

Marina Additional Assured Clause

Notwithstanding the fact that such parties as advised are hereby named in their capacity as Additional Assured under this Policy, this cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the original Assured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable hereunder by the original Assured had such claim been made or enforced against him. Once indemnification hereunder has been made there shall be no further liability hereunder to make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.

All rights granted to us together with all duties of an assured under the original insuring agreement shall also apply to any other named Additional Assured jointly.

Nothing in this agreement shall be construed as extending coverage to indemnify the Additional Assured for their own negligent act, omission or those of their employees, servants, agents or sub-contractors whether they be deemed independent or otherwise that would be their own legal liability. Nor shall this clause be construed as a waiver of any rights of subrogation of the original assured against the named Additional Assured for damages caused by the Additional Assured's negligent act or omission or breach of contractual obligations or as may be granted at law.

In consideration of this the Additional Assured hereby waives any exculpatory language term or condition set out within any agreement that exists or may exist between the original assured and themselves whether such language, term or condition seeks to limit the liability or otherwise of the Additional Assured to the original Assured.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.