

American Institute
Builder's Risks Clauses
(July 1, 1973)
TOTAL LOSS ENDORSEMENT
November 1, 1975

13K-1

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

Insuring _____

There shall be no recovery for a constructive Total Loss under this Policy unless the expense of recovering and restoring the Vessel (as insured hereunder) to the stage of her construction at the time of loss would exceed her value at such stage of construction (which value shall be taken to be the cost of labor actually expended by the Builder in the construction of the Vessel and material actually incorporated therein at the time of loss, including accrued overhead and profit on such labor and material, not exceeding the Agreed Value). In making this determination, only expenses incurred or to be incurred by reason of a single accident or a sequence of damages arising from the same accident shall be taken into account, but expenses incurred prior to tender of abandonment shall not be considered if such are to be claimed separately under the Sue and Labor clause.

No claim for a Total Loss (actual or constructive) shall exceed this Policy's proportion of the value of the Vessel at the stage of her construction at time of loss as computed in the manner set forth in the preceding paragraph. This Policy shall also pay its proportion of any damage to material insured hereunder and not yet installed in the Vessel.

In no case shall the Underwriters be liable for unrepaired damage in addition to a subsequent Total Loss sustained during the period covered by this Policy, or any extension thereof.

The foregoing clauses shall be deemed paramount and supersede any provisions inconsistent therewith contained in the policy form to which they are attached.