

**AMERICAN INSTITUTE  
 FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES  
 (January 1, 2002)**

**8A**

To be attached to and form part of policy No. \_\_\_\_\_ of the \_\_\_\_\_.

1. Insures \_\_\_\_\_  
 (hereinafter called the Assured) against excess liabilities of the Assured as hereinafter described and subject to the terms and conditions hereinafter set forth, in respect only of the liabilities or expenses for which a premium is shown in the following schedule:

<u>SECTIONS</u>	<u>COVERED</u>	<u>PREMIUM</u>
(a) Excess Protection & Indemnity	[ ]	_____
(b) Excess Collision Liability	[ ]	_____
(c) Excess Collision, Including Tower's Liability	[ ]	_____
(d) Excess General Average & Salvage	[ ]	_____
(e) Excess Sue and Labor Charges	[ ]	_____
(f) Excess Ship Repairer's Legal Liability	[ ]	_____
(g) Excess Charterer's Legal Liability	[ ]	_____
(h) Excess Wharfinger's and/or Safe Berth Liability	[ ]	_____
(i) Excess _____	[ ]	_____
		_____ Total

2. Period: At and from the \_\_\_\_\_ day of \_\_\_\_\_.  
 To the \_\_\_\_\_ day of \_\_\_\_\_.  
 Beginning and ending with \_\_\_\_\_ time.

**3. LIMIT OF LIABILITY**

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these Underwriters shall not be liable under this Policy for more than \_\_\_\_\_ any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters under any individual section of this Policy exceed the limit of liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event.

**EXCESS PROTECTION AND INDEMNITY**

(a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the limits of liability of the primary policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**EXCESS COLLISION**

(b) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

**EXCESS COLLISION INCLUDING TOWER'S LIABILITY**

- (c) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause incorporating tower's liability of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision and tower's liability) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision and /or tower's liability exceeding the amounts insured against collision and tower's liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance. These Underwriters shall not be required to indemnify the Assured under Section (b) of this Policy with respect to any vessel insured under this Section (c).

#### **EXCESS GENERAL AVERAGE AND SALVAGE**

- (d) These Underwriters agree to indemnify the Assured for General Average and Salvage not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of contribution to General Average or Salvage charges, the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

#### **EXCESS SUE AND LABOR CHARGES**

- (e) These Underwriters agree to indemnify the Assured for Sue and Labor charges not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any) described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of ascertaining the amounts recoverable under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), the liability under this Policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

#### **EXCESS SHIP REPAIRER'S LEGAL LIABILITY**

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

#### **EXCESS CHARTERER'S LEGAL LIABILITY**

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

#### **EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY**

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**EXCESS** \_\_\_\_\_

- (i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the \_\_\_\_\_ policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**GENERAL CONDITIONS**

4. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
5. In the event the Assured or the Underwriters on the Primary Policies elect not to appeal a judgement in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.
6. In the case of any payment made hereunder, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment made hereunder by these Underwriters shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this Policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the proportion that their respective recoveries are finally settled.
7. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this Policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underwriters or any of them of the Primary Policies or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions this Policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the Primary Policies and any amendments thereto at their request.
8. The term "Assured" is used severally and not collectively, but the inclusion herein of more than one Assured shall not operate to increase the liability of these Underwriters.

9. The Assured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.
  
10. Either these Underwriters or the Assured may cancel this insurance by giving the other thirty (30) days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium 30 days after attachment, or of any additional premium when due, this insurance may be cancelled by Underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, the Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.
  
11. This insurance shall cover only those excess liabilities specified in paragraph 1, for not exceeding the amounts specified under Limit of Liability in Column "A" below, being excess of Primary Limits specified in Column "B" below, but subject to the terms and conditions otherwise specified herein.

The listing below of Primary Policies which include risks not otherwise insured against under this Policy shall not be deemed to be an acceptance by these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self-insured retention under any Primary Policies.

**SCHEDULE OF INSURANCES**

<b>Location or Vessel</b>	<b>Section(s) Applicable</b>	<b>Column "A" Excess Limit of Liability</b>	<b>Column "B" Primary Limit of Liability</b>