

MARINE LEGAL LIABILITY

WHARFINGER'S LIABILITY

1. For account of the Assured
2. Loss, if any, payable to the Assured or Order
3. Insuring Agreement to cover the legal liability of the Assured as respects to:
 - A. Physical loss of or damage to barges and vessels, their equipment, cargo freight and other interest on board (including the cost or expense or incidental to the removal of wreck of such property) while said property is in the care, custody or control of the Assured at Assured's landing or wharf facility(s);
 - B. Physical loss of or damage to the property of others arising out of the custodianship of vessels described in (A);
 - C. Loss of life or bodily injury arising out of the custodianship of the vessels described in A. above, but always excluding:
 - (1) Liability to any employees of the Assured;
 - (2) Liability to any employees of the Assured's contractors and subcontractors;
 - (3) Liability to any person in the event that the occurrence resulting in loss of life or bodily injury took place on the premises of the Assured including on their piers/wharves and on board vessels in their care, custody or control.
 - D. Legal costs, fees and/or expenses of counsel occasioned by the defense of any claim from B. or C. above provided that such costs, fees and/or expenses are incurred with the prior written consent of underwriters.
4. Notwithstanding the foregoing, it is hereby expressly understood and agreed that this insurance does not cover against nor shall any liability attach hereunder for loss:
 - A. For loss, damage or expense assumed under contract or otherwise in extension of the liability imposed upon the Assured by law;
 - B. Loss, damage or expense caused by or arising out of the loading, unloading or storage of cargo;
 - C. For loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured;

- D. For loss, damage or expense for Collision Liability, Towers Liability or Protection and Indemnity Liability, arising out of the operation of any vessel or craft owned or operated by the Assured and/or any affiliated or subsidiary concern or affiliated and/or subsidiary individual or party;
- E. For loss, damage or expense to property owned, leased or loaned to the Assured;
- F. For loss, damage or expense to vessels or craft stored by the Assured;
- G. For loss, damage or expense arising out of vessel repairing, construction, alteration or conversion;
- H. For loss, or expense arising to vessels owned, leased, rented or chartered by the Assured;
- I. For loss, damage or expense for that portion of any loss or damage of which the Assured has been released of liability;
- J. For loss, damage or expense due to infidelity or any act of dishonest character on the part of the Assured or their subcontractors; or their employees;
- K. For damage or expense arising from demurrage, delay or loss of market;
- L. For loss, damage or expense to property directly or indirectly caused by moths, vermin, ordinary wear or tear, inherent vice, or gradual deterioration;
- M. For loss, damage or expense resulting from any unexplained loss or damage, mysterious disappearance or inventory shortage;
- N. For loss, damage or expense arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if discharge, dispersal, release or escape emanates from a vessel;
- O. For loss, damage or expense caused by or resulting from strikes, lockouts, disturbances, riots or civil commotions;
- P. For loss, damage or expense arising from any nuclear incident, reaction, radiation or radioactive contamination;
- Q. For loss, damage or expense caused by or resulting from hostile or warlike action in time of peace or war including action in hindering, combating or defending against in actual impending or expected attack:
 - (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or
 - (2) by military, naval or air forces; or
 - (3) by an agent of any government, power, authority or forces.

- R. For loss, damage or expense arising from any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- S. For loss, damage or expense arising from insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against any such occurrence, 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.

5. **LIMIT OF LIABILITY**

This company shall not be liable for more than the amount shown in the Declarations any one loss, accident or occurrence for all coverages combined, including legal costs fees and/or expenses.

6. **DEDUCTIBLE**

No claim shall be payable under this policy unless the aggregate liability for any one loss, accident or occurrence for all coverage combined, including legal costs, fees, and/or expenses, exceeds the sum of the amount shown in the Delcarations, and this sum shall be deducted from the amount payable hereunder for each loss, accident or occurrence.

7. **PREMIUM**

This policy is issued in consideration of a minimum and deposit premium of the amount shown in the Declarations. The earned premium shall be computed in the method hereinafter described and earned premium in excess of the minimum and deposit premium shall be immediately due and payable upon filing the Annual Report. The Assured, by acceptance of this policy, warrants and agrees to keep a complete and accurate record of the date and hour of arrival at and the date and hour of departure from the facilities covered of each vessel at risk under this Policy. With respect to any loading or discharging operations at the facilities covered, the Assured further warrants and agrees to keep a complete and accurate record of the types and quantities of cargo handled and of the payroll and gross receipts attributable to such operations. Such records shall be open to examination by representatives of this Company at all times during business hours, and the Assured agrees to make an Annual Report thereof to this Company within thirty (30) days after the expiration of this policy.

8. **FACILITIES COVERED**

Such coverage as is afforded by this policy shall apply only to the Assured's landing or wharf facilities at the following location:

- 1.
- 2.
- 3.

9. **CANCELLATION**

This policy may be cancelled by either party, provided thirty (30) days written notice be given by each to the other.

10. **GENERAL CONDITIONS**

- A It is further stipulated and is a consideration for this insurance that in the event of an occurrence which may result in loss, damage and/or expense for which this Company is or may become liable under this insurance, notice thereof shall be given to this Company as soon as practicable, and further, that any and every process, pleading and paper of any kind relating to such occurrence shall be forwarded promptly to this Company.
- B In respect of any accident or occurrence likely to give rise to a claim under this insurance, the Assured is obligated to and shall take such steps to protect its (and this Company's) interest as would reasonable be taken in absence of this or similar insurance. This insurance, however, shall be void and of no force or effect, in respect of any accident or occurrence, in the event the insured shall make or shall have made any admission of liability either before or after such accident or occurrence or in the event the insured shall interfere in any negotiations of this Company for settlement or in any legal proceedings in respect of any claim for which this Company is or may be liable under this insurance.
- C Whenever required by this Company, the Assured shall aid in securing information, evidence, obtaining of witnesses, and cooperate with this Company (except in a pecuniary way) in all matters which this Company may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrence as hereinbefore provided.
- D It is expressly understood and agreed that no liability shall attach under this insurance until the liability of the Assured has been determined by final judgment against the Assured or by agreement between the Assured and the plaintiff with the written consent of this company; in the event the Assured shall fail or refuse to settle any claim, as authorized by this Company, the liability of this Company to the Assured shall be limited to the amount for which settlement could have been made.
- E With respect to the inclusion of the Assured's liability for the cost or expenses of or incidental to the removal of wreck as set forth in Clause 3(a), it is agreed that such costs or expenses shall be reduced by the net proceeds of salvage that may inure to the benefit of the Assured. It is also a condition of this coverage that every reasonable effort shall be made to have the appropriate Government Jurisdictional Authorities assume responsibility and expenses for removal of such wreck before claim is made hereunder.
- F This Company shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any claim or payment made under this policy, to the extent of such payment, and the Assured shall, upon the request of this Company, execute all documents necessary to secure to this Company such rights.

- G No claim or demand against this Company under this Policy shall be assigned or transferred, and no person, excepting a legally appointed receiver of the property of the Assured, shall acquire any rights against this Company by virtue of this insurance without the expressed consent of this Company.

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