

MARINA OPERATORS LIABILITY CLAUSE

- 1) In consideration of the payment of premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, the Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become obligated to pay by reason of the liability imposed upon him (them) by law for loss of or damage to private pleasure and/or commercial watercraft and their motors, the property of others, while in his (their) care, custody or control of the premises schedule in Clause 2 for any of the operations listed below :-
 - A) Repair, Alteration or maintenance
 - B) Storage
 - C) Mooring at slips, spaces or buoys rented by the Insured
 - D) Hauling out or launching not in connection with operation A or B
 - E) Fuelling and miscellaneous servicing of a transient nature

- 2) The Insurers shall be liable in respect of covered operations only at the Assured's premises, including adjacent moorings and while being shifted or moved by land or water within twenty five miles of such premises in connection with covered operations.

- 3) The Insurers shall be liable only for the excess over and above US\$ as agreed of the aggregate of claims under all operations covered by this policy arising out of any one loss, accident or occurrence, and its maximum liability arising out of any one loss, accident or occurrence at any scheduled premises shall not exceed the amount listed below including the cost of legal defence as described in Clause 7.

Limit of Liability
US\$ as agreed.

- 4) The Insured, by the acceptance of this policy, warrants and agrees to keep a complete and accurate record of all gross charges for operations covered by this policy, which record shall be open to examination by representatives of Insurers at all times during business hours, and further agrees to make an annual report thereof (collected and uncollected charges) if required by Insurers.

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- 5) This policy is issued in consideration of a Premium of US\$ as agreed.
- 6) Notwithstanding the foregoing, it is hereby expressly understood and agreed that this policy does not cover against nor shall any liability attach hereunder:
- (a) For death or personal injury;
 - (b) For any liability assumed under contract or otherwise in extension of the liability imposed upon the Insured by law;
 - (c) For any loss or damage caused by or resulting from exceeding the registered or rated lifting capacity or any lift devices, Marine Railway or Drydock;
 - (d) For loss due to infidelity or any act of a dishonest character on the part of the Insured or his (their) subcontractors or employees;
 - (e) For loss of or damage to property held for sale;
 - (f) For loss of or damage to property used by the Insured for rental or chartering purposes;
 - (g) For loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Insured except as to any excess over and above the amount recoverable thereunder;
 - (h) In respect of damage to covered property which occurred while in the care, custody or control of the Insured, unless discovered by the other within sixty days of delivery of the property to the owner;
 - (i) In respect of costs or expenses to make good faulty workmanship, materials or design caused or provided by the Insured;
 - (j) For loss, damage or expense caused by or resulting from:
 - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or
 - (b) by military, naval or air forces, or
 - (c) by an agent of any such government, power, authority or forces;

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- (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority.
- (k) For any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately or remotely caused thereby, or be in whole or in part caused by or contributed to, or aggravated by the risks and liabilities insured under this Policy, and whether based on the Insured's negligence or otherwise.
- 7) The Insurers agree to indemnify the Insured to the extent of this policy's proportion of legal costs or fees or expenses of counsel occasioned by the defence of any claim against the insured for any liability or alleged liability of the Insured covered by this policy provided that such costs, fees or expenses are incurred with the prior written consent of the Insurers. The Insurers shall have the option of naming attorneys to represent the Insured in the defence of any claim, insured hereunder, made against the Insured and the Insurers may exercise direction and control of the said defence. The Insured shall cooperate with the Insurers and shall not assume any obligations, admit any liability, or incur any expense for which the Insurers may be liable, without prior written approval.
- 8) It is further stipulated and is a consideration for this insurance that in the event of any occurrence which may result in loss, damage and/or expense, for which the Insurers are or may become liable under this insurance, notice thereof shall be given to the Insurers as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to the Insurers.
- 9) In respect of any accident or occurrence likely to give rise to a claim under this Insurance, the Insured is obligated to and shall take such steps to protect his (and the Insurer's) interests as would reasonably be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the insured shall make or shall have made any admission of liability either before or after such accident or occurrence.

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- 10) It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Insured has been determined by final judgement against the Insured or by agreement between the Insured and the Claimant with the written consent of the Insurers ; in the event the Insured shall fail or refuse to settle any claim, as authorised by the Insurers, the liability of the Insurers to the Insured shall be limited to the amount for which settlement could have been made.
- 11) Whenever required by the Insurers, the Insured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with the Insurers in all matters which the Insurers may deem necessary in the defence of any claim or suit or appeal from any judgement in respect of any occurrence as herein before provided.
- 12) In the event of any accident, loss, damage or injury for which claim may be made under this policy, the Insured agrees to subrogate to the Insurers all rights which the Insured may have against any other person or entity with respect to said accident, loss or occurrence, in case of any agreement or act, past or future, by the Insured, whereby any right of recovery of the Insured against any person or entity, is released or lost, which would, on payment of loss by the Insurers belong to the Insurers but for such agreement or act, this insurance shall be vitiated to the extent that the Insurer's right of subrogation has been impaired thereby ; provided, however, that the right of the Insurers to retain or recover any premium paid or due hereunder shall not be affected. The costs and expense of prosecuting any claim, suit, action or arbitration in which the Insurers shall have an interest by subrogation or otherwise, shall be divided between the Insured and the Insurers proportionately to the amount which they would be entitled to receive respectively if such prosecution, should be successful. It is agreed that the Insurers waive any right of subrogation against any subsidiary, affiliated or interrelated Company of the Insured, excepting to the extent that any such Company is insured against the liability asserted.
- 13) No claim or demand against the Insurers under this policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Insured, shall acquire any rights against the Insurers by virtue of this insurance without the expressed consent of the Insurers.

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- 14) No action shall lie against the Insurers for the recovery of any loss sustained by the Insured unless such action be brought against the Insurers within one (1) year after the final judgement or decree is entered in the litigation against the Insured, or in case the claim against the Insurers accrue without the entry of such final judgement or decree, unless such action be brought with one (1) year from the date of the payment of such claim ; provided, however that where such limitation of time is prohibited by the laws of the State wherein this policy is issued, then and then and in that event no action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state.
- 15) This policy may be cancelled by either party on giving the other or its agent thirty (30) days notice in writing, earned premium to be adjusted in accordance with Clause 5 based on gross charges earned by the Insured up to the effective date of cancellation.
- 16) All other terms and conditions of this policy not in conflict herewith remain unchanged.