks or otherwise as may be necessary for safe navigation, shall come in collision with another vessel, and the assured become liable to pay, and shall pay, any sum or sums for damages resulting therefrom to said other vessel, her freight or her cargo, in such case this Company will contribute toward the payment of four-fourths part of the total amount of said damages, in the proportion that the sum insured under this policy bears to the total valuation of the vessel as stated herein, provided, that this Company shall not in any event be held liable under this agreement for a greater sum than four-fourths part of the amount insured under this policy.

And it is also agreed that this Insurance Company will bear a like proportionate share of any costs and expenses that may be incurred in contesting the liability resulting from said collision, provided, the written consent of the Company to such contest be first obtained.

But under no circumstances shall this Company be held liable for any contribution in respect of any sum that the insured may be held liable to pay by reason of loss of life or personal injury to individuals from any cause whatsoever, nor for any claim for demurrage or loss of the use of any vessel, nor for wages or provisions or expenses of Master, officers, or crew, nor for any sums which the assured may be liable to pay, and shall pay, for removal of obstructions under statutory powers, or for injury to harbors, wharves, piers, stages and similar structures.

All claims made under this policy shall reduce this policy by the amounts so paid, unless restored by a new premium. No claim hereunder shall be paid unless it exceeds $100.00.

Attached to and forming part of Policy No. ...................of ..........................................................................................................................
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