

# **Transport Operator Comprehensive Liability Policy Extensions**

## **1. Contingent Liability for Contractors**

On receipt of suitable premium this policy is extended to cover the insured's legal liability in respect of acts of employees of their contractors/ sub contractors for which they may be responsible. Provided that the indemnity given is on the condition that:

- It is contingent upon the liability incurred not being covered or indemnified by any insurance of the contractors/subcontractors.
- If any claim submitted is covered by the contractors/subcontractors more specific insurance, then this policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such specific insurance.

## **2. Warehousemen's Liability**

On receipt of suitable premium this policy is extended to cover the insured's legal liability as owner / operator of the warehouse under insured's Trading Terms and conditions lodged with the company for cargo(es) / goods carrying principally of General and/or Container Cargo while in the care, custody or control of the insured's warehouse and/or appointed warehouse specified in the Schedule.

## **3. Contingent Cover**

On receipt of suitable premium the company may determine to pay an indemnity to the insured at its own discretion on condition that the insured's legal liability incurred (contractual or non-contractual) is not covered or indemnified by any insurance of Section (1-5) under this policy.

## **Endorsements/ Clauses**

### ➤ **IT Clarification Agreement Clause**

Property damage covered under this agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

### **Consequent the following are excluded for the agreement:**

- ❖ Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to substance of property shall be covered.
- ❖ Loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### ➤ **Contracts (Rights of third Parties) Act 2001 Exclusion Clause**

“A person who is not a party to this policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.”

### ➤ **Tenant’s Liability Clause**

Notwithstanding anything contained herein to the contract it is hereby declared that outside liability (b) of this policy is extended to indemnify the insured against liability at law in respect of accidental damage to the premises occupied by them as tenants for the purpose of the business.