



EAGLE OCEAN AMERICA

ADDITIONAL COVERAGE CLAUSES

It is hereby noted and agreed that cover hereunder is extended to indemnify the insured against all those liabilities, losses, costs and expenses for which the insured may become liable as set out below, subject always to all other provisions of the General Terms and Conditions of Cover (1.1.2013) governing this insurance including, but not limited to, the limit of liability to which this insurance is subject, and all the other provisions thereof, of which this additional coverage forms an integral part.

Extended Tower's Liability

Cover hereunder is extended to include all those losses, costs and expenses for which the insured may become liable under the terms of the contract for towage of an insured vessel. The insured shall also be entitled to recover from the insurer in respect of loss of or damage to any vessel or object or any cargo carried thereon being towed by the insured vessel, with costs and expenses incidental thereto, to the extent to which such losses, costs and expenses exceed the amount recoverable under the hull policy in respect of the insured vessel.

Extended Removal of Wreck

Cover hereunder is extended to include all those losses, costs and expenses covered by Part Two, Section I.6 herein where the insured's liability arises in respect of a non-insured towed vessel or object, including any cargo or other property carried thereon.

Extended Cargo Liability

Notwithstanding the terms of Part Two, Section I.7 and 11 herein, cover hereunder is extended to include all those losses, costs and expenses for which the insured may become liable in respect of cargo or other property intended to be or being or having been carried on an insured vessel to the extent to which such losses, costs and expenses would not have been incurred or payable by the insured if the cargo or other property had been carried on terms no less favorable to the insured than the standard terms of carriage set out in Proviso a. to Part Two, Section I.7.4.

Contractual Liability

Cover hereunder is extended to include all those losses, costs and expenses for which the insured may become liable relating to risks set out under Part Two herein, but which under the terms of a contract, indemnity or guarantee made by or on behalf of the insured relating to facilities or services provided or to be provided by or to an insured vessel would otherwise be excluded by Part Three, Section II.8.

Specialist Operations

Notwithstanding the provisions of Part Three, Section II.9 herein, cover hereunder is extended to include all those losses, costs and expenses for which the insured may become liable arising

from claims brought against the insured by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the insured's operations.

Additional Insured and Waivers of Subrogation

Privilege is hereby granted the insured to name others as required by contract or for whom the insured is performing work as an additional insured hereunder waiving rights of subrogation accordingly. Privilege is also granted the insured to release from liability others as required by contract or for whom the insured is performing operations or who are performing operations for the insured; and the insurer waives all rights of subrogation against any party so released. Any language or wording required to be incorporated into the terms of entry by parties thus favored by the insured shall be deemed to be incorporated herein.

There shall be no recourse against any additional insured hereunder for payment of premium.

It is also noted and agreed that there is no requirement to list the parties who have been named and waived as additional insured hereunder by the insured.

“Other Than Owners” Clause

Cover hereunder is extended to additional insured other than owners recognizing that they may not be able to limit their liability, and any provision in the General Terms and Conditions of Cover (1.1.2013) deeming that any additional insured's cover is limited to that which the owner or insured would have been able to limit had the claim been enforced against the owner or insured in the first instance, is hereby considered void and of no effect, as may be required by contract.

This insurance shall also be deemed primary as may be required by contract.

Indemnity and Insurance Clauses in Contract: Incorporation of the Insured's Liabilities Arising Therefrom into the Cover

(For use in those cases where the terms of an indemnity or insurance clause in a particular contract between the insured and a third-party are required to be given effect)

Cover hereunder is extended to include all those losses, costs and expenses for which the insured may become liable in excess of those provided for under the General Terms and Conditions of Cover (1.1.2013) governing this insurance by reason of the insured having assumed liabilities, by contract, indemnity or guarantee as set out in the clause contained below, being the relevant extract from such contract, indemnity or guarantee.

(Provisions of relevant clause)