

ON FREIGHT, including Freight chartered or as if chartered and/or contracted for and/or ADVANCES and/or CHARGES made or assumed or for which liability is incurred, under and/or on deck, on board or not on board.

VALUED as follows:

FREIGHT –

At the aggregate amount as per Bills of Lading and/or Contracts of Affreightment, and in cases of vessels and cargoes of the same ownership at gross amount of freight based on current rates

ADVANCES AND/OR CHARGES –

At the aggregate amount thereof made or assumed or for which liability is incurred.

Notwithstanding any clause in the Contract of Affreightment providing that Freight, Advances and/or Charges, which have not in fact been prepaid are earned, ship or goods lost or not lost, or clauses of similar import, such Freight, Advances and/or Charges are insured hereunder and without benefit of subrogation against shippers, consignees, cargo owners or holders of the Bills of Lading. The Assured shall nevertheless account to the insurers for any such freight received by them, but shall be under no obligation to attempt to collect such freight.

To attach and cover whether waterborne or not: (1) from the time the vessel is ready to load at the first loading port, or (2) from the time the goods come into the possession of the Assured and/or their agents at the first loading port, or (3) in the case of vessel and cargo of the same ownership from the time the goods to be shipped are appropriated to the vessel – whichever first occurs. And to continue until delivery to consignees and/or their agents or connecting carrier, including risks on lighters and/or wharves and/or on piers or elsewhere.

As employment may offer, in port and at sea, in floating docks and graving docks and on ways, gridirons and pontoons and at all times in all places and on all occasions, services and trades whatsoever and wheresoever; with leave to sail with or without pilots, to tow and be towed, and to assist vessels and/or craft in all situations and to any extent and to go on trial trips. With liberty to discharge, exchange and to take on board goods, specie, passengers and stores wherever the vessel may call at or proceed to. Including all risks incidental to Steam and/or Power and/or Steam Navigation and/or Power Navigation. Including all risks of craft and/or raft and/or boats to and from the vessel. Each craft and/or raft and/or boat to be deemed a separate insurance at the option of the Assured, including any special or supplementary lighterage risk, and it is agreed that the assured are not to be prejudiced by any agreement exempting lightermen from liability. Including all risks of docking, undocking, changing docks, or moving in harbour and going on or off floating docks and graving docks and on ways, gridirons and pontoons as often as may be done during the currency of this policy.

Touching the adventures and perils which we, the said Assurers are contented to bear and take upon us, they are of the Seas, Men-of-War, Fire, Enemies, Pirates, Rovers, Thieves, Jettisons, Letters of Mart and Countermart, Surprisals, Takings at Sea, Arrests, Restraints and Detainments of all Kings, Princes, and Peoples, of what nation, condition or quality soever, Barratry of the Master and Mariners, Explosions (howsoever and wheresoever occurring), Riots or other causes of whatsoever nature arising either on shore or otherwise, causing loss of the subject matter insured, and of all other perils, losses and misfortunes that have or shall come to the hurt, detriment or damage of the subject matter insured, or any part thereof. Including while on railroad cars and/or wharf, quay or elsewhere on shore, loss or expense (irrespective of percentage) as a result of fire, explosions (howsoever and wheresoever occurring), derailment, collision, cyclone, hurricanes, earthquake, collapse and/or subsidence of docks, wharves or quays and rising of navigable waters, or floods. And in case of any loss or misfortune it shall be lawful for the Assured, their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the subject matter insured, or any part thereof, without prejudice to this Insurance, to the charges whereof the Assurers will contribute according to the rate and quantity of the sum herein insured. And it is expressly declared and agreed that no act of the Insurer or Insured in recovering, saving or preserving the subject matter insured shall be considered as a waiver or acceptance of abandonment.

This insurance is also specially to cover any loss or expense directly caused by accidents in loading, stowing, discharging or handling or transhipping cargo or caused through the negligence of the Master, Charterers, Mariners, Engineers, other employees, pilots, or any other individuals in or near the ship, or through explosions, howsoever or wheresoever occurring, bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances provided such loss or damage has not resulted from want of due diligence by the owner or manager of the vessel.

FREIGHT is insured:

(a) UNDER DECK–

Warranted free of particular average under 3% unless the vessel or craft be stranded, sunk or burnt, but notwithstanding this warranty, the Assurers are to pay loss of or expense to the subject matter insured arising out of fire, explosion (howsoever and wheresoever occurring), collision or contact of the vessel and/or craft with any substance (ice included) other than water, or to a forced discharge of cargo.

(b) ON DECK–

Warranted free of particular average unless caused by the vessel and/or craft being stranded, sunk, burnt, or in collision or in contact with any substance (ice included) other than water or by fire and/or explosion (howsoever and wheresoever occurring), but to pay loss arising out of jettison and washing overboard, or from a forced discharge of cargo irrespective of percentage.

ADVANCES AND/OR CHARGES are insured, from the moment they are made or are incurred and/or liability for same arises and/or is assumed:–

Against any and all perils enumerated in this Policy, which may prevent the collection in whole or in part, and these Assurers agree to indemnify the Assured against all loss caused by the postponement of his or their lien on the cargo, by reason of prior liens subsequently arising as a result of perils insured against.

FREIGHT, ADVANCES AND/OR CHARGES, in respect of each Bill of Lading to be considered as if separately insured.

In the event of:

(a) The goods to be shipped or any part thereof being lost or damaged prior to being laden on board the vessel, as the result of perils insured against hereunder, these Assurers to pay the loss of freight and/or charges resulting therefrom;

(b) The voyage being abandoned at a loading port or elsewhere as a result of perils insured against hereunder and the cargo is forwarded to destination, these Assurers to pay the gross cost of forwarding;

all without credit for any freight subsequently earned by the vessel or by forwarding vessel or vessels,

It is agreed that this policy shall not be vitiated by any unintentional omission to report or error in the amount or description of the interest, vessel or voyage, or in case of deviation or change of voyage, or over-carriage, provided the same be communicated to the Assurers as soon as known to the Assured and an additional premium paid if required.

Warranted free from claim consequent upon loss of time whether arising from a peril insured against or otherwise, but when cargo is necessarily transhipped or forwarded this warranty shall not relieve the Assurers of liability for a claim which, except for this warranty, would be recoverable under this policy,

General Average, Salvage and Special Charges payable as provided in the contract of affreightment, or failing such provision, or there be no contract of affreightment, payable in accordance with the Laws and Usages of the Port of New York. Provided always that when an adjustment according to the laws and usages of the port of destination is properly demanded by the owners of the cargo, General Average shall be paid in accordance with same. And it is agreed that in the event of salvage, towage or other assistance being rendered to the subject matter insured, by any vessel belonging in part or in whole to the same owners, or under the same management, the value of such services (without regard to the common ownership) shall be ascertained by arbitration and the amounts so awarded insofar as applicable to the interests hereby insured shall constitute a charge under this policy.

In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the shipowner is not responsible, by statute or contract or otherwise, the Assurers agree to contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the subject matter insured.

Seaworthiness of vessel and/or craft is hereby admitted as between the Assurers and the Insured and these Assurers hereby waive all right of subrogation against any vessel or craft belonging in part or in whole to a subsidiary and/or affiliated corporation and/or company of the Assured or against their owners except through General Average.

The terms and conditions of this form are to be regarded as substituted for those of the policy to which it is attached, the latter being hereby waived.

Attached to and made part of Policy No. \_\_\_\_\_ of the \_\_\_\_\_

**Unless physically deleted by the underwriters the following warranties shall be paramount and shall supercede and nullify any contrary provision of this rider:**

Notwithstanding anything herein contained to the contrary, this insurance is warranted free from capture, seizure, arrest, restraint, confiscation, preemption or nationalization, and the consequences thereof or any attempt thereof, whether in time of peace or war and whether lawful or otherwise; also warranted free, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or by any mine or torpedo, also warranted free from all consequences of hostilities or warlike operations (whether or not), but this warranty shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purposes of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Warranted free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrences or disorder.