

WAVELENGTH PORTS AND TERMINALS

FINES AND DUTY EXTENSION (LIABILITY)

This extension is to be read in conjunction with the Wavelength Ports and Terminals Liability Wording and the Policy provisions that apply therein.

In consideration of the payment of an additional premium to be agreed by Underwriters, and if shown as operative in the Insurance Schedule, this Policy shall be extended to indemnify the Assured's legal liability arising from an unintentional breach of any regulation, or 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.

Provided that such breach directly relates to:

- 1.** The import or export of cargo or the equipment of the Assured's customers, essential to the business/with whom a written contract is in place; 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:

- A.** That has not been properly established, proved, or held by a competent court or tribunal acting within its powers.
- B.** For any illegal or criminal acts of the Assured.
- C.** 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.
- D.** 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.
- E.** 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.
- F.** For any amount that would have been payable by the Assured notwithstanding any breach.
- G.** 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.
- H.** For any fine or duty associated with the non-compliance of the ISPS Code.

DEFINITIONS APPLICABLE TO THIS EXTENSION

There are words and expressions used in this Policy which have a specific meaning unique to this Policy. Plural forms of the words defined have the same meaning as the singular form.

- (i) **AUTHORITY** – shall mean any government, State or local body, organisation, or agency thereof.
- (ii) **POLLUTION** – shall mean the emission, discharge, dispersal, release or escape of a pollutant into or upon land, sea, the atmosphere, any watercourse, or body of water which is not naturally present in the environment in the amounts/concentrations discovered.

This extension shall be subject to the General Policy Provisions, and nothing contained in this extension shall operate to increase the overall Liability Section limit as specified in the Insurance Schedule.

This extension is subject to a section sub-limit as specified in the Insurance Schedule.

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