

PORT AUTHORITY LIABILITY INSURANCE

1. **A. ASSURED:**
B. INSURED LOCATION(S):
2. **LOSS PAYEE:**
Loss, If any, payable to Assured or order.
3. **COVERAGE**
In consideration of the payment of premium, this insurance shall pay on behalf of the Assured such sums as noted below for which the Assured shall become legally liable arising out of the Assured's activities as a port authority, port operator or harbour board at the insured location(s) noted above. This insurance shall respond:
 - (a) For all sums for which the Assured shall become obligated to pay by reason of loss damage, injury or expense, including loss of use, to any vessels and their equipment, cargo, freight, or other interest on board, the property of others (including the cost of or expense of or incidental to the removal of wreck of such property), while docking, undocking, or in the Assured's custody or possession as landing owners or port authority operators at the locations insured hereunder, including whilst in warehouses, or while proceeding to or from such premises, or caused directly or indirectly by the freeing or breaking away of vessels from such premises
 - (b) For all sums for which the Assured shall become obligated to pay (a) as damages because of bodily injury, personal injury or death sustained by any person; (b) as damages for the loss of use of the property of others as well as damages because of injury to, loss of or destruction of, the property of others; and (c) expenses for removal of the spill of a pollutant caused by accident.
 - (c) The cost of defending and investigating any suit against the Assured on any claim based on a liability or an alleged liability of the Assured covered by this insurance shall be payable by the Assurers if the amount of the claim hereunder exceeds the retained limit under this policy, but the Assurers shall not be liable for costs or expense of prosecuting or defending any suit unless the same shall have been incurred with the written consent of the Assurers. These Assurers, however, reserve the right to conduct the defense of any actions or suits at their own expense.
 - (d) For all sums which the Assured shall become obligated to pay by reason of loss, Damage, injury or expense arising out of assault and battery when committed solely to protect persons and/or property.
- (e) For all sums which the Assured shall become obligated to pay arising out of the "product hazard" and "completed operations hazard" as defined in this policy.
4. Notwithstanding the foregoing, it is hereby understood and agreed that this insurance does not cover against, nor shall any liability attach hereunder for loss, damage, injury or expense caused by or resulting from:
 - (A) War, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an 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; (2) by military, naval or air forces; (3) by an agent of any such government, power, authority or force;
 - (B) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (C) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against 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;
 - (D) Following delivery of cargo to others:
Losses to goods while in transit by truck, tank car, ship and/or pipeline and in the possession of others, arising solely from causes other than the Assured's operations;
 - (E) Any claim in respect of loss of life, bodily injury, sickness, maintenance, cure or wages of any employee of the Assureds under State or Federal Compensations Acts;
 - (F) Loss, damage injury or expense which may be recoverable under any other insurance carried by the Assured or by others for account of the Assured except insurance covering part of the risk issued in conjunction herewith, or any excess insurance over and above the amount hereunder;
 - (G) Any contractual liability accepted under a charter party unless specifically agreed hereon and additional premium paid hereon if applicable;
 - (H) Bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of
 - (i) any automobile or aircraft owned or operated by or rented or loaned to the Assured, or
 - (ii) any other automobile or aircraft operated by

any person in the course of his employment by the Assured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Assured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the Assured.

- (I) Liability for the cost of removal, recovery, repair, alteration or replacement of any product (or any part thereof) which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired or altered by or on behalf of the Assured in normal course of the Assured's operations.
- (J) Any liability arising out of the Assured's failure to supply or from fluctuations in supply of any gas, oil, electricity, chemicals, products, materials or services.
- (K) (i) Actual or alleged liability arising out of an Assured's capacity, duty or responsibility as an Officer, Director or Trustee of a corporation by reason of any breach of fiduciary, duty, or improper conduct or conflict of interest in the performance of an Assured's duties, responsibilities or accountability as an Officer, Director or Trustee, including, without limitation, any actual or alleged misstatement, misleading statement, gain or personal profit or advantage to which the Assured was or is not entitled legally, any dishonest act, or bad faith conduct, in the Assured's capacity as an Officer, Director or Trustee, or with respect to the capital or assets of the corporation, or any action taken beyond the scope of the Assured's authority as an Officer, Director or Trustee;
(ii) Actual or alleged liability arising out of or incidental to any alleged violation(s) of any federal or state law regulating, controlling and governing stocks, bonds or securities of any type or nature.
(iii) Actual or alleged liability arising out of or incident to any alleged violation(s) of any federal or state law regulating, controlling and governing antitrust or the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts and practices in trade and commerce.
(iv) Actual or alleged liability of any Officer, Director or Trustee arising out of or asserted in a shareholder's derivative action; or
(v) Actual or alleged liability arising out of or contributed to by the dishonesty or infidelity of any Assured; or
(vi) Actual or alleged liability which would be payable under the terms of coverage of a Directors and Officers Liability Insurance Policy or a Directors and Company Reimbursement Indemnity Policy of the type issued by stock insurance companies as if any Assured had obtained such coverage in an

amount sufficient to pay the full amount being claimed against any Assured, whether or not any Assured has obtained such coverage.

- (L) Any negligence, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Assured in the conduct of any of the Assured's business activities unless directly related to owning or handling ships, cargoes or goods in transit. Professional services includes but is not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications, engineering or electronic data processing services.
- (M) Bodily Injury or Personal Injury or loss of, damage to or loss of use of property directly or indirectly caused by asbestos
- (N) Bodily Injury or Personal Injury or loss of, damage to or loss of use of property directly or indirectly caused by Polychlorinated Biphenyl.
- (O) Any loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - (i) ionizing radiation from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 5. Liability of these Assurers with respect to this insurance shall not exceed (amount t.b.a) limit of any one occurrence. Notwithstanding the above, these Assurers shall not be liable more than (amount t.b.a) in the aggregate during each annual period of this policy in respect of liability for products and completed operations hazards as defined herein.
- 6. Hereon is granted for the Assured to obtain excess insurance if required, which shall be liable for any loss and/or losses, claim and/or claims beyond the amount covered herein.
- 7. It is specially understood and agreed that the protection given by this policy remains in full and effect during the whole period insured and is not reduced by the amount of any loss or losses hereunder, except as respect the products and completed operations hazards aggregate limit.
- 8. This insurance is subject to the following deductibles: each occurrence as respects pollution claims. each occurrence as respects all other claims.
- 9. This insurance shall be governed by the law of Turkey whose Courts shall have jurisdiction in any dispute arising hereunder. It is further stipulated and is a consideration of this insurance that in the event of occurrence which may result in loss, damage, injury,

or expense, for which these Assurers are or may become liable under this insurance, notice thereof shall be given to insurers 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 Assurers if requested.

10. In the event of any payment under this policy, the Assurers shall be subrogated to all the Assured's rights of recovery therefore against any person or organization and the Assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Notwithstanding any of the foregoing, the Assured shall have the right to waive subrogation prior to any loss. Further the right of subrogation against any of the Assured is waived.

11. Whenever required by these Assurers, the Assureds shall aid in securing information, evidence, obtaining of witnesses and cooperate with the Assurers (except in a pecuniary way) in all matters which the Assurers may deem necessary in the defense of any claim or suit or appeal from any judgment in respect of any occurrences as herein before provided.

12. It is specially agreed that any expenses or charges incurred by the Assured in minimizing, or attempting to minimize, a claim shall not be deemed to be an admission of liability by the Assured and shall not invalidate any coverage provided by this policy, these Assurers to reimburse the Assured for any such expenses or charges, if incurred.

13. This policy is issued in consideration of a premium of which shall be subject to adjustment at expiry at the rate of tonnes handled at expiry.

14. The term "occurrence", whenever used herein, means an event or a continuous or repeated exposure to conditions which unintentionally, from the standpoint of the Assured, causes injury, damages or destruction during the policy period. Any number of such injuries, damages or destruction resulting from a common cause or from exposure to substantially the same conditions shall be deemed to result from one occurrence.

Operations or products in existence prior to the inception of this policy which cause or result in bodily injury or property damage during the policy period are covered by this policy. The above definition is hereby extended to include personal injury, bodily injury or property damage committed by or at the direction of the Assureds for the purpose of protecting persons or property.

15. The term "bodily injury" whenever used herein means bodily injury, sickness, disease or mental anguish or shock sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

With respect to Emergency Medical Technicians, nurses or any person rendering first aid, bodily injury is extended to include injury arising out of

the rendering of or failure to render professional services or first aid during the course of their employment by the Assured.

The term "personal injury" whenever used herein means injury sustained by any person or organizations and arising out of one or more of the following offences committed in the conduct of the Assured's business:

- A)** false arrest, humiliation, detention or imprisonment or malicious prosecution;
- B)** the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Assured,
- C)** wrongful entry or eviction, or other invasion of the right of private occupancy.

16. The term "completed operations hazard" whenever used herein includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Assured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of following times:

- (i)** when all operations to be performed by or on behalf of the Assured under the contract have been completed.
- (i)** when all operations to be performed by or on behalf of the Assured at the site of the operations have been completed.
- (ii)** when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work or corrections, repair or replacement because of any defect or deficiency but which are otherwise complete, shall be deemed completed.

The completed operation hazard does not include bodily injury or property damage arising out of:

- (A)** operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a conditions in or on a vehicle created by the loading or unloading thereof.
- (B)** the existence of tools, uninstalled equipment or abandoned or unused materials.

17. The term "product hazard" includes bodily injury

and property damage arising out of the Assured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Assured and after physical possession of such products has been relinquished to others.

The term 'Assured's products' means goods or products manufactured, sold, handled, or distributed by the Assured or by others trading under the name of the Assured, including any container thereof (other than a vehicle), but "Assured's products" shall not include a vending machine or any property other than such a container, rented to or located for use of others but not sold.

18. It is understood and agreed that the terms and conditions of this form are substituted for those of the policy from to which this is attached the latter being hereby waived except for those provisions required by the law to be inserted in the policy.
19. In the event of claims being made by reason of personal injury, bodily injury or property damage suffered by any employee of one Assured hereunder for which another Assured hereunder is or may be liable, then this policy shall cover such Assured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Assured hereunder.

In the event of one of the Assureds incurring liability to any other of the Assureds, this policy shall cover the Assured against whom claim is or may be made in the same manner as if separate policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in this policy.

20. CANCELLATION CLAUSE

It is hereby understood and agreed that either party may cancel this policy upon giving the other thirty (30) days notice in writing (except ten (10) days in event of nonpayment of premium). If such cancellation is at the Assured's request short rates to apply, if at the companies' request prorata to apply. Notice to the broker who has negotiated this insurance shall be deemed proper notice to the other party.