ESPECIFICACIÓN

SEGURO DE DAÑOS DE RESPONSABILIDAD CIVIL

ESPECIFICACIÓN QUE SE AGREGA Y FORMA PARTE DE LA PÓLIZA: D00-2-71-000007878_0000-0-1
DEL PRODUCTO: SEGURO DE DAÑOS DE RESPONSABILIDAD CIVIL

EXPEDIDA A FAVOR DE: SERVICIOS Y TERMINALES DE TUXPAN, S.A. DE C.V.

TIPO: Marítimo, Marinas, Puertos y Terminales, Cobertura para operador de Terminal

ASEGURADO: **Servicios y Terminales de Tuxpan, S.A. de C.V. ("ServiTux") y/o Compañías Asociadas y/o Subsidiarias y/o Afiliadas por sus respectivos derechos e intereses.**

DIRECCIÓN: Zona Industrial del Puerto de Tuxpan, Servicios y Terminales de Tuxpan, Estado de Veracruz
(LAT N 22°28¨and 17°09¨LONG W 93°96¨ and 98°39)

CO-ASEGURADOS:
- BANCO NACIONAL DE MEXICO , S.A.
- TUXPAN PORT TERMINAL SA DE C.V., afiliadas y subsidiarias.
- Repsol Downstream Mexico S.A. de C.V.
- Total Atlantic Trading Mexico S.A. de C.V.
- BP ESTACIONES Y SERVICIOS ENERGETICOS S.A. DE C.V.
- PETROLEUM SERVICE GROUP, LLC dba Petroleum Service Corporation
- MONTERRA ENERGY S.de RL. DE C.V.,afiliadas y subsidiarias y contratistas y sub contratistas .
- MONTERRA ENERGY SERVICES S. DE RL. DE C.V
- Contractors and sub contractors
- Chicago Bridge de México S.A. DE C.V., afiliadas y subsidiarias y contratistas y sub contratistas.
- Y proveedores con respecto al Proyecto de construcción.
- CSA Trading Company, afiliadas y subsidiarias y contratistas

PERIODO: Desde las 12:00 horas del 14 de junio de 2023 hasta las 12:00 horas el 14 de junio de 2024; ambos días inclusive en la dirección del asegurado

INTERÉS: **SECCIÓN 1**
Responsabilidad como Operador de Terminal

LÍMITES: **SECCIÓN 1**
USD 100,000,000 cada accidente o series de accidentes derivados de cada evento u ocurrencia, con los siguientes sublímites para aplicar, cualquier accidente o serie de accidentes que surjan de cualquier evento u ocurrencia, cada uno individualmente en el agregado anual:

Extensión de Incendio: USD 1,000,000
Vulneración de Derechos Personales: USD 1.000.000 Asesoramiento e Información: USD 1.000.000
Multas y Aranceles: USD 2,000,000
Entrega Indebida de Carga: USD 1,000,000

DEDUCIBLES:

SECCIÓN 1
USD 1,000,000 cada accidente o series de accidentes derivados de cada evento u ocurrencia

CONDICIONES ORIGINALES

Este Contrato está sujeto a (excluyendo la Tasa y/o la Prima, el Límite y/o la Retención del presente), los mismos términos, cláusulas y condiciones que el original y sin perjuicio de la generalidad de lo anterior. Los reaseguradores acuerdan seguir todos los acuerdos (excluyendo los acuerdos ex gratia) realizados por los aseguradores originales que surjan de y en relación con el seguro original y asumir su proporción de los gastos incurridos, ya sean legales o de otro tipo, incluidos, entre otros, los gastos de sentencia declaratoria, en la investigación, rechazo y defensa de cualquier reclamación en virtud del presente. En su caso, se acuerda que estos costos de investigación, rechazo y defensa serán prorrateados de acuerdo con la participación de los Reaseguradores, independientemente de su participación en la indemnización correspondiente.

En caso de que la Póliza Original no contenga una cláusula equivalente a las siguientes cláusulas tituladas, se aplicará la versión de la cláusula o el texto de la cláusula que se indica a continuación. Para evitar dudas, siempre prevalecerá la versión de la cláusula titulada tal como figura en la Póliza original.

Todos los términos, cláusulas y condiciones como Póliza(s) Original(es).

SECCIÓN 1

Wording de responsabilidad de terminales y puertos Wavelength LSW1510
LSW1511 Extensión de incendio
LSW1512 Consejos e Información
LSW1513 Extensión de Multas y Aranceles
LSW1514 Extensión de Infracción de Derechos Personales
LSW1515 Entrega Indebida de Extensión de Carga
Cláusula de Exclusión de Guerra y Terrorismo Comité de Responsabilidad Conjunta JL2002/002
Cláusula de WriteBack de Terrorismo del Comité de Responsabilidad Conjunta JL2011/004
Cláusula de exclusión de enfermedades transmisibles JL2020-013

TODAS LAS SECCIONES:
Disposiciones generales de la póliza Wavelength LSW1524
Cláusula de Gastos de Extinción de Incendios y Consumo de Espuma
Endoso cibernético marino LMA5403
Cláusula de limitación y exclusión de sanciones LMA 3100, según se adjunta
Cláusula de exclusión de Contaminación Radiactiva, Química, Biológica, de armas bioquímicas y electromagnéticas del Instituto
(CL370) (11/10/03).
Cláusula de Cancelación de Corredores como se adjunta.
Cláusula de control de reclamaciones, según se adjunta
Cláusula de Crédito por Continuidad de Crédito, como se adjunta

CLÁUSULAS GENERALES ANEXAS A ESTE REASEGURO

Disposiciones Generales de la Póliza según LSW 1524

Dondequiera que se utilicen en este documento, las palabras "Reaseguro", "Contrato", "Acuerdo", "Slip" o cualquier otro término aplicable se entenderá que significan este Acuerdo de Reaseguro a menos que se indique específicamente lo contrario.

Siempre que se utilicen en el presente, las palabras "Reasegurado", "Asegurado", "Compañía" o cualquier otro término aplicable, se entenderá que significan el Reasegurado designado en virtud del presente.

Dondequiera que se utilicen en el presente, las palabras "Reasegurador", "Suscriptor", "Reasegurador", o cualquier otro término aplicable, se entenderá que significan los Reaseguradores designados en el presente.

Carpenter Marsh Fac Miami y Guy Carpenter & Company Limited, Tower Place, Londres, EC3R 5BU se reconocen por el presente como los Intermediarios que negocian este Contrato para todos los negocios en virtud del presente. Todas las comunicaciones (incluidos avisos, estados de cuenta, primas, primas de devolución, comisiones, impuestos, pérdidas, gastos de pérdidas, salvamentos y liquidaciones de pérdidas) relacionadas con los mismos se transmitirán de la siguiente manera:
- A la Compañía a través de Carpenter Marsh Fac, LLC, Southeast Financial Center 200 S, Biscayne Boulevard Suite 950, Miami, Florida 33131.
- Al Reasegurador a través de Guy Carpenter & Company Limited, Tower Place, Londres, EC3R 5BU.

TÉRMINOS DE PAGO DE PRIMA: 25 días a partir del inicio de vigencia

LEY Y JURISDICCIÓN: Cualquier disputa que surja de o en relación con este reaseguro se regirá por la Ley de México y ambas partes se someten a la jurisdicción exclusiva de los tribunales mexicanos para determinar cualquier disputa que surja de, bajo o en relación con este Acuerdo.

INFORMACIÓN: Información puesta a disposición y vista por todos los Reaseguradores suscriptores por correo electrónico y archivada por Guy Carpenter & Company Limited.
Además, los Aseguradores toman nota y acuerdan la incorporación de las siguientes partes como Coasegurados bajo esta póliza, según se define en la cláusula 3.3 de las Condiciones Generales:
Banco Nacional de México, S.A.
Terminal Portuaria de Tuxpan S.A. de C.V., afiliadas y subsidiarias
Repsol Downstream México S.A. de C.V.
Total Atlantic Trading México S.A. de C.V.
Bp Estaciones Y Servicios Energéticos S.A. de C.V.
Petroleum Service Group, LLC dba Petroleum Service Corporation
Monterra Energy S.de RL. de C.V., afiliadas, subsidiarias, contratistas y subcontratistas

Monterra Energy Services S. DE RL. de C.V contratistas y subcontratistas Chicago Bridge de México S.A. de C.V., afiliadas, subsidiarias, contratistas y subcontratistas, y proveedores con respecto al Proyecto de Construcción. CSA Trading Company, afiliadas, subsidiarias y contratistas.
La(s) (re)aseguradora(s) han visto documentos para respaldar la evaluación del riesgo en el momento de la suscripción, incluyendo pero no limitado a lo siguiente:
- Producción estimada de 2,2 millones de barriles en el primer año de operaciones, aumentando a 4,4 millones
- Los productos manejados incluyen: gasolina y diesel, MTBE, etanol y queroseno

Siniestralidad nula

[redacted] Ingresos anuales de la persona moral, información patrimonial de la persona moral, información protegida de conformidad con los artículos 113, fracción III de la LFTAIP y 116, cuarto párrafo de la LGTAIP.

- Valores asegurados según la hoja de cálculo "TIV e ingresos" vista por los suscriptores, a partir de

Con base en valores
PD USD 210,828,318
BI USD 24,634,495*

USD 210,8 millones, los TIV se dividen de la siguiente manera:
- USD 2.547.205 de edificaciones
- USD 98.973.7111 de maquinaria y equipo
- USD 12.935.597 de equipos electrónicos
- USD 96.141.881 de tanques de almacenamiento (12 en total)
- USD 230.000 en herramientas, electrodomésticos, muebles y equipo de oficina

- Cuestionario de operadores de terminales visto por suscriptores
- Cuestionario de Almacenamiento en Tanques visto por suscriptores

Cláusula de Pago de Prima

Sin perjuicio de cualquier disposición en contrario dentro de este contrato o cualquier endoso al mismo, con respecto a la falta de pago de la prima, solo se aplicará la siguiente cláusula.

El (Re)asegurado se compromete a pagar la prima en su totalidad a los (Re)Aseguradores en las siguientes fechas:

Si la prima adeudada en virtud de este contrato no ha sido pagada a los (Re)Aseguradores en las fechas mencionadas anteriormente, los (Re)Aseguradores tendrán derecho a cancelar este contrato mediante notificación por escrito al (Re)Asegurado a través del corredor. En caso de cancelación, la prima se adeuda a los (Re)aseguradores a prorrata del período en que los (Re)aseguradores están en riesgo, pero la prima total del contrato se pagará a los (Re)Aseguradores en caso de pérdida o acontecimiento anterior a la fecha de rescisión que dé lugar a una reclamación válida en virtud de este contrato.

Se acuerda que los (Re)Aseguradores deberán dar aviso de cancelación al (Re)Asegurado por medio del corredor con no menos de 25 días de anticipación. Si la prima adeudada se paga en su totalidad a los (re)aseguradores antes de que expire el período de notificación, la notificación de cancelación se revocará automáticamente. De lo contrario, el contrato terminará automáticamente al final del período de preaviso.

Si algún tribunal u organismo administrativo de jurisdicción competente determina que alguna disposición de esta cláusula es inválida o inaplicable, dicha invalidez o inaplicabilidad no afectará las demás disposiciones de esta cláusula, que permanecerán en pleno vigor y efecto.

LSW3001
septiembre de 2008

Cláusula de Limitación y Exclusión de Sanciones

No se considerará que ningún (re)asegurador proporciona cobertura y ningún (re)asegurador será responsable de pagar ninguna reclamación o proporcionar ningún beneficio en virtud del presente en la medida en que la provisión de dicha cobertura, el pago de dicha reclamación o la provisión de dicho beneficio exponga ese (re)asegurador a cualquier sanción, prohibición o restricción en virtud de las resoluciones de las Naciones Unidas o las sanciones, leyes o reglamentos comerciales o económicos de la Unión Europea, el Reino Unido o los Estados Unidos de América.

15/09/10
LMA3100

Cláusula de Control de Reclamos (Lm4)

Sin perjuicio de cualquier disposición en contrario contenida en este Reaseguro, es una condición suspensiva de la responsabilidad de los Reaseguradores bajo este Reaseguro que:
(a) El Reasegurado notificará por escrito a la(s) Reaseguradora(s) tan pronto como sea razonablemente factible cualquier reclamo hecho contra el Reasegurado con respecto al negocio reasegurado por el presente o de que se le notifique cualquier circunstancia que pudiera dar lugar a tal reclamo. .
(b) El Reasegurado proporcionará a la(s) Reaseguradora(s) toda la información conocida por el Reasegurado con respecto a las reclamaciones o posibles reclamaciones notificadas de acuerdo con (a) anterior y, a partir de entonces, mantendrá(n) a la(s) Reaseguradora(s) plenamente informada(s) con respecto a todos los desarrollos relacionados con a ello tan pronto como sea razonablemente posible.
(c) El(los) Reasegurador(es) tendrá(n) derecho en cualquier momento a designar ajustadores y/o representantes para que actúen en su nombre para controlar todas las investigaciones, ajustes y liquidaciones en relación con cualquier reclamo notificado al(los) Reasegurador(es) como se mencionó anteriormente.
(d) El Reasegurado cooperará con el(los) Reasegurador(es) y cualquier otra persona o personas designadas por el(los) Reasegurador(es) en la investigación, ajuste y liquidación de dicha reclamación.

1/1/97
NMA2738

Endoso cibernético marino

1 Sujeto únicamente al párrafo 3 a continuación, en ningún caso este seguro cubrirá pérdidas, daños, responsabilidades o gastos directa o indirectamente causados o contribuidos por o que surjan del uso u operación, como un medio para infligir daño, de cualquier computadora, sistema informático, programa informático, código malicioso, virus informático, proceso informático o cualquier otro sistema electrónico.
2 Sujeto a las condiciones, limitaciones y exclusiones de la póliza a la que se adjunta esta cláusula, la indemnización recuperable en virtud del presente no se verá perjudicada por el uso o la operación de cualquier computadora, sistema informático, programa de software informático, proceso informático o cualquier otro sistema electrónico. , si tal uso u operación no es un medio para infligir daño.
3 Cuando esta cláusula esté endosada en pólizas que cubran riesgos de guerra, guerra civil, revolución, rebelión, insurrección o lucha civil que surja de la misma, o cualquier acto hostil por o contra una potencia beligerante, o terrorismo o cualquier persona que actúe por un motivo político, el párrafo 1 no operará para excluir las pérdidas (que de otro modo estarían cubiertas) que surjan del uso de cualquier computadora, sistema informático o programa de software informático o cualquier otro sistema electrónico en el sistema de lanzamiento y/o guía y/o mecanismo de disparo de cualquier arma o misil.

LMA5403
11 noviembre 2019

LMA 3333

Responsabilidad del (Re)asegurador solidario no solidario.

La responsabilidad de un (re)asegurador bajo este contrato es solidaria y no conjunta con otros (re)aseguradores parte de este contrato. Un (re)asegurador es responsable solo por la proporción de la responsabilidad que ha suscrito. Un (re)asegurador no es responsable solidario de la proporción de responsabilidad suscrita por cualquier otro (re)asegurador. Un (re)asegurador tampoco es responsable de cualquier responsabilidad de cualquier otro (re)asegurador que pueda suscribir este contrato.

La proporción de responsabilidad bajo este contrato suscrita por un (re)asegurador (o, en el caso de un sindicato de Lloyd's, el total de las proporciones suscritas por todos los miembros del sindicato en conjunto) se muestra junto a su sello. Esto está sujeto siempre a la disposición relativa a la "firma" a continuación.

En el caso de un sindicato de Lloyd's, cada miembro del sindicato (en lugar del sindicato mismo) es un (re)asegurador. Cada miembro ha suscrito una proporción del total indicado para el sindicato (siendo ese total en sí mismo el total de las proporciones suscritas por todos los miembros del sindicato tomados en conjunto). La responsabilidad de cada miembro del sindicato es solidaria y no solidaria con los demás miembros. Un miembro es responsable solo por la proporción de ese miembro. Un miembro no es solidariamente responsable por la proporción de cualquier otro miembro. Ningún miembro es responsable de cualquier responsabilidad de cualquier otra (re)aseguradora que pueda suscribir este contrato. La dirección comercial de cada miembro es Lloyd's, One Lime Street, Londres EC3M 7HA. La identidad de cada miembro de un sindicato de Lloyd's y su proporción respectiva se puede obtener escribiendo a Market Services, Lloyd's, a la dirección anterior.

Proporción de responsabilidad.

A menos que haya una "firma" (ver más abajo), la proporción de responsabilidad bajo este contrato suscrita por cada (re)asegurador (o, en el caso de un sindicato de Lloyd's, el total de las proporciones suscritas por todos los miembros del sindicato tomado juntos) se muestra junto a su sello y se denomina su "línea escrita".

Cuando este contrato lo permita, las líneas escritas, o ciertas líneas escritas, pueden ser ajustadas ("firmadas"). En ese caso, se adjuntará un anexo a este contrato para mostrar la proporción definitiva de responsabilidad bajo este contrato suscrita por cada (re)asegurador (o, en el caso de un sindicato de Lloyd's, el total de las proporciones suscritas por todos los miembros del sindicato en su conjunto). Una proporción definitiva (o, en el caso de un sindicato de Lloyd's, el total de las proporciones suscritas por todos los miembros de un sindicato de Lloyd's en conjunto) se denomina "línea firmada". Los renglones firmados que figuran en el cronograma prevalecerán sobre los renglones escritos a menos que se haya producido un error probado en el cálculo.

Aunque en varios puntos de esta cláusula se hace referencia a “este contrato” en singular, cuando las circunstancias así lo exijan, debe entenderse como una referencia a contratos en plural.

WAVELENGTH PORTS AND TERMINALS CONSORTIUM
SECTION 1 - LIABILITY WORDING

1. LOSS, IF ANY, PAYABLE to Assured or Loss Payee as set out in the Insurance Schedule.

2. INSURING CLAUSES

In consideration of the payment of the premium, Underwriters agree, subject to the provisions of this Policy and the Section 1 limit as set out in the Insurance Schedule, to indemnify the Assured in respect of their legal or contractual liabilities to third parties arising from an Accident which the Assured may incur by reason of their Insured Operations as Port Authorities or Terminal Operators for:

2.1 Physical loss or physical damage to the real or personal property of any third party, including resultant loss of use or demurrage, provided that such loss or damage directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location(s); and

2.2 Bodily Injury to any third party provided that such Bodily Injury directly results from an Insured Operation performed by the Assured within the Confines of the Port, Terminal or Insured Location; and.

2.3 Any liability of the Assured in connection with any tenant of the Assured for Operations performed by any sub-contractor appointed by the Assured, but being subject to the terms, conditions and exclusions of this Policy. It is a condition of cover being given under this clause 2.3 that the Assured must ensure that any such tenant and/or sub-contractor purchases and maintains adequate liability insurance. Adequate insurance means terms no less favourable than the cover provided to the Assured under this Policy. Such policy must also stipulate that it will respond first to any liability loss prior to any other policy of insurance which may cover the same liability.

2.4 Costs and expenses incurred in the defence of any claim(s) arising from an Accident covered under Section 1, and the costs and expenses of litigation awarded to any claimant in any competent Court or arbitration proceedings against the Assured by way of interest on judgements, investigation, adjustment, appraisal, appeal and legal costs and expenses subject to the overall limit of this Section 1. Indemnifiable legal costs and expenses shall exclude, all fees, salaries, or retainers for salaried employees and employed counsel and all office expenses of the Assured unless prior agreement has been obtained from Underwriters. Such costs and expenses shall be subject to clause 2 of the General Policy Provisions

2.5 Costs and expenses incurred by the Assured in disposing of the cargo or property of an Assured's customer, including the removal of any wreck or debris thereof, following an Accident to such cargo or property during the Policy period for which the Assured is legally liable within the Confines of the Port, Terminal or Insured Location subject to the overall limit for this Section. This clause does not provide cover for costs and expenses relating to seepage, pollution or contamination.

2.6 In respect of Port Authorities only, costs and expenses incurred either voluntarily or in the exercise of the Assured's statutory right or legal obligation to remove any wreck or debris thereof following an Accident during the Policy period. Subject to the overall limit for this Section 1, and providing such costs and expenses are incurred by the Assured for the purpose of avoiding or minimising a claim under this Section. Such wreck or debris removal must not be undertaken without the prior approval of Underwriters, or the costs and expenses will not be recoverable under this Policy.

3. EXCLUSIONS

This Section does not cover any actual or alleged liability howsoever arising:

3.1 To employees of the Assured, except as insured under clause 4, or 6 of this Section;

3.2 Directly or indirectly under Workmen's Compensation or Employers Liability Acts or any other statutory or Common Law Liability to any employee of the Assured when such Bodily Injury arises out of or in the course of the employment of such employees;

3.3 Directly or indirectly caused by any continuous, intermittent or repeated exposure to or ingestion, inhalation or absorption of the following substances or condition(s) in any form: asbestos, tobacco, coal dust, polychlorinated biphenyls, silica, benzene, lead, talc, dioxin, pharmaceutical products or drugs of any type, pesticides or herbicides, mould, human immune virus or acquired immune deficiency syndrome or electromagnetic fields;

3.4 For any repetitive motion, repetitive stress, repetitive strain and/or cumulative trauma disorder, including, without limitation, (i) liability or alleged liability arising from alleged improper design of goods, equipment or machinery or operations, (ii) failure to warn or properly instruct as to the use of goods, equipment or machinery or conduct of operations, (iii) improper supervision of use of the goods, equipment or machinery or conduct of operations, or (iv) without limiting the foregoing, carpal tunnel syndrome;
3.5 For loss, damage or expense to any property or equipment owned, leased, hired, occupied or rented by the Assured;
3.6 For loss, damage or expense caused by wear, tear or gradual deterioration;
3.7 From the release of cargo without the original bill of lading, unless otherwise endorsed by Underwriters;
3.8 For loss, damage or expense to ad valorem or valuable cargo (including but not limited to bullion, precious metals or precious object(s), jewellery, cash, securities, fine art or thoroughbred horses) unless the Assured was not informed and could not reasonably have known such cargo was being handled. Underwriters may agree to insure such liability on a case by case basis subject to terms and conditions to be agreed in advance by Underwriters;
3.9 As the owner, operator or user of any vehicle(s) or conveyance(s) of any description required to be licensed under any statutory provision(s) or regulation(s), or any Accident involving a vehicle, chassis, trailer, conveyance or the like on public roads or outside the Confines of the Port, Terminal or Insured Location;
3.10 In respect of any interest the Assured may have in any vessel, aircraft or helicopter whether owned, leased, rented, hired, chartered or operated by the Assured, including any management or operation of any airport, area or building upon which aircraft or helicopter(s) land or manoeuvre, or in which they are housed, maintained or repaired;
3.11 Directly or indirectly caused by, or arising out of seepage, pollution or contamination howsoever caused whenever or wherever happening unless the Assured establishes that all of the following conditions have been met:
A. The seepage, pollution or contamination was caused by an Accident.
B. The Accident occurred during the Policy period on an identified specific date.
C. The Accident was first discovered by the Assured within 72 hours of the commencement of the Accident.
D. Written notification of the accident was first received from the Assured by Underwriters within 30 days of the Assured's first discovery of the Accident.
E. The Accident did not result from the Assured's intentional or wilful violation of any statute, rule, ordinance or regulation.
Even if the above conditions A to E are satisfied, this Policy does not apply to, or provide cover for, any actual or alleged liability howsoever arising:
(i) To abate or investigate any threat of seepage onto or pollution or contamination of the property of a third party.
(ii) For seepage, pollution or contamination of property which is or was, at any time, owned, leased, rented or occupied by any Assured, or which is or was, at any time, in the care, custody or control of any Assured (including the soil, minerals, water or any substance on, in or under such owned, leased, rented or occupied property or property in such care, custody or control).
(iii) For loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
(iv) For fines, penalties, punitive damages, exemplary damages, or any other damages resulting from the multiplication of compensatory damages
3.12 From the disposal, handling, processing, treatment, storage or dumping of any waste materials, spoil or substances or during transportation, including the operation of any land fill, dump site and/or location used for such. In the event of a conflict between this exclusion and exclusion 3.11, this exclusion shall prevail;
3.13 Out of dredging operations, while such operations are being performed;

3.14 For fines, penalties, punitive or exemplary damages howsoever awarded or described, or any additional damages resulting from the multiplication of compensatory damages;
3.15 For failure or delay in performance of any contractual obligation or guarantee, including failure to supply or from fluctuations in supply of any substance, product or service whatsoever;
3.16 Under any contract or agreement to compensate another party unless:
A. Such liability would have attached to the Assured in the absence of such contract or agreement or as specifically agreed by Underwriters prior to such Accident, and
B. Such liability was caused by or contributed to by the Assured's fault or negligence;
3.17 As a result of the Safe Working Load of any equipment being overloaded other than for the purpose of inspecting or testing;
3.18 From the transit, movement, erection or dismantling of an item of handling equipment other than during the course of inspection, maintenance, repair or removal to another working position within the Confines of the Port, Terminal or Insured Location;
3.19 Out of goods or products, manufactured, processed, graded, blended, or sold by the Assured or by others trading under the name of the Assured where loss or damage occurs away from the premises owned, leased, rented or controlled by the Assured and after physical possession of such goods or products has been relinquished to others. This exclusion shall also apply to reliance upon a representation or warranty made in connection with such goods or products at any time;
3.20 From any negligent act, error or omission of any Assured, or any other person for whose acts the Assured is legally liable, in the administration of any Assured's employee benefits programme or pension programme. Employee benefits programme includes but is not limited to group life insurance, group accident or health insurance, profit sharing plans, employee stock subscription plans and social benefits;
3.21 Under any statute, law, rule or regulation relating to:
A. the purchase, sale or distribution, or offer of securities, or investment counselling:
B. monopolies, activities in restraint of trade, unfair competition, or deceptive acts or practices;
C. copyright, patent or trademark infringement;
D. disclosure relating to sales or offers to sell real property;
E. employee, officer or director dishonesty, or improper conduct or conflict of interest in the performance of the Assured's operations, or any action taken outside the scope of an employee, officer, or director's authority as granted by the Assured.
4. CROSS LIABILITY
Always subject to the exclusions in this Section, in the event of claim(s) being made against the Assured for Bodily Injury suffered by any employee of the Assured which does not arise out of the injured employee's employment, and for which another Assured, is legally liable for causing the Bodily Injury, then this Section shall cover the Assured against such claim provided it is made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters liability as specified in the Insurance Schedule, and subject to the sub-limit specified in the Insurance Schedule.
5. CONTRACTS AND AGREEMENTS
Always subject to the exclusions in this Section, Underwriter's, shall only cover liability to third parties contracting with the Assured:
5.1 in the case of contracts existing at inception of this Policy, when the Assured has informed Underwriters of the contract(s) by means of the questionnaire and if requested by Underwriters, supplied copies of the contracts for Underwriter's approval; or
5.2 if the contract(s) is entered into after inception of this Policy, the Assured must inform Underwriters of such contract(s) if the terms are substantially different from the terms of the contract(s) advised to Underwriters under 5.1 and if requested by Underwriters supply copies of the contract(s) for Underwriter's approval. Underwriters reserve the right to charge additional premium and impose such terms and conditions or exclusions as they deem appropriate to any new or amended contractual arrangement.

6. ACTION OVER INDEMNITIES
Always subject to the exclusions in this Section, Underwriters agree to include claim(s) for Bodily Injury to third parties where responsibility is assumed by the Assured for such claims in connection with their Operations as a Port Authority and/ or Terminal Operator under any written contract. Nothing in this Clause shall operate to increase Underwriter's liability as specified in the Insurance Schedule, and liability under this clause is limited to the sub-limit specified in the Insurance Schedule.
7. UNITED STATES OIL POLLUTION ACT DISCLAIMER
This Policy of Insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar federal or state laws. Any showing or offering of this Policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters do not consent to be guarantors or to be sued directly.

THIS SECTION IS TO BE READ IN CONJUNCTION WITH THE GENERAL POLICY PROVISIONS, THE INSURANCE SCHEDULE AND THE QUESTIONNAIRE, ALL OF WHICH FORM PART OF THE POLICY
01/04
LSW1510

Wavelength Ports And Terminals Consortium General Policy Provisions
These General Policy Provisions apply to and form part of the Wavelength Ports and Terminals Consortium Policy, Insurance Schedule, Questionnaire and to all Sections of the Policy purchased bythe Assured

1. All payments under this Policy will be made to the Assured, or any loss payee identified in the insurance schedule.

2. SECTION LIMIT(S) / SUB-LIMIT(S) / SUM INSURED
2.1 **Overall Section Limit**(s) - Underwriters maximum limit payable for any claim under each section of this Policy arising from any one Accident or series of Accidents arising out of any one event is set out in the overall section limit(s) of the Insurance Schedule. Such overall section limit(s) shall be inclusive of any costs and defence expenses.
2.2 **Section Sub-Limit(s)** - In the case of section sub-limit(s) under this Policy, such section sub-limit(s) shall apply to any claim arising under that section, clause, extension or Operation in respect of any one Accident or series of Accidents arising out of any one event, and shall be inclusive and not in addition to the Overall Section Limit(s) as set out in the Insurance Schedule. Such section sub-limit(s) shall be inclusive of any costs and defence expenses arising from the claim(s) under that section, clause, extensions/or Operation. Where indicated in the Insurance Schedule all section sub-limit(s) apply in respect of any one Accident or series of Accidents arising out of any one event and in the aggregate for each 12 month period from the inception date of this Policy.
2.3 **Sum Insured** - The sum insured shall mean the insured value of the Insured Property and/or Insured Handling Equipment or the limit of Liability or Loss Period as identified in the Insurance Schedule.

3. JOINT ASSUREDS AND CO-ASSUREDS
3.1 Underwriters may accept an application from an Assured for another person or persons to become Joint Assureds in respect of that Assured's Policy. Each Joint Assured shall have an independent right of recovery from the Underwriters in respect of any liabilities, costs or expenses arising out of a particular casualty or event.
3.2 Unless otherwise agreed in writing with the Underwriters, the Assured and all Joint Assureds shall be jointly and severally liable to pay all amounts due to the Underwriters in respect of this Policy.

3.3 The Underwriters may accept an application from an Assured for another person or persons to become Co-assureds. The liability of Underwriters to all Co-assureds shall only extend insofar as the Co-Assured may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Assured and are insured under this Policy. Once Underwriters have indemnified such Co-assureds, Underwriters shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.
3.4 Payment by Underwriters to the Assured or any one Joint Assured, or Co-assured in respect of any claim under this Policy shall fully discharge Underwriters of all liability arising out of that claim.
3.5 Any provision of this Policy by which an Assured or Joint Assured or Co-assured ceases to be insured or ceases to be entitled to recover from Underwriters in respect of any liability, loss or damage shall be deemed to apply to all Assureds, Joint Assureds and Co-assureds. Failure by the Assureds or any Joint Assured or Co-assureds to comply with any of the obligations under this Policy is deemed to be the failure of the Assured and all Joint Assureds and all Co-assureds. Conduct of an Assured or any Joint Assured or Co-assured which would have entitled the Underwriters to decline to indemnify it shall be deemed to be the conduct of all Assureds, Joint Assureds, and Co-assureds.
3.6 The contents of any communication between the Assured or any Joint Assured or Co-assured and the Underwriters, their servants or agents, shall be deemed to be within the knowledge of the Assured and all Joint Assureds or Co-assureds.
3.7 The Assured, Joint Assureds and Co-assureds agree that (subject to any express coverage in this Policy) no disputes arising amongst them shall be the subject of any insurance or recovery from the Underwriters and Joint Assured and Co-assureds shall only be insured on this basis.
3.8 Where there are Joint Assureds or Co-assureds, any reference to the Assured in this Policy will be deemed to include any Joint Assured or Co-assured, so far as applicable.

4. UNDERLYING AMOUNT(S) / DEDUCTIBLE(S)

This Policy shall only pay in excess of deductible(s) specified in the Insurance Schedule in respect of claim(s) resulting from any one Accident or series of Accidents arising out of one event. Costs and defence expenses shall also be subject to such deductible(s).

5. RADIOACTIVE CONTAMINATION \ CHEMICAL \ BIOLOGICAL \ BIO CHEMICAL \ ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION CLAUSE

In no case shall this Policy cover loss, damage or expense directly or indirectly caused by or contributed to by or arising from:
A. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
B. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
C. Any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
D. Any chemical, biological, bio chemical or electromagnetic weapon;
E. The use or operation as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

6. WAR, STRIKES AND TERRORISM EXCLUSION

6.1 This Policy excludes:
A. loss damage, cost or expense directly or indirectly caused by, contributed to or arising from or in consequence of any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
B. strike, lock-out, labour disturbance, riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil strife, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

C. any act of terrorism, which means an act, including but not limited to the use of force or violence or the threat of violence, of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/ or to put the public or any section of the public in fear;
D. this Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way related to
6.2 The burden of proving that this exclusion does not apply (if it is alleged to apply by Underwriters) shall be upon the Assured;
6.3 If any part of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.

7. DANGEROUS CARGOES
It is a condition precedent of liability under this Policy that the Assured shall take all reasonable and proper steps to ensure compliance with all relevant and applicable regulations and/or statutory provisions relating to the carriage, handling and storage of dangerous cargoes. Underwriters will not be liable for any claims arising out of the Assured's breach of this condition.

8. DUE DILIGENCE/ PRECAUTIONARY MEASURES (ASSURED'S DUTY TO MINIMISE LOSS)
8.1 It is a condition of this Policy that the Assured shall act as if a prudent uninsured at all times and at their own expense take such measures as may be reasonable for the purpose of averting or minimising a loss. The Assured shall not admit liability or assume any obligation without prior agreement by Underwriters. In the event of a breach of this condition, Underwriters shall be entitled to cancel this Policy from inception, and shall not be liable for any claims arising under the Policy.
8.2 The Assured shall maintain all precautionary measures given as information to Underwriters with regard to loss prevention and risk management. The Assured shall, in addition, implement any measures required by Underwriters and notify Underwriters of any material change in or affecting the Assured's Operation(s). In the event of any material change, Underwriters will be entitled to amend the terms and conditions of this Policy, or cancel this Policy with effect from the date of the material change.

9. SURVEY / ISPS
It is a condition of this Policy that in the event Underwriters require a survey to be carried out, the Assured shall comply with any recommendations, requirements or restrictions imposed as a consequence of the survey by the date required by the survey or by the date set by Underwriters. The Assured must comply with the International Ship and Port Facility Security Code (ISPS). In the event of a breach of this condition, Underwriters shall be entitled to cancel this Policy, with from inception, and shall not be liable for any claims arising under the Policy.

10. ELECTRONIC EXCLUSION CLAUSE
10.1 Notwithstanding anything to the contrary contained within this Policy, it shall not provide cover in respect of claims, losses, expenses or costs arising by reason of any defect in the operation of any Computer Equipment, the operation or any function of such Computer Equipment, or the sending, receipt, processing or manipulation of data (including e-mails and data accessible via the internet). For this purpose, "Computer Equipment" includes any combination of software and hardware.
10.2 This clause applies regardless of any other cause and/or event that contributes concurrently or in any sequence to any loss, damage, cost, claim, and/or expense.

11. NOTICE OF POTENTIAL CLAIMS
The Assured shall give to Underwriters, directly or via Underwriters representatives (as identified in the Insurance Schedule), immediate notice of an Accident which may give rise to a loss which could result in a claim under this Policy. The Assured shall then promptly deliver by mail or facsimile or e-

mail to Underwriters, directly or via Underwriters' representatives, a written account of the nature of the Accident stating the cause, if known, the extent of any damage, liability or expense and the nature of the interest of the Assured. Should notice not be given within 30 days of the Assured becoming aware of the Accident, Underwriters will have the option to decide whether they have been prejudiced by the delay, and if so, to reduce the amount paid in respect of the claim, or not pay the claim at all.

12. ASSISTANCE OF THE ASSURED

12.1 The Assured shall assist Underwriters in all matters relating to claim(s) and provide Underwriters with all information Underwriters or their agents may reasonably request in respect of a claim. The Assured will also allow Underwriters or their agents to interview witnesses and access to evidence supporting the claim(s).

12.2 The Assured is obliged under the due diligence obligation in clause 8.1 to take all reasonable steps to defend claim(s) made against the Assured which could become a claim under this Policy. Underwriters shall have the right, but not the duty, to participate with the Assured in the defence, settlement or litigation of any claim(s) made against the Assured, or to appeal against any judgement or award. Underwriters agree, provided prior written consent is obtained from Underwriters, subject to any terms imposed by Underwriters such as selection of lawyers, and subject to any deductible/underlying amount, to indemnify the legal costs and expenses in relation to any claim(s) against the

Assured arising out of an insured Accident. However, Underwriter's liability including such legal costs and expenses shall in no event exceed the relevant Overall Section Limit(s) and/or Section Sub-Limit(s) as identified in the Insurance Schedule.

12.3 Underwriters shall have the right to elect at any time to take over the conduct of the defence, settlement or litigation of any claim(s) from the Assured upon giving notice to the Assured or the Assured's Broker by mail, facsimile or e-mail. Should Underwriters make such an election, the Assured agrees to continue to provide Underwriters with all reasonable assistance in handling the claim(s).

12.4 Underwriters shall be entitled at any time to elect not to continue to support the defence, settlement or litigation of any proceedings and any liability for legal costs and expenses shall cease at the time of their election.

13. SUBROGATION

The Assured is not authorised to waive any rights of recovery in relation to any other party without prior written agreement from Underwriters. Where an amount is paid by Underwriters under this Policy, the Assured's rights of recovery against any other party in respect of such amount shall be exclusively subrogated to Underwriters. At Underwriters' request the Assured will assist (including attendance at hearings and ensuring attendance of witnesses), co-operate and lend its name to the exercise of Underwriters' rights of subrogation. In the event that any subrogated recovery is made, Underwriters will be entitled to reimbursement of all sums they have paid under the Policy before the Assured is entitled to receive any uninsured losses or deductible that has been applied.

14. AUDIT

Underwriters may on reasonable notice examine and audit the Assured's books and records at any time relating to the subject matter of this Policy.

15. PRIOR KNOWLEDGE / OTHER INSURANCES

15.1 Underwriters will have no liability under this Policy arising from any Accident, of which the Assured had knowledge, prior to the inception date of this Policy.

15.2 Where the Assured has given notice to insurers under any other insurance or is, irrespective of this Policy, entitled to be indemnified in whole or in part by any other insurance in respect of any damages or loss which would otherwise be indemnifiable in whole or in part by the Underwriters of this Policy, there shall be no contribution or participation by the Underwriters of this Policy on the basis of any deficiency, concurrent or double insurance for such loss or damage for which the

Assured is entitled to be indemnified by such other insurance. This condition will apply whether or not the Assured is actually indemnified by such other insurance.
Notwithstanding the foregoing, this Policy shall provide primary coverage with respect to any legal or contractual liabilities to third parties arising from an Accident which the Assured may incur by reason of their Insured Operations as Port Authorities or Terminal Operators that are also insured by Beazley Eclipse Enviro Covered Location Insurance Policy #W1BED1160101 or policies written specifically to be excess of such Beazley policy.

16. INSOLVENCY OR BANKRUPTCY
16.1 The insolvency, liquidation, bankruptcy, receivership, administration or the like, or any refusal or inability to pay of the Assured or any Underwriter shall not operate to:
A. Increase Underwriter's liability under this Policy, or;
B. To increase any Underwriter's share of liability under this Policy, or;
C. To deplete any underlying amount(s).
16.2 Upon any of the circumstances described in 16.1 occurring to the Assured, then this Policy shall immediately terminate. The Assured will not be entitled to any return of premium, and will remain liable for premium due up to the date of cancellation.
16.3 In no event shall any Underwriter of this Policy assume the responsibilities or obligations of the Assured or any insurer or any Underwriter upon any of the circumstances described in 16.1 occurring to the Assured

17. CANCELLATION
17.1 Cancellation of this Policy may be effected by the Assured, or by Underwriters or their representatives (as identified in the Insurance Schedule) sending notice by mail or facsimile, or e-mail to the other party(s) stating when, not less than 30 days thereafter, and cancellation shall be effective.
17.2 If this policy is cancelled by the Assured, Underwriters will retain the short rate proportion of the premium for the period this Policy has been in force calculated in accordance with the standard London Market Short Rate Cancellation Table. If Underwriters cancel this Policy, they shall retain the pro rata proportion of the premium for the period this policy has been in force until the effective date of cancellation.
17.3 Notice of cancellation by the Underwriters shall be effective whether or not Underwriters have returned or tendered the return of any premium with such notice.

18. PREMIUM PAYMENT CLAUSE
The Assured warrants that premium will be paid in full to Underwriters by the settlement due date set out in the Slip and Insurance Schedule (or in respect of instalment premiums, when due), or any longer period set by the applicable law of this Policy. If the premium has not been paid in accordance with this warranty, Underwriters shall have the right to cancel this Policy by notifying the Assured either direct or via the broker in writing. Cancellation shall take effect either from the date of default, or date of inception as elected by the Underwriters in the slip and Insurance Schedule. In the event of cancellation as at the date of default, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.
Unless otherwise agreed, the Leading Underwriters are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating on this Policy. If any part of this clause is found by a Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.
Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

19. ASSIGNMENT

No assignment of any interest under this Policy shall be valid except with the written consent of Underwriters.

20. SEVERAL LIABILITY NOTICE
The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

21. GOVERNING LAW
This Policy shall be subject to and governed by English Law.

22. ARBITRATION
All matters in difference between the parties arising under, out of or in connection with this Policy, including formation and validity, and whether arising during or after the period of this Policy, shall be referred to an arbitration tribunal as set out below.
22.1 Unless the parties appoint a sole arbitrator within 14 days of one receiving a written request from the other for arbitration, the party requesting arbitration (the Claimant) shall appoint an arbitrator and give written notice to the other party (the Respondent). Within 30 days of receiving such notice the Respondent shall appoint his arbitrator and give written notice to the Claimant, failing which the arbitrator appointed by the Claimant shall act as sole arbitrator, in which case paragraph 22.2 shall not apply.
22.2 Before they enter upon a reference the two arbitrators shall appoint a third arbitrator. Should they fail to appoint such a third arbitrator within 30 days of the appointment of the Respondent's arbitrator then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator. The three arbitrators shall decide by majority. If no majority can be reached the verdict of the third arbitrator shall prevail. He shall also act as chairman of the tribunal. The appointor shall be the Chairman of the
London Court of International Arbitration.
22.3 Unless the parties otherwise agree the arbitration tribunal shall consist of persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance as persons engaged in the industry itself or as lawyers or other professional advisors.
22.4 The arbitration tribunal shall have power to fix all procedural rules for the holding of the arbitration.
22.5 The place of arbitration shall be London unless an alternative place is agreed between the parties.

23. THIRD PARTY RIGHTS
No party other than the Underwriters and the Assured specified in the Insurance Schedule shall have any right to enforce any part of this Policy.

24. DEFINITIONS
24.1 ACCIDENT - wherever used means a sudden event which was neither expected nor intended by the Assured and which first occurred or commenced on an identifiable specific date during the Policy period.
24.2 ASSURED - wherever used shall mean the Assured (as identified in the Insurance Schedule) and any, executive officer, managing employee, director or trustee thereof while acting within the scope of the duties bestowed on that person by the Assured.
24.3 BODILY INJURY - wherever used shall mean all physical injury to a third party including death, sickness, disease, mental injury, anguish or shock resulting from such physical injury.
24.4 CO-ASSURED – wherever used shall mean any party defined in the Insurance Schedule as a Co-assured.
24.5 COMPUTER EQUIPMENT - wherever used shall mean computer hardware and/or software.
24.6 CONFINES OF THE PORT AND/OR CONFINES OF THE TERMINAL AND/OR

CONFINES OF THE INSURED LOCATION wherever used shall mean those areas within the limits of the Port as set out in the Insured Operations Clause of the Insurance Schedule, and in the case of local collection and delivery within a 10 kilometre radius of the Confines of the Port or Terminal or Insured Location.
A Port includes ports, marine terminals, warehouses, container freight stations, container or trailer repair or storage depots, inland clearance depots and rail freight intermodal transfer depots.
24.7 INSURANCE SCHEDULE - wherever used shall mean the schedule to the Insurance Policy.
24.8 INSURED HANDLING EQUIPMENT - wherever used shall mean the handling equipment specified in the Handling Equipment Schedule of the Insurance Schedule.
24.9 INSURED LOCATION - shall mean those locations specified in the Insurance Schedule.
24.10 INSURED PROPERTY - shall mean the insured property set out in the Property Schedule of the Insurance Schedule.
24.11 JOINT ASSURED - wherever used shall mean any party defined in the Insurance Schedule as a Joint Assured
24.12 INSURED OPERATIONS - wherever used shall mean the insured operations which the Assured has requested to be insured for and has been granted coverage for by Underwriters as identified in the Insurance Schedule.
24.13 OVERLOADED - wherever used shall mean when the safe working load specified for the equipment by the manufacturer or by any other similarly qualified party is exceeded.
24.14 POLICY - wherever used shall mean all Sections, including extensions to those Sections, General Policy Provisions, Insurance Schedule, and Questionnaire.
24.15 PORT AUTHORITY - wherever used shall mean the party stipulated in the Port Authority Questionnaire and the operator or owner of the port specified in the Insurance Schedule.
24.16 TERMINAL OPERATOR - wherever used shall mean the party(s) stipulated in the Terminal Operator Questionnaire and the operator of any terminal operations specified in the Insurance Schedule.

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WAVELENGTH PORTS AND TERMINALS CONSORTIUM
FIRE EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Wavelength Ports and Terminals Consortium Liability Wording and the provisions that apply therein.
In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for:
1. Legal liability of the Assured, arising from an Accident resulting in physical loss or physical damage to buildings leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire.
2. Contractual liability of the Assured arising from an Accident resulting in physical loss or physical damage to premises leased or rented and used by the Assured where such physical loss or physical damage has been caused by fire, but only to the extent that such contractual liability is no greater than the Assured's liability would have been in the absence of such contract.
EXCLUSIONS
This extension does not cover any actual or alleged liability howsoever arising:
(a) If the Assured has a contractual obligation to insure the leased or rented premises against the risk of fire.
(b) If the Assured has any other insurance which includes the risks set out in 1 or 2 above, this coverage shall not extend to cover any risk that would otherwise be covered under such insurance by reason of any exclusion, qualification or provision whatsoever, including any differential amount by reason of any deductible, limit of liability or the like whatsoever.
This extension shall be subject to clause 2 of the General Policy Provisions and nothing

contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.
This extension is subject to a section sub-limit as specified in the Insurance Schedule.
1/04
LSW1511

WAVELENGTH PORTS AND TERMINALS CONSORTIUM
ADVICE AND INFORMATION EXTENSION (LIABILITY)
This extension is to be read in conjunction with the Wavelength Ports and Terminals Consortium Liability Wording and the provisions that apply therein.
Notwithstanding exclusions 3.15 and 3.16, and in consideration of payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal or contractual liability of the Assured:
For loss of income, less any savings, to any individual or organisation by whom the Assured is engaged for the supply of advice or information on the management of Operation(s) for which the Assured is insured under the Wavelength Ports and Terminals Consortium Liability Wording whereby the Assured incurs such liability in consequence of the Assured's negligent act, error or omission in the provision of such advice or information during the period of this insurance.
EXCLUSIONS
Notwithstanding anything to the contrary contained herein or otherwise, this Extension does not cover any actual or alleged acts of medical malpractice.
This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained herein shall operate to increase the overall Section limit as specified in the Insurance Schedule.
This extension is subject to a section sub-limit as specified in the Insurance Schedule.
1/04
LSW1512

WAVELENGTH PORTS AND TERMINALS CONSORTIUM
FINES AND DUTY EXTENSION (LIABILITY)
This extension is to be read in conjunction with the Wavelength Ports and Terminals Consortium Liability Wording and the provisions that apply therein.
In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured's legal liability arising from an unintentional breach of any regulation, legal or statutory provision resulting in:
(a) Fines, customs duty, sales, excise tax, value added tax or similar fiscal charges, or other penalty imposed by an Authority on the Assured or any other person acting within their authority on the Assured's behalf, or
(b) Confiscation by an Authority of any property, including the handling equipment of the Assured.
Authority shall mean any government, State or local body, organisation or agency thereof.
Provided that such breach directly relates to:
1. The import or export of cargo or the equipment of the Assured's customers; or
2. Immigration; or
3. The safety of working conditions of the Assured’s operations; or
4. Pollution.

EXCLUSIONS
This Extension does not cover any actual or alleged liability howsoever arising:
(i) That has not been properly established, proved or held by a competent court or tribunal acting within its powers.
(ii) For any illegal or criminal acts of the Assured.
(iii) For commercial fines or penalties in respect of freight tariffs, competition or the structure or operation of the Assured's business or that of any person acting on the Assured's behalf.

(iv) For any breach of any regulation, at Underwriters discretion, arising from the weight of cargo or carrying equipment on a public road if such breach appears to have been caused recklessly or intentionally by the Assured or the Assured's employees.
(v) If any court or tribunal determines that it is illegal for the Assured to be insured for any cover given under this extension, then the other parts of this extension shall remain effective, although no indemnity will be given with respect to any loss or claim arising from the coverage under this extension which is held to be illegal.
(vi) For any amount that would have been payable by the Assured notwithstanding any breach.
(vii) In the case of the United States - enforced by the Federal Maritime Commission, Department of Justice or Federal Trade Commission of the United States of America or the Drug Enforcement Agency or any successors.
(viii) For any fine or duty associated with the non-compliance of the ISPS Code.
This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.
This extension is subject to a section sub-limit as specified in the Insurance Schedule.
1/04
LSW1513

WAVELENGTH PORTS AND TERMINALS CONSORTIUM
INFRINGEMENT OF PERSONAL RIGHTS EXTENSION (LIABILITY)
This extension is to be read in conjunction with the Wavelength Ports and Terminals Consortium Liability Wording and the provisions that apply therein.
In consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the legal liability of the Assured:
1. Resulting from false arrest, detention or imprisonment of any person.
2. Resulting from the publication or utterance of a libel or slander or of any other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy.
3. Resulting from wrongful entry or eviction, or other invasion of the right of private occupancy.
EXCLUSIONS
This extension does not cover any actual or alleged liability howsoever arising:
(i) Out of the wilful violation of a statute, law or regulation committed by or with the knowledge or consent of the Assured.
(ii) In connection with any party relating to the Assured's past, present or future employment of such party.
(iii) Under any contract or written provision.
(iv) From a liability covered hereunder but commencing prior to the attachment date of this Extension.
(v) Out of any publication or utterance in connection with any organisation or business enterprise, or its products or services made by or at the direction of the Assured, made recklessly or with the knowledge that such was false.
(vi) Out of any publication or utterance in connection with or related to advertising, broadcasting or telecasting conducted by the Assured.
(vii) From the arrest, detention or imprisonment of any vessel, cargo or property whatsoever.
(viii) From any criminal or illegal act or omission
This extension shall be subject to clause 2 of the General Policy Provisions and nothing contained in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.
This extension is subject to a section sub-limit as specified in the Insurance Schedule.
1/04
LSW1514

WAVELENGTH PORTS AND TERMINALS CONSORTIUM
WRONGFUL DELIVERY OF CARGO EXTENSION (LIABILITY)
This extension is to be read in conjunction with the Wavelength Ports and Terminals Consortium Liability Wording and the provisions that apply therein.
Notwithstanding exclusion 3.7 and in consideration of the payment of an additional premium to be agreed by Underwriters, this Policy shall be extended to indemnify the Assured for wrongful delivery by the Assured of cargo (for which there is a contractual obligation for delivery on the part of the Assured or the Assured's sub-contractor(s)) contrary to instructions to withhold delivery or without taking in exchange payment or the relevant document of title.
In the event that the wrongful delivery was caused intentionally or recklessly by the Assured or the Assured's subcontractor(s), Underwriters may in their absolute discretion decline or reduce the claim.
The Assured's supervision, control and loss prevention systems and practices will be amongst the factors taken into account by Underwriters.
This extension shall be subject to clause 2 of the General Policy Provisions and nothing in this extension shall operate to increase the overall Section 1 limit as specified in the Insurance Schedule.
This extension is subject to a section sub-limit as specified in the Insurance Schedule.
1/04
LSW1515

JOINT LIABILITY COMMITTEE WAR AND TERRORISM EXCLUSION CLAUSE
THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.
WAR & TERRORISM EXCLUSION
This policy excludes any actual or alleged liability, costs or expenses arising directly or indirectly out of any one or more of the following:
(a) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power;
(b) confiscation or expropriation;
(c) capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat;
(d) any terrorist act or any person(s) acting maliciously or from a political motive;
(e) strikers, locked-out workmen, or persons taking part in labour disturbance, riots or civil commotions;
(f) derelict mines, torpedoes, bombs or other derelict weapons of war.
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
17/01/02
JL2002/002

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith
1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any

radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.
10/11/03
CL370

CONTINUITY CREDIT
It is noted and agreed that Underwriters will provide a 5% continuity credit on net premium, payable at expiry, provided that:
- The Policy is renewed with the incumbent insurers.
- The incurred loss ratio does not exceed 50% of net premium

Gastos de extinción de incendios y consumo de espuma

Los aseguradores acuerdan pagar los costos de extinción de incendios, espuma y extinción, necesarios y razonables en los que incurra el asegurado nombrado en virtud del presente para prevenir o minimizar el alcance de cualquier pérdida asegurada cubierta por un riesgo en virtud del presente.

Se acuerda que dichos costos incluyen cualquier gasto de materiales y mano de obra incurrido mientras dicha mano de obra se dedica a la extinción de un incendio. Los gastos de mano de obra incluirán el tiempo dedicado a la extinción de incendios por parte de los empleados del asegurado, pero no incluye a los empleados de la clase de supervisión ni a los miembros del equipo de seguridad y extinción de incendios dedicado del Asegurado.

Dicha cobertura brindada está sublimitada a USD 5,000,000 por evento único y en el agregado anual y se aplica como un límite único combinado en todas las secciones adjuntas de esta póliza de (rea)seguro.

Con respecto a la Sección 1:
Exclusión de enfermedades transmisibles
(para uso en pólizas de responsabilidad civil marítima y energética)

Este (rea)seguro excluye la cobertura de:

1) cualquier pérdida, daño, responsabilidad, costo o gasto que surja directamente de la transmisión o supuesta transmisión de una Enfermedad transmisible o de cualquier temor o amenaza de una Enfermedad Transmisible;

2) cualquier responsabilidad, costo o gasto para identificar, limpiar, desintoxicar, eliminar, monitorear o evaluar una Enfermedad Transmisible;

3) cualquier responsabilidad o pérdida, costo o gasto que surja de, cualquier pérdida de ingresos, pérdida de alquiler, interrupción del negocio, pérdida de mercado, demora o cualquier pérdida financiera indirecta, como sea que se describa, como resultado de una enfermedad transmisible o el miedo o la amenaza de una enfermedad transmisible. Como se usa en este Endoso, una Enfermedad Transmisible significa cualquier enfermedad, conocida o desconocida, que puede ser transmitida por medio de cualquier sustancia o agente de cualquier organismo a otro organismo donde:

(i) la sustancia o agente incluye, entre otros, un virus, bacteria, parásito u otro organismo o cualquier variación o mutación de cualquiera de los anteriores, ya sea que se considere vivo o no, y
(ii) el método de transmisión, ya sea directa o indirecta, incluye, entre otros, contacto o contacto humano, transmisión por el aire, transmisión por fluidos corporales, transmisión hacia o desde o a través de cualquier objeto sólido o superficie o líquido o gas, y
(iii) la enfermedad, sustancia o agente puede, actuando solo o en conjunto con otras comorbilidades, condiciones, susceptibilidades genéticas o con el sistema inmunitario humano, causar la muerte, enfermedad o daño corporal o afectar temporal o permanentemente el ser humano físico o mental salud o afectar adversamente el valor o el uso seguro de la propiedad de cualquier tipo.

Todos los demás términos, condiciones y limitaciones del (rea)seguro siguen siendo los mismos.

JL2020-013
21 octubre 2020

*** CLÁUSULA EVIDENCE OF COVER**
De acuerdo con sus instrucciones, se ha establecido el contrato de reaseguro que arriba se especifica; por favor verifique cuidadosamente esta Nota de Cobertura, para asegurarse que la información que en ella se asienta cumple con sus instrucciones; asimismo, que los reaseguradores/corresponsales que proporcionan la cobertura cuentan con su aprobación. De existir cualquier comentario al respecto, favor de comunicárnoslo de manera inmediata. A falta de cualquier notificación, en un período de treinta días naturales, contados a partir de la fecha de recepción del presente documento, se considerará que convienen con todas las condiciones y reaseguradores participantes.

*** CLAUSULA DE RENUNCIA DE RESPONSABILIDAD (TRADUCCIONES)**
Las traducciones de condiciones, cláusulas y textos de Inglés a Español se realizan con fines de cortesía, en caso de controversia prevalecerá el texto en Inglés.

ERRORES Y OMISIONES

Cualquier error u omisión inadvertido por parte del Reasegurado o de los Reaseguradores no eximirá a ninguna de las partes de cualquier responsabilidad que se hubiera adjuntado a este Contrato y dicho error u omisión se rectificará inmediatamente después de su descubrimiento. Sin embargo, nada en esta cláusula se considerará para invalidar cualquiera de los términos y condiciones de este Contrato y no se impondrá ninguna responsabilidad mayor a ninguna de las partes que la que se hubiera impuesto si el error u omisión no hubiera ocurrido.

INFORMACION ADICIONAL Y CONDICIONES ESPECIALES:

EXCLUSIONES ADICIONALES APLICABLES A TODAS LAS SECCIONES:

- **Pandemias/Epidemias/Enfermedades por Coronavirus / Enfermedades infecciosas, Pandemias, Epidemias de cualquier clase y/o Enfermedades por Coronavirus en cualquiera de sus variantes.**
- **Clausura total o parcial debido a epidemia, pandemia, o enfermedades infecciosas.**
- **Toda perdida directa o indirecta causada por una epidemia, pandemia o enfermedad infecciosa, incluyendo, pero sin limitarse**

a gripe aviar, influenza, o cualquier cepa viral de H5N1, H9N2, H7N7, Covid-19 así como cualquier mutación o variación de estos o cualquier otro virus, microorganismo o bacteria.

- **Saqueo y pillaje por cualquier causa.**
- **Terrorismo y Sabotaje y Violencia Política, SRCC, Saqueo y pillaje.**
- **Virus, mohos y esporas tóxicas.**
- **Epidemias, pandemias y/o enfermedades contagiosas.**
- **Riesgos de información tecnológica.**
- **Póliza Blanket**

CONDICIONES Y/O CLAUSULAS APLICABLES A TODAS LAS SECCIONES:

- No adhesión (anexo)
- CLÁUSULA DE EXCLUSIÓN ABSOLUTA DE ENFERMEDAD (anexo)
- CLAUSULA EXCLUSION DE PERDIDAS POR PANDEMIA (anexo)
- CLAUSULA DE ENFERMEDADES TRANSMISIBLES (anexo)
- CLAUSULAS GENERALES LEGALES SEGUROS ATLAS S.A.

SUJECIONES APLICABLES A TODAS LAS SECCIONES:

- No deterioro de la siniestralidad ni aumento de reservas según siniestralidad descrita en este documento a la fecha de su orden en firme y/o inicio de vigencia, de lo contrario Seguros Atlas se reserva el derecho de recotizar, o bien, cancelar su soporte.

NO ADHESIÓN.

Este contrato de seguro (Póliza) fue negociado libremente entre las partes contratantes del mismo y está sujeto a las cláusulas, límites, exclusiones y demás condiciones pactadas entre Seguros Atlas, S.A., como Aseguradora y la persona cuyo nombre o denominación aparece en la caratula.

En virtud de lo anterior, no le resultan aplicables a esta Póliza las disposiciones específicas establecidas para los contratos de adhesión, tales como las previstas en el artículo 20 bis de la Ley sobre el contrato de Seguro, el artículo 56 de la Ley de Protección y Defensa al Usuario de Servicios Financiero, el articulo 202 Capitulo Segundo de la Ley de Instituciones de Seguros y de Fianzas y en la disposición 4.1.1., Capitulo 4.1., Titulo 4., de la Circular Única de Seguros y Fianzas o cualquier otra disposición aplicable exclusivamente a los contrato de adhesión.

CLÁUSULA DE EXCLUSIÓN ABSOLUTA DE ENFERMEDAD.

Se aclara y acuerda mediante esta cláusula que la presente póliza, todas sus coberturas adicionales, particulares, generales y/o especiales y los endosos que forman parte de la misma excluyen de manera absoluta cualquier

- tipo de pérdida y/o daños materiales, afectación, destrucción, costo y/o gasto y/o afectación y/o impedimento para funcionar y/o como pudiera denominarse a tal evento, así como

- pérdida consecuencial de todo tipo tal como, pero sin limitarse a, pérdida de beneficios, pérdida de utilidades, interrupción de actividades o de negocios y/o como pudiera denominarse a tal evento, que se derive de o que se afirme que se deriva de cualquier enfermedad sea o no contagiosa y/o infecciosa y/o transmisible, epidemias y/o pandemias, ya sean transmisibles o no.

CLAUSULA EXCLUSION DE PERDIDAS POR PANDEMIA.

La Compañía no será responsable en ningún caso por pérdidas, daños, gastos, responsabilidades o afectaciones a consecuencia de epidemias o pandemias y cualquier fenómeno de la naturaleza de carácter extraordinario declarada oficialmente por la autoridad competente ya sea local o internacional y que no éste expresamente amparado por la póliza de seguro.

[redacted] Firma de persona física, información protegida de conformidad con los artículos 113, fracción I de la LFTAIP y 116, primer párrafo de la LGTAIP.

SEGUROS ATLAS, S.A.

ESPECIFICACIÓN
SEGURO DE DAÑOS DE RESPONSABILIDAD CIVIL

ESPECIFICACIÓN QUE SE AGREGA Y FORMA PARTE DEL ENDOSO: D00-2-71-000007878_0003-0-1
DEL PRODUCTO: SEGURO DE DAÑOS DE RESPONSABILIDAD CIVIL

EXPEDIDA A FAVOR DE: SERVICIOS Y TERMINALES DE TUXPAN, S.A. DE C.V.

Por medio del presente endoso a solicitud del asegurado se modifican las siguientes cláusulas de la Sección 1 a quedar:

CLÁUSULA DE REINSTALACIÓN AUTOMÁTICA:

En el caso de que se realicen pagos bajo la Póliza a raíz de un Siniestro el Límite Máximo de Responsabilidad (Suma Asegurada) del Asegurador por Periodo de la Póliza se reduce en una suma igual a los pagos realizados No obstante se producirá el restablecimiento de la Suma Asegurada por Periodo de la Póliza hasta la cifra fijada en la tabla de cobertura.
La Suma Asegurada repuesta solamente estará disponible en caso de nuevos siniestros que se produzcan dentro del Periodo de la Póliza. Esta reposición de Límite no se aplicará en aquellos siniestros que se encuentren pendientes de indemnización a la fecha en que se haya agotado la Suma Asegurada del Periodo de la Póliza.

Asimismo esta reposición de Límite se extenderá única y exclusivamente a la fecha de expiración de la póliza.

En cualquier caso para la aplicación de esta cláusula se establece que la cantidad máxima que se repondrá por Periodo de la Póliza equivale a la Suma Asegurada otorgada por la presente Póliza.

CLÁUSULA DE NO CANCELACIÓN:

La póliza deberá ser pagada en una sola exhibición y no podrá ser cancelada durante la vigencia de esta. Por tratarse de seguros obligatorios la póliza de seguros no podrá cancelarse rescindirse ni darse por terminada antes de la finalización de su vigencia de conformidad con el artículo 15 TER del Acuerdo con relación con los artículos 39 y 150 Bis de la Ley sobre el contrato de seguros (LSC).

CLAUSULA DE RENUNCIA DE RESPONSABILIDAD (TRADUCCIONES)

Las traducciones de condiciones cláusulas y textos de Inglés a Español se realizan con fines de cortesía en caso de controversia prevalecerá el texto en Inglés.

ERRORES Y OMISIONES

Cualquier error u omisión inadvertido por parte del Reasegurado o de los Reaseguradores no eximirá a ninguna de las partes de cualquier responsabilidad que se hubiera adjuntado a este Contrato y dicho error u omisión se rectificará inmediatamente después de su descubrimiento. Sin embargo nada en esta cláusula se considerará para invalidar cualquiera de los términos y condiciones de este Contrato y no se impondrá ninguna responsabilidad mayor a ninguna de las partes que la que se hubiera impuesto si el error u omisión no hubiera ocurrido.

Demás términos y condiciones permanecen sin cambios.

[redacted]

Firma de persona física, información protegida de conformidad con los artículos 113, fracción I de la LFTAIP y 116, primer párrafo de la LGTAIP.

SEGUROS ATLAS, S.A.