

"(b) The value of the cargo is its actual cost to the insured, when laden on board, or where the cost cannot be ascertained, its market value at the time and place of lading, adding the charges incurred in purchasing and placing it on board, but without reference to any loss incurred in raising money for its purchase, or to any drawback on its exportation, or to the fluctuation of the market at the port of destination, or to expenses incurred on the way or on arrival;

"(c) The value of freightage is the gross freightage, exclusive of primage, without reference to the cost of earning it; and

"(d) The cost of insurance is in each case to be added to the value thus estimated.

"SEC. 164. If cargo insured against partial loss arrives at the port of destination in a damaged condition, the loss of the insured is deemed to be the same proportion of the value which the market price at that port, of the thing so damaged, bears to the market price it would have brought if sound.

"SEC. 165. A marine insurer is liable for all the expenses attendant upon a loss which forces the ship into port to be repaired; and where it is stipulated in the policy that the insured shall labor for the recovery of the property, the insurer is liable for the expense incurred thereby, such expense, in either case, being in addition to a total loss, if that afterwards occurs.

"SEC. 166. A marine insurer is liable for a loss falling upon the insured, through a contribution in respect to the thing insured, required to be made by him towards a general average loss called for by a peril insured against: *Provided*, That the liability of the insurer shall be limited to the proportion of contribution attaching to his policy value where this is less than the contributing value of the thing insured.

"SEC. 167. When a person insured by a contract of marine insurance has a demand against others for contribution, he may claim the whole loss from the insurer, subrogating him to his own right to contribution. But no such claim can be made upon the insurer after the separation of the interests liable to contribution, nor when the insured, having the right and opportunity to enforce contribution from others, has neglected or waived the exercise of that right.

"SEC. 168. In the case of a partial loss of ship or its equipment, the old materials are to be applied towards payment for the new. Unless otherwise stipulated in the policy, a marine insurer is liable for only two-thirds (2/3) of the remaining cost of repairs after such deduction, except that anchors must be paid in full.

"TITLE 2

"FIRE INSURANCE

"SEC. 169. As used in this Code, the term *fire insurance* shall include insurance against loss by fire, lightning, windstorm, tornado or earthquake and other allied risks, when such risks are covered by extension to fire insurance policies or under separate policies.

"SEC. 170. An alteration in the use or condition of a thing insured from that to which it is limited by the policy made without the consent of the insurer, by means within the control of the insured, and increasing the risks, entitles an insurer to rescind a contract of fire insurance.

"SEC. 171. An alteration in the use or condition of a thing insured from that to which it is limited by the policy, which does not increase the risk, does not affect a contract of fire insurance.

"SEC. 172. A contract of fire insurance is not affected by any act of the insured subsequent to the execution of the policy, which does not violate its provisions, even though it increases the risk and is the cause of the loss.