

TRUCKERS UNIFORM INTERMODAL INTERCHANGE ENDORSEMENT (IANA FORM UIIE—1)

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

| | |
|-----------------------|---------------|
| Endorsement Effective | Policy Number |
| Named Insured | |

It is agreed that such insurance as is afforded by the policy for Auto Bodily Injury and Property Damage Liability applies to liability assumed by the named insured, as "Motor Carrier Participant," under Section F.4. of the Uniform Intermodal Interchange and Facilities Access Agreement, and any subsequent amendments thereto:

F. Liability, Indemnity, and Insurance

F.4. Indemnity

- a. Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage, including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing subsection F.4 (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises.
- b. Exceptions: The foregoing indemnity provision shall not apply to the extent Damages: (i) occur during the presence of the Motor Carrier on the Facility Operator's premises and are caused by or result from the negligent or intentional acts or omissions of the Indemnitees, their agents, employees, vendors or third party invitees (excluding Indemnitor); or (ii) are caused by or result from defects to the Equipment with respect to items other than those set forth in Exhibit A, unless such defects were caused by or resulted from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors, or subcontractors during the Interchange Period.

Subject to the following provisions:

1. The limits of the company's liability under this policy for damages because of bodily injury and property damage arising out of the use, operation, maintenance or possession of interchange equipment shall be the applicable amount stated below and designated by an "x" unless a greater amount is otherwise stated in the policy as applicable to such bodily injury or property damage.
 - Single Limit Bodily Injury and Property Damage..... \$1,000,000 Each Accident (or the Equivalent)
2. The company shall:
 - (a) Upon issuance of this endorsement, furnish to the **President, The Intermodal Association of North America, 11785 Beltsville Drive, 11th Flr., Beltsville, MD 20705**, a properly executed Certificate of Insurance which carries the notation that the company has issued to the named insured Motor Carrier a policy of liability insurance; and
 - (b) Upon cancellation or termination of the policy of which this endorsement forms a part, furnish a notice of such cancellation or termination **NOT LESS THAN 30 DAYS** prior to the effective date of such cancellation or termination, such notice to be mailed to said President at the above address.