

**LANDING DOCK
BAILEE LIABILITY**

To be attached to and form a part of Policy No. _____ of the _____
Dated _____

(Hereinafter referred to as the Assured)
IS / ARE INSURED

In consideration of the Stipulations Herein Named and of _____
Dollars Deposit Premium and further premium as provided herein-

1. This insurance is to cover the legal liability of the Assured upon the terms and conditions and subject to the limitations hereinafter set forth.
 - A. This insurance covers the legal liability of the Assured for loss or damage to vessels, craft and equipment, cargoes, freights, and other interests on board, which are in their care, custody or control at or in the vicinity of _____
 - B. This insurance also covers the legal liability of the Assured for loss or damage to property other than that referred to in paragraph A hereof caused by said vessels or craft and their cargoes, which are in their care, custody or control.
2. During the period of time commencing at _____ of the _____ day of _____ 19 _____, and ending at _____ of the _____ day of _____ 19 _____, _____ Time, unless this insurance be sooner terminated or made void as hereinafter provided.
3. The maximum liability of this Company on account of any one disaster or casualty shall not exceed:
 - \$ _____ with respect to each vessel including its equipment, cargo, freight, and other interests on board, in respect to which the Assured's legal liability is insured under Section 1A above.
 - \$ _____ with respect to the Assured's legal liability insured under Section 1 B above.
 - \$ _____ with respect to all claims, costs and expenses arising out of any one disaster or casualty under all policy coverages combined.
4. No claim shall be payable under this policy, unless the aggregate liability of the Assured arising out of the same accident or occurrence, and insured against hereunder, exceeds the sum of \$ _____ and this sum shall be deducted from the amount payable hereunder on account of liability arising from each such accident or occurrence.
5. Notwithstanding anything to the contrary contained in this policy, it is hereby expressly understood and agreed that this insurance does not cover any liability:
 - A. For death or personal injury;
 - B. Assumed under contract express or implied;
 - C. For demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;
 - D. For loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over and above the amount recoverable thereunder;
 - E. For loss, damage or expense for collision liability, towers liability or protection and indemnity liability, arising out of the operation of any vessel or craft owned or operated by the Assured and/or any affiliated or subsidiary concern or individual or party;
 - F. To property owned, leased to Assured or utilized by the Assured in its business;
 - G. To vessels or craft stored by the Assured;
 - H. For loss, damage or expense caused by or resulting from strikes, lock-outs, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder;
 - I. For vessel repair, construction, alteration, conversion or gas freeing;
 - J. For loss, damage or expense caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority.
 - K. For loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote.
6. It is further stipulated and is a consideration for this insurance that in the event of any occurrence which may result in loss, damage and/or expense, for which these Assurers are or may become liable under this insurance, notice thereof shall be given to this Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.

(Over)

7. In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Assured is obligated to and shall take such steps to protect its (and the Assurers') interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the Assured shall make or shall have made any admission of liability either before or after such accident or occurrence or in the event the Assured shall interfere in any negotiations of the Assurers for settlement or in any legal proceedings in respect of any claim for which the Assurers are or may be liable under this insurance.

8. It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the Plaintiff with the written consent of the Assurers; in the event the Assured shall fail or refuse to settle any claim, as authorized by the Assurers, the liability of the Assurers to the Assured shall be limited to the amount for which settlement could have been made.

9. Whenever required by the Assurers, the Assured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Assurers (except in a pecuniary way) in all matters which the Assurers may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.

10. The cost of defending any suit against the Assured on any claim based on a liability or an alleged liability of the Assured covered by this insurance, shall be payable by the Assurers if the amount of the claim hereunder exceeds the amount deductible under this policy, but these Assurers shall not be liable for the cost or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of these Assurers. This Company, however, reserves the right to conduct the defense of any actions or suits at their own expense. The cost and expense of prosecuting any claim in which these Assurers shall have an interest by subrogation or otherwise, shall be divided between the Assured and these Assurers, proportionately to the amounts which they would be entitled to receive respectively, if the suit should be successful.

11. The Assurers shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any claim or payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of the Assurers, execute all documents necessary to secure to the Assurers such rights.

12. No claim or demand against the Assurers under this policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Assured, shall acquire any rights against the Assurers by virtue of this insurance without the expressed consent of the Assurers.

13. No action shall lie against the Assurers for the recovery of any loss sustained by the Assured unless such action be brought against the Assurers within one (1) year after the final judgment or decree is entered in the litigation against the Assured, or in case the claim against the Assurers accrues without the entry of such final judgment or decree, unless such action be brought within one (1) year from the date of the payment of such claim; provided, however, that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, than and in that event no action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such State.

14. This policy is issued in consideration of:

A. A flat annual premium of \$ _____ Dollars

B. An annual and minimum deposit premium of \$ _____ Dollars. The Assured shall keep an accurate record of the barges in respect of which insurance is provided hereunder (which record shall be open to examination by representatives of the Assurers at any time during business hours) and to furnish the Company on or before the 30th day of each month with a report, such report to be a complete record of all the barges at risk hereunder during the preceding month; the earned premium hereunder.

to be computed thereon at a policy rate of \$ _____ per barge day. Each twenty-four (24) hours to be deemed a barge day and any fraction of a day in excess of twelve (12) hours also to be deemed a barge day. The earned premium so computed shall be applied against the Deposit Premium until same is exhausted, following which all further earned premium shall be due and payable to the Assurers at the time of filing the report on which the premium is due.

15. This policy may be cancelled ay any time at the request of the Assured in which case the Company shall, upon demand and surrender of this Policy, refund the excess of paid premium above the earned premium to date of cancellation. This Policy may be cancelled at any time by this Company by mailing to the last known address of the Assured ten (10) days written notice of cancellation (such cancellation to be deemed accomplished upon the elapse of ten (10) days from date of mailing) with or without the tender of the excess of paid premium above the earned premium for the expired time, which excess, if not tendered shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand. If this Policy be cancelled either by the Assured or by this Company, the Assured shall render a report of barge days for the period from last reporting date to effective date of cancellation, earned premium therefor to be computed in accordance with Paragraph 14 above and to be considered in determining return premium, if any, payable to the Assured or additional premium payable by the Assured, all subject to the minimum earned premium provided for above.

16. Attached to and forming part of Policy No. _____ of the _____ but it is understood and agreed that the terms of this form are substituted for those of the policy form to which this is attached, the latter being hereby waived except for those provisions required by law to be inserted in the policy.