

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**American Institute
Pollution Exclusion Clause (P&I)
and Buy Back Endorsement A
- Amended**

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY FORM

This Policy will not indemnify the Assured against any sum(s) paid, nor insure against any liability, with respect to any loss, damage, cost, liability, 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 or potential discharge emission, spillage or leakage upon or into the seas, waters, land or air, of oil, petroleum products, chemicals or other substances of any kind or nature whatsoever,

In consideration of an additional premium of \$included, the above Pollution Exclusion Clause (P&I) shall not apply to sums paid, or liability of the Assured provided that:

1. The accident was caused by some intervening event, was accidental and was neither expected nor intended by the Insured; and
 2. The accident is identified as commencing at a specific time and date during the term of this policy; and
 3. The accident becomes known to the Insured within **72 hours** after its commencement, and is reported to the Company within **30 days** thereafter; and
 4. The accident did not result from the Insured's intentional and willful violation of any government statute, rule or regulation; and
 5. The accident and resulting loss emanated from a watercraft.
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1. For loss of life of, or bodily injury to, or illness of, any person, or,
 2. For loss, damage or expense to any cargo or property carried on board the insured Vessel(s); or.
 3. For loss, damage or expense to any cargo or property on board any other vessel or contained or stored ashore unless such sums are paid, or liability is imposed, as a result of contact of such cargo or property with oil, petroleum products, chemicals or other substances of any kind or nature whatsoever arising in consequence of their sudden and accidental discharge, emission, spillage or leakage upon or into the seas, waters, land or air; or

4. For contamination of any cargo or property 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, including any deductible provisions, of this Policy shall remain unchanged.

SPECIMEN