

American Institute

POLLUTION EXCLUSION CLAUSE (P & I) and BUY BACK ENDORSEMENT A (May 9, 2011)

Attaching to and forming Part of Policy No. _____ of _____

Insuring _____

This Policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, liability, cost, expense, fine or penalty of any kind or nature whatsoever, and whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual, alleged, potential or substantial threat of a discharge, emission, dispersal, spillage, release, escape or leakage, upon land, the atmosphere, or any watercourse or body of water of pollutants, including but not limited to oil, fuel, petroleum products, chemicals, toxic materials or substances, hazardous materials or substances, smoke, thermal irritants, vapors, soot, fumes, waste, waste materials, invasive organisms, acids, alkalis, irritants, contaminants or other similar substances.

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$ _____

THE ABOVE EXCLUSION SHALL NOT APPLY TO SUMS PAID, OR LIABILITY OF THE ASSURED:

1. For loss of life of, or bodily injury to, or illness of, any person;
2. For loss, damage or expense to any cargo carried on board the insured Vessel(s);
3. For loss, damage or expense to any cargo on board any other vessel or while contained or stored ashore; and
4. For contamination of any cargo resulting from the pumping of oil, petroleum products, chemicals or any other substances of any kind or nature whatsoever directly into any other vessel, or between tanks of the insured Vessel(s) or into storage tanks or receptacles ashore or elsewhere.

PROVIDED that such sums, or such liability, are insured elsewhere under the terms and conditions of this Policy. All other terms and conditions of this Policy shall remain unchanged.

Dated _____, 20____