

STEVEDORES 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 stevedores for:

- (i) loss of or damage to the property of others as a result of an accident or occurrence in respect of or in connection with work and/or operations performed by the **Named Insured** and where such property is in the care, custody or control of the **Named Insured**;
- (ii) loss of or damage to the property of others arising out of the ownership, maintenance or use of dock trucks, tractors, jitneys, trailers and other stevedoring conveyances and other equipment, incidental to the **Named Insured's** work and/or business as stevedores, but this Endorsement shall not cover liability of the **Named Insured** where the same is insured under Automobile Property Damage Liability Policies of the **Named Insured**;
- (iii) **bodily injury** directly resulting from or arising out of the operations described in (i) and (ii) above.

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 payments under penalty clauses, detention, demurrage, loss of time, loss of freight, loss of charter, loss of market or any other consequential loss whatsoever;
- (iii) for collision liability, tower's liability or other liability arising out of the navigation of any vessel or craft owned or operated by the **Named Insured** or any other affiliated or subsidiary concern or party;
- (iv) for any liability of the **Named Insured** for loss, damage or expense to property directly or indirectly caused by wear, tear or gradual deterioration;
- (v) 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.