

TERMINAL OPERATOR'S LEGAL LIABILITY ENDORSEMENT (01-05-17)

The following coverage is provided in accordance with Part I, Section 8 of the policy and is subject in all respects to the terms, conditions and exclusions contained in Parts I, II and III of this policy unless otherwise specifically provided herein:

1. Insuring Agreement

The Underwriters hereby agree, subject to the limitations, exclusions, terms and conditions of the policy to which this Endorsement forms a part and as hereinafter provided, to pay on behalf of the **Named Insured** all sums which the **Named Insured** shall become legally obligated to pay as compensatory damages because of the **Named Insured's** liability as operator of the terminal at the location(s), as per schedule attached, (hereafter referred to as the terminal) for :

- (i) loss of or damage to vessels and/or craft including loss of use arising therefrom, their equipment, and cargo, (including the cost of or expense of the removal of wreck of such property), the property of others, while docking, undocking, loading, unloading, or bunkering and while at the terminal facilities owned or operated by the **Named Insured**;
- (ii) loss of or damage to any other vessel and/or craft, the property and/or equipment of others, directly resulting from or arising out of the docking, undocking, loading, unloading, or bunkering of vessels and/or craft;
- (iii) loss of or damage to the property of others in the care, custody or control of the **Named Insured**;
- (iv) **bodily injury** directly resulting from or arising out of the operations described in (i), (ii) and (iii) above;

provided, however, with respect to the inclusion of the **Named Insured's** liability for the cost or expenses of or incidental to the removal of wreck as set forth in 1(f), it is agreed that such cost or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the **Named Insured**. These expenses shall be payable even though the **Named Insured** may have no statutory, legal or assumed obligation or liability to do so.

2. Exclusions

Notwithstanding anything contained herein to the contrary and in addition to the exclusions elsewhere in the policy this Endorsement shall not cover any liability:

- (i) for any loss or damage to property owned, leased or rented by the **Named Insured**;
- (ii) for loss, damage or expense arising out of the operation of any vessel or craft owned or operated by the **Named Insured** or any affiliated or subsidiary concern or party;
- (iii) for any damage to, or destruction of, or loss of any property from theft, conversion or other unlawful act performed by the **Named Insured**, their employees or agents;
- (iv) for forged warehouse receipts or forged Bills of Lading;
- (v) for seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- (vi) where vessels and/or craft intentionally take ground unless such is customary at the terminal facilities owned or operated by the **Named Insured**;
- (vii) of the **Named Insured** for loss, damage, or expense to property directly or indirectly caused by wear, tear or gradual deterioration, inherent vice, evaporation, or mysterious disappearance;



- (viii) arising out of any error or omission by the **Named Insured** in documenting, ticketing, invoicing, stock-taking, or checking cargo and/or goods in or out of storage;
- (ix) for **bodily injury** or **property damage** directly or indirectly resulting from mixing or blending operations performed by the **Named Insured**;
- (x) for loss, damage or expense caused by or resulting from the exceeding of the registered or rated lifting capacity of any crane or lifting device.

All other terms and conditions remain unchanged.

