

INSTITUTE AMENDED RUNNING DOWN CLAUSE

It is further agreed that if the Vessel hereby insured shall come into collision with any other vessel and the Assured shall in consequence thereof become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision for:

- loss of or damage to any other vessel or property on any other vessel,
- delay to or loss of use of any such other vessel or property thereon, or
- general average of salvage of, or salvage under contract of, any such other vessel or property thereon,

the Underwriters will pay the Assured such proportion **of three-fourths** of such sum or sums so paid as their respective subscriptions hereto bear to the value of the Vessel hereby insured, provided always that their liability in respect of any one such collision shall not exceed their proportionate part of three-fourths of the value of the Vessel hereby insured, and in cases in which, with the prior consent in writing of the Underwriters, the liability of the Vessel has been contested or proceedings have been taken to limit liability, they will also pay a like proportion of three-fourths of the costs which the Assured shall thereby incur or be compelled to pay; 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 Owners of 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 collision.

Provided always that this Clause shall in no case extend or be deemed to extend to any sum which the Assured may become liable to pay or shall pay for or in respect of:

- *removal or disposal, under statutory powers or otherwise, of obstructions, wrecks, cargoes or any other thing whatsoever,*
- *any real or personal property or thing whatsoever except other vessels or property on other vessels,*
- *pollution or contamination of any real or personal property or thing whatsoever (except other vessels with which the insured Vessel is in collision or property on such other vessels)*
- *the cargo or other property on or the engagements of the insured Vessel,*
- *loss of life, personal injury or illness.*