

PROTECTION AND INDEMNITY CLAUSES (U.S.)

Issued by Thomas Miller Specialty

- A) Notwithstanding anything to the contrary contained in this Certificate it is hereby understood and agreed that this Certificate is subject to the following exclusions and that this cover shall not apply to:
- i) any claims arising out of paragraphs 8 and 13 of the SP-23 Form, or any other claim in respect of equipment or property within the care, custody or control of the Assured;
 - ii) any claims for loss, damage, liability or expense arising directly or indirectly from pollution or contamination by any substance whatsoever;
 - iii) any liability imposed on the Assured as punitive or exemplary damages, howsoever described;
 - iv) any claim for illness, bodily or personal injury or death, or loss of, damage to or loss of use of property directly or indirectly caused by asbestos and/or lead;
 - v) any claim relating to loss, damage, liability or expense incurred by the Assured during the course of performing specialist operations (including but not limited to, dredging, well-stimulation cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spillage response or professional oil spillage response training (but excluding fire-fighting)) to the extent that such loss, damage, liability or expense arises as a consequence of :-
 - (a) claims brought 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 operation; or
 - (b) the failure to perform such operations by the Assured, or the fitness for purpose and quality of the Assured's work, products or services including any defect in the Assured's work, products or services; or
 - (c) any loss of or damage to the contract work;Provided that this exclusion under this paragraph 5 shall not apply to any claim in respect of
 1. loss of life, injury or illness of crew and other personnel on board the insured vessel and
 2. wreck removal of the insured vessel;
 - vi) any claim arising out of waste incineration or disposal operations carried out by the Assured;
 - vii) any claim arising out of the operation by the Assured of submarines, mini submarines or diving bells;
 - viii) any claim arising in respect of divers or diving operations;
 - ix) any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HILV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variation thereof or in any way related to Acquired Immune Deficiency Syndrome or condition of a similar kind howsoever it may be named.
 - x) any claim in respect of collision with any other vessel wholly or partly within the same ownership and/or management.
- B) Unless otherwise specially endorsed hereon, this Certificate does not cover excess collision liability (and/or excess tower's liability in the case of a tug).
- C) Unless otherwise specially endorsed hereon, all vessels engaged in towing which are insured hereunder are deemed to be fully insured under the terms of the American Tug Syndicate Form (August 1st 1976) 53R-1 and all other vessels are deemed to be fully insured under the American Institute Hull Clauses (June 2nd 1977).
- D) The Institute Radioactive Contamination Exclusion Clause (1.10.90) shall be deemed to be incorporated into the terms of this Certificate.
- E) It is understood that liability hereunder in respect of loss, damage, costs, fees expenses and/or claims arising out of, or in consequence of, any one occurrence is limited to the amount hereby insured.



- F) It is understood and agreed if and when the Assured or any additional Assured under this Policy is entitled to limit his liability, the liability hereunder as to that Assured or additional Assured shall not exceed the amount of such limitation.
- G) It is warranted that the Assured fully complies with U.S Coastguard regulations with respect to manning and navigation requirements.
- H) **SEVERAL LIABILITY NOTICE**
The subscribing insurers' (reinsurers') obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers (reinsurers) are not responsible for the subscription of any co-subscribing insurer (reinsurer) who for any reason does not satisfy all or part of its obligations.
- I) Notwithstanding anything else to the contrary, this insurance is subject to English law and practice and any dispute arising under or in connection with this insurance is to be referred to Arbitration in London, one Arbitrator to be nominated by the Assured and the other by Thomas Miller Specialty on behalf on Underwriters. The Arbitration shall be conducted pursuant to exclusive supervision of the English High Court of Justice. In case the Arbitrators shall not agree, then the dispute shall be submitted to an Umpire to be appointed by them. The award of the Arbitrators or the Umpire shall be final and binding upon both parties. In the event of a conflict between this clause and any other provision of this insurance, this clause shall prevail and the right of either party to commence proceedings before any Court or Tribunal in any other jurisdiction shall be limited to the process of enforcement of any award hereunder.
- J) The Thomas Miller Specialty Claims Notification Clause (20.2.92) shall be deemed to be incorporated into the terms of this Certificate.
- K) This Certificate may be cancelled by the Underwriter or the Assured upon thirty (30) days written or telegraphic notice. The Underwriters may send notice to the broker of record at the time. **Cancelling Returns Only.**
- L) **In the event of the actual or constructive total loss of any scheduled vessel, coverage in respect of that vessel is cancelled with immediate effect except as regards liabilities, losses and expenses flowing directly from the casualty which gave rise to the loss of the vessel and the premium is deemed to be fully earned and no return will be due.**
- N.B. **This Certificate is one of indemnity and this principle may only be varied at the sole discretion of and on terms to be decided by Thomas Miller Specialty.**

THOMAS MILLER SPECIALTY CLAIMS NOTIFICATION CLAUSE (20.2.92)

Notwithstanding anything else to the contrary contained in this policy, it is hereby agreed that the insurers hereunder are not liable for any loss, damage, injury, expense, cost or claim whatsoever which otherwise would be recoverable under this policy of insurance, unless notice of such loss, damage, injury, expense, cost or claim or circumstances which have not but may give rise to a claim against the Assured is given in writing within 36 months from the expiry date of this policy.

If the aforesaid 36 month period relating to written notifications to insurers is invalidated by any law to which the Assured is subject, then such period shall be deemed to be amended to the minimum period permitted by such law.

It is understood and agreed by the Assured, that, in the event of any occurrence which may result in loss, damage, injury, expense of claim for which Insurers hereunder are or may become liable under this policy, notice thereof shall be given to said Insurers as soon as practicable and, further, that any and every notice of claim, pleading and paper of any kind relating to such occurrence, shall be forwarded promptly on behalf of the Assured to these Insurers.

