

Lake Protection & Indemnity Towage Endorsement

Endorsement to be attached to and made part of Policy No. _____
of _____

It is hereby understood and agreed that Clause (5) of this policy, reading as follows:—

“Loss or damage (other than loss of life of, or personal injuries to, passengers or members of the crew of the Vessel named herein) arising out of or having relation to the towage of any other vessel, whether under agreement or not, but this exclusion shall not apply to ordinary salvage services, not contracted for, rendered in an emergency to a vessel in distress.”

is cancelled and it is further understood and agreed that the following wording becomes part of this policy:

It is hereby understood and agreed that the terms of this insurance shall extend to cover the vessel hereunder while towing and assisting other vessels or craft (including vessels or craft in distress); but notwithstanding anything contained herein to the contrary this insurance does NOT cover any liability

- a) to the tow or its cargo;
- b) to any persons on board the towed vessel or craft, but this exclusion does not apply to members of the crew of the vessel insured hereunder;
- c) for loss or damage caused by the towed vessel or craft to any property, floating or otherwise;
- d) for loss of life or personal injury caused by the towed vessel or craft, but this exclusion does not apply to passengers or members of the crew of the vessel insured hereunder;
- e) For any attempted or actual raising, removal or destruction of the wreck of the towed vessel or vessels or the cargo or cargoes thereof or of any vessel or vessels or the cargo or cargoes thereof damaged by the tow or any neglect or failure to raise, remove or destroy the same, but this exclusion does not apply to the vessel insured hereunder or her cargo.
- f) For any loss or damage which would be covered under the following Tower’s Liability Clauses:—

It is agreed that if the tow of the vessel hereby insured shall come into collision with any other vessel, craft or structure, floating or otherwise, or shall cause such other vessel or craft to strand and/or strike the ground or any substance or thing (other than water) and the assured shall in consequence thereof become legally 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 casualty the value of the vessel hereby insured, we, the assurers, will pay the assured such proportion of such sum or sums so paid as our subscriptions hereto bear to the value of the vessel hereby insured. And in cases where the legal liability of the vessel has been contested, with the consent in writing, of a majority of the underwriters hereunder (in amount), we will also pay a like proportion of the costs and/or expenses thereby incurred or paid and will also pay a like proportion of the costs of any necessary proceedings to limit liability; but when both vessels are to blame, then, unless the liability of the owners of one or both of such vessels becomes limited by law, claims under this clause shall be settled on the principle of CROSS LIABILITIES, as if the owner of each vessel had been compelled to pay to the owners of the other of 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 in consequence of such casualty; and it is further agreed that this policy shall also extend to and cover the legal liability of the assured to the tow for any collision and/or stranding and/or striking the ground or any substance or thing (other than water) or other occurrence, subject to all the terms and conditions of this clause. It is hereby further agreed that the principles involved in this clause shall apply to the case where two or more of the vessels, craft and/or structures involved are the property in part or in whole of the same owners, all questions of responsibility and amount of liability as between such ships or vessels or property 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 of such vessels, and one to be appointed by the majority in amount of underwriters interested in each vessel, the arbitrators chosen to choose a referee before entering upon the reference, and the decision of such referee appointed as above, to be final and binding, provided always that this clause shall in no case extend to any sum which the assured may become liable to pay, or shall pay for removal of obstruction under statutory powers, or for loss or life or personal injury.

All other terms and conditions remain unchanged.

Dated _____