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**WHARFINGERS LEGAL LIABILITY ENDORSEMENT**

**1. Insuring Agreement**

- (a) 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 **Insured** all sums which the **Insured** shall become legally obligated to pay as compensatory damages because of the **Insured's** liability as wharfingers for:
- (i) loss of or damage to vessels and/or craft, their equipment, cargo, freight, and other interests on board (including the cost of or expense of the removal of wreck of such property), the property of others, while at the landing or mooring facility of the **Insured** or in the **Insured's** care, custody or control as wharfinger owner or operator at the **Insured's** location(s) named below:
  - (ii) loss of or damage to the property of others arising out of the custodianship of the vessels described in subparagraph 1 (a) (i);
  - (iii) **bodily injury** directly resulting from or arising out of the operations described in (i) or (ii) above.
- (b) with respect to the inclusion of the **Insured's** liability for the cost or expense of the removal of wreck as set forth in subparagraph 1(a) (i) above, it is agreed that such cost or expense shall be reduced by the net proceeds of salvage that may inure to the benefit of the **Insured**.

**2. Limit of Liability**

The limit of liability for the Insurance provided under this Endorsement shall be as stated in Section D of the Marine General Liability Policy.

**3. Deductible**

The Underwriters shall only be liable for compensatory damages in excess of the deductible amount as stated in the Declaration page of the policy.

**4. 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 **Insured**;
- (ii) for loss, damage or expense arising out of the operation of any vessel or craft owned or operated by the **Insured** or any affiliated or subsidiary concern or party;
- (iii) for payments under penalty clauses, detention, demurrage, loss of time, loss of freight, loss of charter, loss of market, or any other consequential loss whatsoever.

Named Location(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other terms and conditions remain unchanged.

