

## Marine Liability Insurance



### Insurance Product Information Document

This insurance is provided by Globe Underwriting Limited acting on behalf of certain Underwriters at Lloyd's, via Lloyd's Brussels, which is registered in the United Kingdom. Globe Underwriting Limited is authorised by Lloyd's and regulated by the Financial Conduct Authority. Registered number: 502101.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which will be provided by your insurance intermediary. Other pre-contractual information is also available from your insurance intermediary.

#### What is this type of insurance?

This is a marine liability insurance policy providing cover for the Insured's legal liability for loss or damage to cargo.

 What is insured?	 What is not insured?
<ul style="list-style-type: none"> <li>✓ Freight Services Cargo Legal Liability</li> <li>✓ Errors and Omissions</li> <li>✓ Fines and Duty</li> <li>✓ Third Party Liability</li> <li>✓ Pollution</li> </ul>	<ul style="list-style-type: none"> <li>✗ Excluded cargoes as per policy</li> <li>✗ Excluded contract terms as per policy</li> <li>✗ Liability arising out of a performance bond or guarantee</li> <li>✗ Risks excluded as per Clause 15 of the General Terms Conditions and Exclusions</li> </ul>

#### Are there any restrictions on cover?

- ! Consequential Loss (sub-limits and conditions apply)
- ! Uncollected Cargo (sub-limits and conditions apply)
- ! On-Forwarding costs (sub-limits and conditions apply)
- ! Debris Removal (sub-limits and conditions apply)
- ! Damage to Transport Equipment and other Cargo (sub-limits and conditions apply)
- ! Contract Conditions (conditions apply)
- ! High Risk Cargoes (conditions apply)
- ! Use of Sub-Contractors (conditions apply)
- ! Unattended Vehicles (sub-limits and conditions apply)
- ! Seepage and Pollution (sub-limits and conditions apply)
- ! Fines and Duty (sub-limits and conditions apply)
- ! Warehouse Security (conditions apply)
- ! Illegal Immigrants (conditions apply)
- ! Unapproved Contracts (sub-limits and conditions apply)
- ! Cabotage (sub-limits and conditions apply)
- ! Gross Negligence (sub-limits and conditions apply)





---

### Where am I covered?

---

- ✓ Worldwide but excluding to/from/via Iran, and subject always to the Sanction Limitation and Exclusion Clause in the General Policy Terms (clause 17)



---

### What are my obligations?

---

- Maintain Premium payments
- Notify claims as soon as is reasonably practicable as per Clause 4.0 of the policy
- Advice of any material changes to the risk



---

### When and how do I pay?

---

- Premiums are to be paid monthly, quarterly or annually depending on the frequency noted on the policy
- Premiums are paid directly into our Insurance Bank Account (IBA).



---

### When does the cover start and end?

---

- Cover will start from the date shown on the policy and continues until:
  - You cancel cover
  - You cease premium payments
  - Expiry of the policy on the date shown on the policy



---

### How do I cancel the contract?

---

- As per Clause 13.0 of the policy
- 



## COMPLAINTS NOTICE – LATVIA

Any complaint should be addressed to:

Service Manager  
Operations Team  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 39

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Consumer Rights Protection Centre or the Financial and Capital Markets Commission. The contact details of these organisations are as follows:

Consumer Rights Protection Centre  
Brivibas Street 55  
Riga  
LV-1010  
Latvia

Tel: +371 6545 2554

Fax: +371 6738 8634

E-mail: [ptac@ptac.gov.lv](mailto:ptac@ptac.gov.lv)

Website: [www.ptac.gov.lv/en/content/consumer-protection-0](http://www.ptac.gov.lv/en/content/consumer-protection-0)

Financial and Capital Market Commission  
Kungu iela 1  
Riga  
LV-1050  
Latvia

Tel: 67774800

E-mail: [fktk@fktk.lv](mailto:fktk@fktk.lv)

Website: [www.fktk.lv/en/commission/about-us/2011-10-19-consumer-complaints-hand.html](http://www.fktk.lv/en/commission/about-us/2011-10-19-consumer-complaints-hand.html)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0055

01/01/2019



# **GLOBE** **UNDERWRITING**

**Combined Marine Liability**

**Policy**

**Globe Underwriting Limited  
Epsilon House  
West Road  
Ipswich  
IP3 9FJ**



**ENDORSEMENT No. 2  
ATTACHING TO AND FORMING PART OF  
POLICY NO. 211360GU19**

**IN THE NAME OF:** ZS Igauni Ltd  
**INCEPTION DATE:** 19 AUGUST 2019  
**EFFECTIVE DATE:** 19 AUGUST 2019

**NOMINATED LOSS ADJUSTER**

It is hereby noted and agreed that all claims notifications must be given to :-

Rod Davis  
CWH & Co  
The Chistlehurst Business Centre  
Sunnymead  
1 Bromley Land  
Chistlehurst  
Kent BT7 6LH

Telephone: +44 (0) 208 467 660  
Fax: +44 (0) 208 295 1365  
Mobile: +44 (0) 7974 232504  
Email: [rod.davis@cwh.co.uk](mailto:rod.davis@cwh.co.uk)  
Website: [www.cwh.co.uk](http://www.cwh.co.uk)

It is further noted and agreed that claims settlement authority is with:-

Pequod Associates  
Suite 505, Coppergate House  
16 Brune Street  
London E1 7NJ

Contact details as follows:-

**Libby Smith (Manager)**  
Office: +44 1449 674275  
Mobile: +44 7717 403089  
Email: [globeclaims@navisclaims.com](mailto:globeclaims@navisclaims.com)

**Donna Gandy (Senior Claims Handler)**  
Office: +44 1449 700673  
Mobile: +44 7800 793458  
Email: [globeclaims@navisclaims.com](mailto:globeclaims@navisclaims.com)

All other terms and conditions remain unchanged.

Signed



Dated

30/07/2019



**ENDORSEMENT No. 1  
ATTACHING TO AND FORMING PART OF  
POLICY NO. 211360GU19**

**IN THE NAME OF:** ZS Igauni Ltd  
**INCEPTION DATE:** 19 AUGUST 2019  
**EFFECTIVE DATE:** 19 AUGUST 2019

**TEMPERATURE CONTROLLED CARGO EXTENSION**

Where this policy includes the carriage of cargo in a refrigerated, or chilled or insulated condition, it is a condition precedent that:-

- a) All drivers involved in the transportation of such goods shall have had training in the handling of such traffic from the manufacturers of such equipment or an authorised agent of the manufacturers or from an externally qualified outside organisation.
- b) The temperature of the unit shall be recorded in writing by the Insured at the time of loading and unloading and in the case of any journey exceeding 12 hours, the temperature within the unit shall be recorded at intervals of not more than 12 hours.
- c) All units and vehicles shall be maintained and used in accordance with the manufacturers instructions.
- d) The Insured shall retain such records of (a), (b) and (c) above and shall make them available to Insurers upon request.

All other terms and conditions remain unchanged.

Signed



Dated

30/07/2019



## Policy Form

### Globe Underwriting Limited

**POLICY No.:** 211360GU19

---

**Policy Form:** Version 2, 2019

**Insured:** Saldus rajona Jaunauces pagasta zemnieku saimniecība "IGAUNĪ"

**Insured Address:** Uriekstes Street 4, Riga, Latvia

**Broker:** AON Baltic UADBB Latvian Branch

**Broker Address:** Ulbrokas str. 23, Riga, Latvia, LV-1021

**Period of Insurance:** 12 months from 19 August 2019 to 18 August 2020 including both days GMT

**Geographical Limit(s):** Worldwide but excluding to/from/via Iran, and subject always to the Sanction Limitation and Exclusion Clause in the General Policy Terms (clause 17)

**Insured Location(s):** Riga

**Insured Operation(s):** Freight Services/Road Haulage (including High Risk Cargo)

**Applicable Schedule(s):** Freight Services

**Policy Cover Limit(s):** EUR250,000  
**(Per incident or occurrence)**

**Premium:** Minimum and Deposit EUR4,260 adjustable at 0.171% on annual turnover (estimated at EUR2,500,000)

**Payment terms:** 2 x equal instalments due 15/09/19 and 15/12/19

#### IMPORTANT NOTICE:

Notice is given of the General Guidance to the Insured to which the Policy is subject, which document shall have been given to the Insured prior to the Policy and to which the Insured has agreed. By entering into this Policy the Insured acknowledges that it is aware of and has complied with the duty of fair presentation as laid down by the Insurance Act 2015.



### Policy Statement

This Policy shall comprise (1) the Policy Form, (2) Schedule(s) (3) Terms & Conditions applicable to Schedule(s) (4) Definitions (5) General Policy Terms Conditions & Exclusions, (6) Additional Cover wording and (7) Endorsement(s), which shall all be read together and construed as one contract.

### Several Liability Notice

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.





## NOMINATED LOSS ADJUSTER

It is hereby noted and agreed that all claims notifications must be given to our delegated claims adjusters:-

Pequod Associates  
Suite 505, Coppergate House  
16 Brune Street  
London E1 7NJ  
[globeclaims@navisclaims.com](mailto:globeclaims@navisclaims.com)

The contact details are as follows:-

**Mrs Libby Smith**  
Manager  
Pequod Associates Limited  
Tel: +44 (0) 1449 674275 (Direct)  
Mob: +44 (0) 7711 403089  
[globeclaims@navisclaims.com](mailto:globeclaims@navisclaims.com)

**Donna Gandy (Alternate)**  
Office: +44 (0) 1449 700673 (Direct)  
Mobile: +44 (0) 7800 793458  
[globeclaims@navisclaims.com](mailto:globeclaims@navisclaims.com)

## US and LATAM

**Joe MacDonald (Primary Contact)**  
Office: + 1 212 209 1035  
Cell: + 1 914 860 4958  
[joemacdonald@pequodusa.com](mailto:joemacdonald@pequodusa.com)

**Juan Martinez (Alternate)**  
Office: +1 212 209 3939  
Cell: +1 917 940 6258  
[juanmartinez@pequodusa.com](mailto:juanmartinez@pequodusa.com)

## SE ASIA

**Mufei Lo (Primary Contact)**  
Office: + 65 6438 7484  
Mobile: + 65 9823 0119  
[mufei@navisclaims.com](mailto:mufei@navisclaims.com)

**Nizham Ja'afar (Alternate)**  
Office: + 65 6292 0900  
Mobile: + 65 8428 8401  
[nizham@navisclaims.com](mailto:nizham@navisclaims.com)



## FREIGHT SERVICES SCHEDULE

**SCHEDULE LIMIT:** EUR250,000 any one incident or occurrence

**DEDUCTIBLE:** EUR750 any one incident or occurrence

### **POLICY ADDITIONAL COVER(S)**

<b>Errors and Omissions</b>	<b>Limit/Sub Limit/ Aggregate Limit ("Agg")</b>	<b>Deductible</b>
E and O Limit	EUR150,000 agg	As above
Fines and Duty	EUR150,000 agg	As above

<b>Warehousekeepers – NOT INSURED</b>	<b>Limit/Sub Limit/ Aggregate Limit ("Agg")</b>	<b>Deductible</b>
Loss or damage to cargo		
Consequential Loss		
Delay in Delivery		
Duty		

<b>Third Party Liability</b>	<b>Limit/Sub Limit/ Aggregate Limit ("Agg")</b>	<b>Deductible</b>
General	EUR100,000	
Pollution	EUR50,000 agg	

<b>Freight Demurrage &amp; Defence – NOT INSURED</b>	<b>Limit/Sub Limit/ Aggregate Limit ("Agg")</b>	<b>Deductible</b>
FD&D		
Minimum Dispute		

- (1) Subject to (2) below, the aforesaid individual limits/sub-limits/aggregate limits on this Schedule are subject to the Policy Cover Limit indicated on the Policy Form and the terms & conditions of the Policy including but not limited to Section A;
- (2) In the event of any difference between any sub-limit in this Schedule and sub-limits in the Policy Form, the sub-limit in this Schedule shall apply.



## **TERMS AND CONDITIONS APPLICABLE TO FREIGHT SERVICES**

### **SECTION A**

#### **A) COVERAGE - CARGO AND RELATED LIABILITIES**

---

**Subject to Part B) Special Conditions and Exclusions, this Policy covers the legal and/or contractual liability of the Insured for:-**

**1.0 Physical loss or damage to cargo whilst In Transit or during Storage in Transit;**

**1.1 Consequential Loss**

Consequential Loss, including demurrage, arising out of and following liability under Clause 1.1 above, incurred by a cargo owner or cargo bailee, subject to a sub-limit of EUR250,000 any one incident or occurrence;

**1.2 General Average**

Cargo's proportion of general average, salvage or salvage charges

**1.3 Duty**

Duty forming part of a claim for physical loss or damage to cargo, other than duty under any form of bond or guarantee;

**1.4 Temporary Storage**

Subject to clause 7 below, loss or damage to cargo during Temporary Storage following rejection of cargo by consignee/cargo receiver, or where the consignee/cargo receiver does not take delivery, provided that Insurers are notified within a reasonable time of the rejection or non-delivery as above

**2.0 The policy also covers cost and expense to the Insured of the following:**

**2.1 Uncollected Cargo**

The extra cost or expense incurred by the Insured solely by reason of the failure of a consignee/ cargo receiver to collect cargo at designated place of delivery, subject to:

- a) a limit of EUR 25,000 in the aggregate in the Policy year;
- b) the Insured bearing 20% of the amount otherwise recoverable under the Policy, after application of the deductible;
- c) in the event of legal sale of the cargo, proceeds of sale shall be split between the Insured and Insurers respectively in the following proportions; Insured 20%/Insurers 80% and
- d) the Insured having in place reasonable procedures at the place of arrival for checking that cargo has been collected.



## **2.2 On-forwarding Costs**

On-forwarding cargo to destination including Temporary Storage, unloading, reloading and transfer of cargo to other Transport Equipment, consequent upon and following an accident to the Transport Equipment being used for cargo transportation, but subject to a sub-limit of EUR250,000 any one incident or occurrence.

## **2.3 Debris**

Removal, disposal and destruction of cargo debris from a public road following an accident to Transport Equipment, but subject to a sub-limit of EUR25,000 any one incident or occurrence.

## **2.4 Damage to Transport Equipment and other Cargo**

Loss or damage to third party Transport Equipment and/or to third party cargo or property, resulting from manner in which the cargo being transported by the Insured or during Storage during Transit is stowed. This is subject to a sub-limit of EUR250,000 any one incident or occurrence, except where Third Party Liability Additional Cover has been effected, when this sub-limit shall not apply.



## **TERMS AND CONDITIONS APPLICABLE TO FREIGHT SERVICES**

### **SECTION A**

#### **B) SPECIAL CONDITIONS AND EXCLUSIONS**

---

##### **1.0 CONDITIONS PRECEDENT TO THE LIABILITY OF INSURERS:**

The following matters under Clause 1.0 are conditions precedent to the liability of Insurers:

###### **1.1 Contract Conditions**

The Insured shall contract under current FIATA terms and conditions, under current terms and conditions of a national forwarding association affiliated to FIATA, under General Trading Terms and Conditions that shall have been seen and approved by Insurers and confirmed by endorsement on the Policy or otherwise confirmed by Insurers in writing, under CMR or where applicable under national legislation relating to road carriage.

###### **1.2 Carriage by Sea**

- a) Where the Insured contracts to carry cargo by sea and/or Bills of Lading are issued by or on behalf of the Insured, such contracts and/or Bills of Lading shall include a Paramount Clause incorporating the Hague Visby Rules as enacted by the Carriage of Goods by Sea Act 1971, or equivalent national legislation under the Hague Visby Rules (in the case of shipments to or from the United States, US COGSA);
- b) Where cargo is agreed to be carried on deck it shall be carried (i) on specific terms expressed in writing both on the face and the reverse of the Bill of Lading exonerating the Insured from liability and stating cargo is carried on deck and at shipper's risk, or (ii) on express terms that the Hague Visby Rules, as enacted by the Carriage of Goods by Sea Act 1971 or equivalent national legislation under the Hague Visby Rules (in the case of shipments to or from the United States, US COGSA) shall apply to carriage on deck;

###### **1.3 Carriage by Air**

Where the Insured contracts to carry by air and/or an Air Waybill is issued by or on behalf of the Insured, the Warsaw Convention as amended by the Montreal Protocol and any subsequent amendment shall be contractually incorporated and liability outside the period of responsibility under the said Convention/Protocol/amendment shall be expressly limited to the monetary limits as calculated under the Convention/Protocol unless a higher monetary limit is imposed by local law;

###### **1.4 Road Transport - Sub-contractor's Conditions of Carriage and Insurance**

Where the Insured sub-contracts carriage of cargo wholly or partly by road (a) the sub-contractor shall contract on terms and conditions substantially no less wide than those of the Insured, provided where such terms and conditions are imposed by law or do not materially affect liability and/or amount of any indemnity claim for loss or damage to cargo and (b) the Insured shall take reasonable care to ensure that the sub-contractor has at the time of contracting valid and sufficient cargo liability insurance cover, save that where the Insured does not comply with the obligations under sub-paragraphs (a) and (b) a claim may be recoverable under the Errors and Omissions Additional Cover if effected, provided that the Insured has in operation reasonable written operational procedures for checking insurance cover and the failure to verify the insurance cover has arisen as a result of an isolated negligent act Error or Omission of the Insured or its employees;



### **1.5 Road Transport – High Risk Cargo**

Save where the Insured may unwittingly be involved in the transport of High Risk Cargo, where the Insured carries High Risk Cargo by road, the vehicle/trailer, shall:

- a) whilst parked for rest breaks or for similar short stays between the hours 0600-2000, remain at a recognised and designated parking area for road hauliers, securely locked with keys removed and all openings securely closed, with the driver in the immediate vicinity;
- b) whilst parked between the hours of 2000-0600, or between the hours of 0600-2000 other than for rest breaks or for similar short stays, remain in a Locked building or in a fully enclosed location remaining Locked (apart from entry and exit of authorised vehicles) under constant surveillance, or remain in a recognised and designated parking area for road hauliers securely locked with keys removed and all openings securely closed and the driver in attendance at all times;
- c) where the transport of High Risk Cargo is sub-contracted by the Insured, then the Insured must notify the sub-contractor in writing of the requirements under sub-paragraphs (a) and (b) above.

### **1.6 Storage In Transit**

The Insured shall exercise due diligence to ensure that any location used for Storage in Transit, other than a location owned, leased or operated by the Insured (which shall only be covered where the Warehousekeeper's Additional Cover is in effect), shall be suitable in all respects taking into account the type, nature and value of the cargo.

## **2.0 HIGH RISK CARGO**

High Risk Cargo is not covered under the Policy unless specifically disclosed to Insurers in writing and confirmed by endorsement on the Policy or shown on the Policy Form under Insured Operations. Subject to Seven (7) clear days written notice to the Insured, Insurers may amend the list of High Risk Cargo under the Definitions Section.

## **3.0 EXCLUDED CARGO**

The Policy excludes liability relating to Excluded Cargo

## **4.0 EXCLUDED CONTRACT TERMS**

The Policy excludes claims arising out of Excluded Contract Terms

## **5.0 INSURED OPERATIONS**

The Policy excludes claims in respect of any Operation not previously declared to Insurers and agreed as covered, save that any Operation (not excluded under any term, condition or exclusion in this Policy) which is reasonably ancillary to a declared and agreed Operation shall be covered under this Policy.

## **6.0 LIABILITY TO CUSTOMS**

The Policy excludes claims by Customs, and similar governmental or European Union authorities except where the Errors and Omissions Additional Cover is in effect.

**7.0** Save where Errors and Omissions Additional Cover is effected, legal and or contractual liability arising out of or connected with transport and/or delivery of cargo to an incorrect location (including but not limited to Storage in Transit or Temporary Storage), is not covered under the Policy.

**IN THE EVENT OF NON-COMPLIANCE BY THE INSURED WITH ANY OF THE CONDITIONS PRECEDENT ABOVE, INSURERS WILL NOT BE LIABLE TO PAY THE CLAIM.**



## **ERRORS AND OMISSIONS ADDITIONAL COVER**

---

### **GENERAL**

This Additional Cover is ancillary to an effective Policy Schedule and covers legal and/or contractual liability for the negligent act Error or Omission by the Insured, its employees, or agents whilst acting within the scope of duty or authority and carrying out the legitimate business operations of the Insured, arising out of matters under clauses 1.1 and 2.1-2.4 below:

- 1.1**
- a) documentary issuance and/or preparation;
  - b) failure to follow written or prescribed documentary procedures;
  - c) failure to follow and/or provide instructions;
  - d) provision of advice or information;
  - e) misdelivery, wrongful delivery or delay in delivery of cargo;
  - f) declaration and/or description (including but not limited to weight) of cargo and/or container.

### **SPECIAL PROVISIONS**

#### **2.1 Incorporation of Conditions**

Failure to contractually incorporate the Insured's General Trading Terms and Conditions provided that the Insured proves that it has reasonable procedures to ensure contractual incorporation and that in the instance in question the above Conditions were not incorporated due to an isolated negligent act error or omission of the Insured, its employees or agents.

#### **2.2 Bills of Lading**

- a) provision of incorrect Bill of Lading information, including but not limited to pre- or post- dating of the Bill of Lading;
- b) unlawful deviation from the contractual voyage;
- c) on deck stowage in circumstances where the contract provides for under deck stowage;
- d) port of loading and discharge, voyage, Vessel, cargo description weight number and quality, and date received for shipment and /or shipped on board;
- e) delivery of cargo without production of Bill of Lading (or duly endorsed as appropriate) or delivery to unauthorised person, save that delivery of cargo under guarantee or indemnity is not covered under the Policy.





### **2.3 Fines and Duty**

Imposition by Customs and/or similar authority of a fine or duty but limited to the sum of EUR150,000 any one incident or occurrence and in the aggregate relating to (a) provision of information and/or documentation (b)provision of a bond or Custom's guarantee (c) the issuance of a single administration document (SAD)(d) community transit document (CT) or(e)other bond or guarantee for use by the Insured or in connection with carriage arranged by the Insured, provided that Insurers have been informed in writing of such bond, guarantee or document and an endorsement is made on the Policy.

### **2.4 Sub-contractors Insurance**

Failure to comply with the Insured's obligations under Freight Services Special Conditions and Exclusions, Part B, clause 1.4(b) (sub-contractor's insurance), provided that there is compliance with the proviso to that clause.

### **2.5 Condition precedent**

Subject to clause 2.1 above, it is a condition precedent to liability under this Additional Cover that in and about its business the Insured shall have taken all reasonable steps and have in place suitable workplace systems, including but not limited to written operational procedures and regular relevant training of employees.

### **2.6 Repeated or Multiple occurrences**

Subject to the clauses above, legal and/or contractual liability arising out of or connected with (directly or indirectly) repeated or multiple negligent acts Errors or Omissions by the Insured its employees or agents , relating to (a) user calculation analysis or processing of information whether numerical or otherwise or (b) the provision or issuance of documentation and/or information, electronic or otherwise, shall be deemed to arise out of a series of separate incidents each one subject to the Policy deductible.

## **EXCLUSIONS**

This policy excludes liability arising out of or connected with:

- 3.1** Failure to effect or arrange insurance including but not limited to cargo insurance requested by cargo interests.
- 3.2** Liability to Customs or other authority under legislation or regulation providing for strict or absolute liability of the Insured.





## **WAREHOUSEKEEPER'S ADDITIONAL COVER – NOT INSURED**

### **1.0 COVERAGE**

This Cover is ancillary to an effective Policy Schedule and covers legal and/or contractual liability for the following :

- a) loss or damage to cargo in a Warehouse, except cargo on a Trailer or within a vehicle, as declared to Insurers and endorsed on the Policy, provided the cargo is in the care custody or control of the Insured or a party subcontracted to provide storage or warehousing;
- b) Consequential Loss arising from loss or damage to cargo as above, but subject to a sub-limit of EUR150,000 per incident or occurrence;
- c) duty payable other than under bond or guarantee, arising from loss or damage to cargo as above, but subject to a sub-limit of EUR150,000 per incident or occurrence and in the aggregate any one Policy year;

### **2.0 SPECIAL CONDITIONS**

The following matters under clauses 2.1, 3.1 and 3.2 are conditions precedent to Insurer's liability:

#### **2.1 A Warehouse shall be:**

- (i) reasonably suitable in all respects for the warehousing of the cargo, have all applicable licences and fully comply with all laws and regulations relating to construction, installations, security, safety and fire, and
- (ii) shall be operationally alarmed to manufacturer's specification for fire and theft at all material times including but not limited to when the warehouse is unattended, the alarm to be linked to the police, fire service or other third party security, and
- (iii) shall be locked and all openings securely closed when unattended.

### **3.0 TRADE CONDITIONS/BUSINESS PROCEDURES**

- 3.1 The Insured shall contract under General Trading Terms and Conditions that shall be seen and approved by Insurers and endorsed on the Policy, provided that in the event of non-compliance with this requirement, if the non-compliance was as a result of negligent acts or omissions on the part of the Insured and/or its employee, Insurers shall be liable up to a maximum of EUR100,000 any one incident or occurrence and in the aggregate in any one Policy year.
- 3.2 The Insured shall in and about its business have in place at all material times written operational procedures including but not limited to procedures relating to health and safety and/or hazardous cargo, and have in place suitable workplace systems and that employees shall have regular relevant training.



#### **4.0 STOCK-TAKING LOSSES**

Cargo which cannot be located or found in the Warehouse is not covered by the Policy, unless (a) the loss is notified to Insurers within 30 days of the cargo being recorded as having entered the Warehouse (b) the Insured has in place standard procedures for recording the entry and exit into the Warehouse and movement of Cargo within the Warehouse and (c) there is no reasonable explanation for the loss.

#### **5.0 USA WAREHOUSING**

Where cargo is warehoused in the USA, Insurer's liability shall be limited to USD 0.50 per pound gross weight of the cargo.

**IN THE EVENT OF NON-COMPLIANCE BY THE INSURED WITH ANY OF THE CONDITIONS PRECEDENT ABOVE, INSURERS WILL NOT BE LIABLE TO PAY THE CLAIM.**



## **THIRD PARTY LIABILITY ADDITIONAL COVER**

---

### **1.0 COVER**

Subject to the Policy Form and General Policy Terms Conditions and Exclusions and subject to the Exclusions below, this Policy covers legal and/or contractual liability of the Insured to a Third Party arising out of an Insured Operation for the following:

**1.1** physical loss or damage to property;

**1.2** death ,bodily injury or illness;

**1.3** consequential loss arising out of any of the above, subject to a sub-limit of EUR250,000 any one incident or occurrence.

**2.0** Where there is Third Party Liability Additional Cover under any applicable Schedule and the Third Party, to whom the Insured would be legally liable for loss/damage if the Third Party brought a direct claim against the Insured, instead brings a claim in contract for the same loss/damage against its own contracting party and that contracting party in turn brings a valid legal claim against the Insured for an indemnity, Insurers shall be liable under the Third Party Liability Additional Cover up to an amount that would have been legally recoverable from the Insured had the Third Party brought a direct claim against the Insured for legal liability of the Insured to the Third Party.

### **3.0 Exclusion**

Liability relating to cargo stowed within a Container or secured on Carriage Equipment arising out of the ownership operation or lease of a Container or Carriage Equipment insured under the Container Schedule is excluded from Third Party Liability Cover.

**4.0** Insurance under Third Party Liability Additional Cover is ancillary only to cover under any effective Schedule in the Policy.

### **5.0 Condition Precedent**

It is a condition precedent to liability under the Third Party Additional Cover that in and about its business the Insured shall have taken all reasonable steps and have in place at all material times written operational procedures including but not limited to procedures relating to health and safety and/or hazardous cargo and also have in place suitable workplace systems and that employees shall have regular relevant training.

**IN THE EVENT OF NON-COMPLIANCE BY THE INSURED WITH ANY OF THE CONDITIONS PRECEDENT ABOVE, INSURERS WILL NOT BE LIABLE TO PAY THE CLAIM.**



## **FREIGHT DEMURRAGE AND DEFENCE COVER – NOT INSURED**

---

### **1.0 Coverage**

The Policy will indemnify the Insured in respect of legal costs and expenses arising out of any of the matters covered under Clauses 1.1 and 1.2 below, provided:

- a) The claim or defence of a claim relates to an insured operation under the appropriate Schedule, irrespective of whether or not the legal costs and expenses would be recoverable under that Schedule, and
  - b) The claim amount in dispute exceeds the Minimum Dispute figure.
- 1.1 A claim by the Insured for recovery of unpaid freight, charter hire and other expenses relating to carriage of cargo.
- 1.2 The Defence of a claim (disputed by the Insured) made against the Insured for unpaid freight, charter hire and other expenses relating to carriage of cargo.

### **2.0 Special Terms**

- 2.1 It is a condition precedent to the liability of Insurers that a claim for indemnity by the Insured for legal costs and expenses shall have been submitted to Insurers for approval prior to such costs and expenses having been incurred.
- 2.2 It is a condition precedent to the liability of Insurers that the Insured shall make available all information and documentation concerning matters under Clause 1.1 and/or 1.2 above that Insurers may require.
- 2.3 If in the sole opinion of legal experts nominated by Insurers the claim and/or defence of a claim in relation to which indemnity is being claimed by the Insured under this Schedule should be withdrawn and/or settled and/or compromised (as the case may be) then the indemnity under this Schedule shall be limited to the legal costs and expenses incurred up to the time of the opinion regardless of the opinion of the Insured in relation to the claim/defence of a claim.

### **3.0 Notification**

It is a condition precedent that the Insured must give immediate notice in writing to Insurers of any circumstance or occurrence giving rise to a claim by the Insured under Clause 1.1 and/or to the defence of a claim against the Insured under Clause 1.2 above.



## **POLICY EXTENSIONS**

---

### **2.0 High Risk Cargo**

It is hereby noted and agreed that where 'High Risk Cargoes' only comprise up to 40% of an entire load Section A (B) 2 is not applicable hereunder.

### **3.0 Illegal Immigrants**

It is hereby understood and agreed that this policy will indemnify the Insured in respect of fines levied by Government authorities where illegal immigrants are found within the cargo. Such fines are to be deemed as covered within Clause 2.3 of the Errors and Omissions extension provided that the extension has been effected, provided that the Insured has taken all reasonable measures to ensure the security of the vehicle whilst in an area where illegal immigrants are likely to attempt to enter the vehicle. This should include as a minimum:

- a) No scheduled stops within 100km of a port or border area
- b) Drivers to carry out regular and recorded checks on the trailer
- c) Any suspicions to be reported immediately to authorities

### **3.0 Unapproved Contracts**

It is hereby noted and agreed that contracts which have not been approved as per Section A (B) 1.1 will be covered for a period of 14 days after the Insured has entered into such agreement but will be subject to:-

Limit: EUR50,000 anyone incident or occurrence and in the aggregate  
Deductible: 20% of the loss amount but no less than EUR3,750 anyone incident or occurrence.

Notwithstanding the above where the carriage would have been subject by law to the CMR convention for road movements then Insurers liability will be based on the liability and limitations of that convention.

### **4.0 Subsidiary Offices**

It is hereby noted and agreed that any Insured attaching under this lineslip that has a Russian owned and/or affiliated and/or associated company named hereunder that has a claim made against them as the final or successive carrier under CMR will be indemnified under the policy and paid to the main Insured. Subject always to the provisions of the Sanctions Clause.

It is agreed that the following companies are named hereunder:-

This extension is only valid if a name has been inserted.

### **5.0 Cabotage**

It is hereby noted and agreed that any Insured that performs domestic carriage within its country of domicile and/or as cabotage within European countries, this policy covers the Insured's liability as applicable under CMR or higher liability applicable within the country of cabotage carriage under local law. But in any event where CMR does not apply a limit of EUR250,000 anyone incident or occurrence per truck is to apply or to be agreed each declaration.



In respect of Germany only, where CMR does not apply either a limit of EUR600,000 anyone incident or occurrence, or the policy limit, whichever is the highest, per truck is to apply or to be agreed each declaration.

#### **6.0 Gross Negligence**

It is understood and agreed that where a claim arises from an act of gross negligence within the CMR Convention and the limitations under Article 29 of the Convention are set aside (including act of Insured's agents and subcontractors) and such a claim would be excluded under this policy as a result of the application of Clauses 18.13 and 18.14, it is agreed that these Clauses shall not be applied.

However in any event this extension will not cover unlawful, illegal, fraudulent, dishonest wilful or reckless act by the owners, management or directors of the Insured.

Subject to a maximum sub-limit of EUR200,000 anyone incident or occurrence and in the aggregate.

#### **7.0 Drivers Effects**

Insurers shall indemnify the driver of any vehicle owned and/or operated by the Insured, for loss or damage to clothing and personal effects, but only following a fire, accident to or theft of the carrying vehicle whilst the driver is engaged on business on behalf of the Insured.

Insurers shall not be liable for:

- a) Wear, tear and depreciation
- b) Loss or damage to credit cards, cheques, cash, bank notes, tickets, vouchers, jewellery, watches, electrical equipment or similar items.

#### **8.0 Repatriation**

Following accident to or theft of a carrying vehicle following a fire, damage or loss to the vehicle, Insurers agree to indemnify the Insured in respect of the cost or overnight accommodation, costs of driver repatriation to the Country of Domicile or cost of provision of a replacement driver.

#### **9.0 Disputes**

It is hereby understood and agreed that Clause 23 of the General Policy Terms, Conditions and Exclusions is amended to Latvian law and jurisdiction according to the domicile of the Insured.



## **DEFINITIONS**

**(applicable to all parts of the Policy)**

---

**Additional Insured:** An Additional Insured is insured under this Policy to the same extent as the Insured and subject to the same rights and obligations for insured operations whether carried out by the Insured or the Additional Insured. In the event of a claim under the Policy by the Insured, Insurers may claim against the Additional Insured.

**Alternative Dispute Resolution procedures:** shall be referred to ADR.

**Aggregate Limit:** shall mean the total sum payable in the Policy Period for indemnity claims and costs but less any deductible, and the words "in the aggregate" shall be construed accordingly. In no event shall the Aggregate Limit exceed the Policy Cover Limit.

**Bill of Lading:** shall include a negotiable and/or non-negotiable combined transport/port to port bill of lading, waybill, or similar contract of carriage.

**Carriage Equipment:** shall mean any equipment used for the transportation of cargo.

**Charterer:** shall include a Charterer and Slot-Charterer. Charter Party and charter shall be construed accordingly. A Slot Charterer is a party chartering space (slots) on a vessel, but not the whole vessel.

**CMR :** shall mean the Convention on the Contract for the International Carriage of Goods by Road and/or the Carriage of Goods by Road Act 1965.

**Co-Insured:** A Co-Insured is insured to the same extent as the Insured and subject to the same rights and obligations for insured operations whether carried out by the Insured or the Co-Insured. In the event of a claim under the Policy by the Insured, Insurers shall not claim against the Co-Insured.

**Consequential Loss:** Direct loss and/or damage arising out of and referable to other insured loss and/or damage, but excluding loss of profit, business interruption, market or revenue.

**Container:** shall mean a standard container including but not limited to refrigerated containers, high cubes and open tops, transportable tanks or flat racks, all in conformance with ISO standards and used for the transportation of cargo.

**Costs:** shall mean fees and expenses relating to surveyors, adjusters, lawyers, experts and other professional advisers.

**Employee:** shall mean any person employed by the Insured or a self-employed person contracted by the Insured.

**Error / Omission:** denotes an act or conduct or failure or omission to act that in each case as aforesaid is negligent (thus not an intentional or reckless act or omission, which is excluded from the Policy).

**Europe, Western:** shall mean Andorra, Austria, Belgium, Denmark, France, Germany, Gibraltar, Iceland, Republic of Ireland, Italy, Liechtenstein, Luxemburg, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom

**Europe, Eastern:** shall mean Albania, Armenia, Belarus, Bulgaria, Croatia, The Czech Republic, Estonia, Georgia, Hungary, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Turkey, Ukraine





**Excluded cargo:** shall mean:

- a) Bullion and precious metals
- b) Bank notes , coins, cheques and credit cards
- c) Bonds, negotiable instruments, securities, and other financial instruments
- d) Jewellery, works of art, antiques and precious stones
- e) Live animals, birds, reptiles, fish and insects.

**Excluded Contract Terms:** shall include any oral or written contract terms and conditions (a) to ship or deliver by a specified time/date or (b) providing for a higher limit of liability or greater responsibility than under the Policy (unless agreed by Insurers) or (c) providing for a declared or agreed value of cargo.

**FIATA:** means International Federation of Freight Forwarders Associations.

**Freight Services:** shall mean the provision of services relating to freight forwarding.

**General Trading Terms and Conditions:** shall mean standard contractual trading terms and conditions on which the Insured conducts its business, including but not limited to carriage by road, sea or air.

**Geographical Limit:** shall mean the geographical scope of the Policy.

**Greenwich Mean Time:** shall be referred to as GMT.

**Gross Weight:** shall mean the weight of the cargo together with weight of packaging, and weight of container if containerised.

**Handling Equipment:** shall mean equipment for the handling, lifting or movement of cargo and/or containers.

**Hazardous Cargo:** shall mean cargo which is inherently dangerous or liable by virtue of its state or nature to cause loss/damage or give rise to the risk of loss/damage to other property or persons.

**High Risk Cargo:** shall mean:

- a) wines, spirits and other alcoholic beverages
- b) cigarettes and tobacco based products
- c) furs and leather, and clothes made from fur and leather
- d) televisions, plasma and other electronic screens; CD players, DVD players and other electronic players;
- e) computers, laptops, games consoles, MP3 players, I-pods and similar electronic items
- f) cellular or mobile phones of any description
- g) CD's, DVD's, Blue Ray discs, video tapes, electronic computer games, computer micro-chips
- h) clocks and watches, or parts of either.

**Incident or Occurrence:** shall mean any one incident or occurrence, or a series of incidents or occurrences arising from one event.

**Insolvency:** shall mean the inability to pay debts when due and payable.

**Institute Warranty Limits:** shall mean geographical limits as defined by the Institute of London Underwriters / International Underwriting Association from time to time.

**Insurance Act:** shall mean the Insurance Act 2015 including any amendment or re-enactment of any of its provisions.





**Insured:** shall mean the Insured on the Policy Form but does not include an associate, subsidiary, or other related company, corporation, association, partnership or individual (unless specified on the Policy Form).

**Insurers:** Globe Underwriting Limited acting on behalf of certain Underwriters at Lloyd's, via Lloyd's Brussels.

**In Transit:** shall mean in the normal course of transport between place of departure and final destination, and "Transit" shall be interpreted accordingly.

**ISM:** shall mean International Safety Management Code.

**Locked:** shall mean secured by means of a deadlock or mortise lock or other similar locking mechanism.

**Loss Payee:** shall mean the person or party (not being insured under the Policy) to whom payment shall be made in full discharge of a claim under the Policy.

**Policy Endorsement:** an endorsement issued in writing to amend the Policy.

**Policy Limit:** shall be the maximum sum including indemnity and costs that Insurers shall pay under the Policy to the Insured per Incident or Occurrence, less any applicable deductible

**Policy Period:** shall mean the period of Policy cover, from midnight (GMT) on the date of commencement to midnight (GMT) on the date of expiry, unless otherwise specified on the Policy Form.

**Property:** shall include real and personal property.

**Reckless :** shall mean careless or heedless of consequence and shall include but not be limited to (a) ignoring the likely consequence of an act or omission and (b) the concept of "gross negligence" as may be applied in a legal system other than in England and Wales.

**Safe Working Load:** shall mean the maximum permitted load specified for equipment by the manufacturer or as may be authorised under any law, legal directive or regulation.

**Schedule Limit:** shall be the maximum sum including any claim indemnity and costs less deductible that Insurers shall pay to the Insured under a Schedule per Incident or Occurrence. In no event shall a Schedule Limit exceed the Policy Cover Limit.

**Schedule:** shall form part of the Policy where effected and a Schedule contains details of financial and geographical limits, deductibles and Policy Covers, limits and limitations effected.

**Ship's Agent:** shall mean an agent representing a principal involved with but not limited to ownership or operation of a vessel.

**Seepage and Pollution:** shall include but not be limited to discharge, dispersal, release or escape of smoke, vapour, soot, fumes, alkalis, toxic substances or derivatives (any chemical, oil ,oil refuse or mixed waste or other irritant, contaminant or pollutant) into or upon land, the atmosphere, property, persons, animals or other living creatures, watercourse or body of fresh or salt water.

**Servant:** shall mean an employee or individual including a self-employed person, contracted by the Insured.

**Storage in Transit:** shall mean storage reasonably ancillary to the transport of cargo including but not limited to customs clearance, whilst cargo is in In Transit.



**Sub-Contractor:** shall mean a party engaged under a subordinate contract by another party which has itself contracted for work.

**Sub-limit:** shall be the maximum sum including claim indemnity and costs less deductible payable under the Policy per Incident or Occurrence, irrespective of Policy Cover Limit, Schedule Limit or Aggregate Limit.

**Temporary Storage:** shall mean storage of cargo, not exceeding fourteen days in duration , in a Warehouse or secure building suitable for care of the type nature and value of cargo in question, not being Storage in Transit.

**“Third Party”:** shall mean any person or legal entity other than a party with whom the Insured contracts.

**Total Loss:** subject to Clause 3.0 of the Container Schedule (if applicable), total loss shall mean actual total loss and shall include constructive total loss.

**Trailer:** shall mean chassis and/or trailer.

**Transport Equipment:** shall include (but not be limited to) a vessel, aircraft, road vehicle, container or trailer.

**USA:** shall mean the United States of America.

**US COGSA:** shall mean the United States Carriage of Goods by Sea Act 1936 as may be amended.

**Vessel:** shall mean a motor ship navigable in inland waterway and/or at sea.

**Vessel's Equipment:** shall mean vessel's hull machinery and equipment including but not limited to derricks and cranes.

**Warehouse:** shall mean a purpose built and designed building for the secure storage and warehousing of cargo but shall exclude the area outside the building whether used for storage or otherwise and whether or not surrounded by a security fence and /or gate.

**Waste Cargo:** shall mean waste cargo which is subject to the prior notification and consent procedures under the Regulations of the European Union on the shipments of waste.

**Wilful:** shall mean deliberate or intentional.



## **GENERAL POLICY TERMS, CONDITIONS AND EXCLUSIONS**

---

### **1.0 INDEMNITY**

Payment under this indemnity Policy will only be made to the Insured or Loss Payee and only in relation to a claim arising out of an incident or occurrence during the Policy period upon provision of a written discharge as required by Insurers.

Other than cover under the Port and Terminal Handling Equipment Schedule (Loss and Damage) and Container Schedule, Policy cover is for the legal and/or contractual liability of the Insured.

This Policy is non-assignable and shall not benefit a third party under the Contracts (Rights of Third Parties) Act 1999.

The Marine Insurance Act 1906 will apply to marine risks under this Policy, save as amended by express terms and conditions

This Policy shall comprise the Policy Form, Schedule(s), Terms and Conditions applicable to the effective Schedules, Endorsements, General Policy Terms Conditions and Exclusions, Definitions and Additional Cover wording, which shall all be read together and construed as one contract.

Where after inception of the Policy an additional Schedule is agreed, unless specifically stated, no Additional Cover shall be effected.

### **2.0 ERRORS AND OMISSIONS**

Liability arising out of a negligent act error or omission under the Errors and Omissions Additional Cover is not insured under the Policy unless that Additional Cover is effected.

Insurer's liability in respect of claims insured under Errors and Omission Additional Cover shall cease 24 calendar months after the expiry of the Policy, unless Insurers have been previously notified of a claim. Where the Policy is renewed the 24 calendar month period shall run from the expiry of the period as renewed.

### **3.0 DUTY OF DISCLOSURE**

The Insured, its employees, or agents shall disclose all material information to the Insurers prior to inception of the Policy. Information which might influence Insurers in deciding whether or not to accept the risk, the terms and conditions of cover, or what premium to charge is material for the purposes of this clause. Failure to comply shall entitle Insurers to avoid the Policy from inception and repudiate cover.

The Insured, its servants, or agents shall be under a continuing duty throughout the Policy period to disclose to Insurers any change in material information or circumstance. Failure to comply, whether deliberate or innocent, shall entitle Insurers to avoid the Policy from inception.

### **4.0 MISREPRESENTATION**

The Insured, its employees, or agents shall not make any material misrepresentation, whether innocent or deliberate, prior to inception of the Policy. Failure to comply shall entitle Insurers to avoid the Policy from inception.



## **5.0 GOOD FAITH**

The Insured shall act in good faith at all material times and be under a continuing duty to act in good faith throughout the period of the Policy. Failure to comply will entitle Insurers to avoid the Policy from inception.

If the Insured shall submit any claim to Insurers knowing the claim to be false or fraudulent, or shall fail to act in good faith when submitting a claim, the Policy may be avoided from inception.

## **6.0 CLAIMS NOTIFICATION**

It is a condition precedent to Insurer's liability that the Insured and /or its employees or agents provides to Insurers as soon as reasonably possible (a) notice in writing and (b) copies of relevant documents , in relation to each of the following:

any claim notification , whether or not in writing, holding the Insured responsible for any matter for which the Insured may claim to be indemnified under the Policy;

any legal or administrative step, procedure , document, submission , statement of case, or pleading relating to a claim against the Insured whether relating to Court proceedings, arbitration, mediation, alternative dispute resolution or otherwise howsoever;

any incident or matter that might result in a claim under the Policy.

## **7.0 CLAIMS PROCEDURE**

It is a condition precedent to indemnification of a claim under the Policy that the Insured :-

shall continue to keep Insurers fully informed of any matter under Clause 6.2 above and provide copies at no cost to Insurers of all relevant documents;

shall take, procure or permit any step or action, including but not limited to provision to Insurers of documentation (at no cost to Insurers) and information, as may reasonably be required by Insurers for the purpose of (a) investigating and/or defending any claim or legal step or process against the Insured and/or (b) enforcing any right or remedy and/ or (c) obtaining relief or indemnity from any other party to which Insurers shall or become entitled or subrogated upon paying any claim regardless of whether such action shall be or become necessary or required before indemnification by Insurers;

shall give proper and timely notice to any other party and ensure that any time limit or other legal step is protected ;

shall take reasonable steps to avoid, minimise or mitigate loss/damage or liability and Insurers shall indemnify the Insured for any costs/expense thereby incurred subject to prompt notice in writing to Insurers and subject to Policy limits.;

shall not admit liability or agree to compromise or settle any claim unless authorised by Insurers;

## **8.0 COSTS AND CLAIMS HANDLING**

It is a condition precedent to indemnification of a claim under the Policy that Insurers shall have the sole right ( at Insurer's cost and expense without application of deductible but subject to Clause 8.4 below) to appoint and/or retain surveyors, adjusters, lawyers, experts and other professional advisors , and the sole right to control claims investigation, defence and handling.



Should Insurers agree in writing to claims investigation, defence and handling by the Insured, subject to Clauses 7 and 8.4 and provided costs are not referable to a claim under the deductible (even if the amount of costs when added to the claim exceeds the deductible), Insurers shall pay reasonable costs incurred by the Insured in the investigation, defence and handling of a claim but in no circumstances shall this include staff and management costs of the Insured, but only if incurred with their prior written consent

Agreement by Insurers in relation to a claim under Clause 8.2 above shall not be taken or construed as similar agreement by Insurers in relation to any other claim (whenever occurring) under the Policy.

Subject to Clause 8.5 below, Insurers shall pay reasonable costs incurred with their prior written consent relating to monies owed to the Insured, if those monies are being withheld by a third party solely due to a claim for which the Insurers may be liable under the Policy.

If costs exceed the Policy Limit, Schedule Limit, Sub-Limit or Aggregate Limit, or if costs combined with any amount payable under the Policy exceed any applicable limit, Insurers shall not be liable to pay that portion of the costs that exceeds the applicable limit.

Claims control by Insurers under Clause 8.1 or Insurer's consent to the incurring of costs or the requirement that the Insured takes, permits or procures any step or action, or any other requirement or request whatsoever by Insurers, shall not be construed as an admission of liability by Insurers under this Policy.

#### **9.0 INSURER'S RIGHT TO SETTLE**

Where, in the sole opinion of Insurers, a claim under the Policy should be settled or compromised, the Insured may be required to settle or compromise the claim.

If the Insured unreasonably refuses to settle or compromise the claim after Insurers have required such course be taken, Insurers may discharge their Policy obligations either:

- a) by payment to the Insured of a sum representing the amount at which the claim could (in the opinion of Insurers) be settled or compromised less the applicable deductible, or
- b) if the claim might be settled or compromised under such deductible, then by giving written notice to the Insured that Insurers consider their liability to have been discharged, and by giving such notice Insurers shall be discharged in respect of the claim.

#### **10.0 SUBROGATION**

The Insured shall take all reasonable steps to enable Insurers to pursue a subrogated claim, including but not limited to the provision to Insurers of a form of written subrogation as required by Insurers and, where also required, formal assignment of claim.

#### **11.0 PREMIUM**

Premium is payable in full in accordance with payment terms, without deduction set-off or counterclaim. If payment is not made as agreed, Insurers may avoid the Policy from inception upon 7 days written notice to the Insured or its broker. Payment to the Insured's Broker shall not constitute payment to Insurers.



## **12.0 BROKERS**

The Insured's insurance broker shall be deemed to be the agent of the Insured at all times. Where Insurers pay a commission to a broker it shall not be construed as an appointment of the broker as agent of Insurers and such commission shall be disclosed to the Insured if requested.

## **13.0 POLICY COVER LIMITS/DEDUCTIBLES**

The Policy Cover Limit shall apply even where an incident or occurrence falls under more than one effective Schedule and/or more than one Additional Cover, where combined limits would but for this clause exceed the Policy Cover Limit.

Where a claim falls under more than one Schedule/Additional Cover or combination as aforesaid, the claim as limited by the Policy Cover Limit will be apportioned pro rata between the applicable Schedule/Additional Cover and the deductible (if any) under each shall then be applied.

## **14.0 EXPRESS RIGHTS**

Breach of any Policy provision expressed to be a warranty, condition or condition precedent shall entitle Insurers to avoid cover, in addition to any Policy provision entitling Insurers to avoid the Policy.

## **15.0 DOUBLE INSURANCE**

If a claim under the Policy is insured under another policy of insurance or the claim would have been so insured but for a breach of a warranty or condition or misrepresentation, non-disclosure, non-payment of premium, fraud, or breach of the obligation as to good faith, then the claim shall not be payable under this Policy. This exclusion shall apply even if there is a different insurable interest.

## **16.0 CANCELLATION AND RENEWAL**

Insurers and the Insured respectively may give the other 60 clear days written notice of cancellation under the Policy. Insurers shall be under no obligation to renew a Policy, nor to give notice of non-renewal, nor to give any reason for non-renewal.

## **17.0 SUB-CONTRACTORS**

17.1 The Insured shall take reasonable care to ensure that any agent or subcontractor is reasonably competent, has sufficient financial means to satisfy any claim by the Insured and has relevant, adequate and valid insurance cover. Should the Insured fail to comply with the aforesaid and Insurers are thereby prejudiced, Insurers may avoid the claim or in their absolute discretion reduce the amount payable under the Policy by the amount attributable to failure to comply;

17.2 Clause 17.1 above shall not apply to the specific provisions of Section A(B)1.4 of the Terms and Conditions applicable to Freight Services referable to sub-contractor's conditions of carriage and insurance.

## **18.0 EXCLUDED CLAIMS**

Claims arising out of, caused by, or connected with (directly or indirectly) the following are excluded under the Policy:

18.1 Death, bodily or mental injury or illness relating to inhalation, ingestion or absorption of asbestos, tobacco or tobacco based products and coal dust;





- 18.2 Repetitive strain or stress whether physical or mental;
- 18.2 Infringement of a right under the European Convention on Human Rights or any enactment thereof ;
- 18.3 Sexual, racial or other discrimination;
- 18.5 Contract of employment , service contract, contract for supply of labour , employment practice, employer's liability or workman's compensation legislation, and disability / unemployment benefit;
- 18.6 the operation, use, management, ownership, lease, rental or licence of a motor vehicle, trailer, chassis or similar motorised conveyance which is covered by any law, statute, rule, regulation or directive (including but not limited to licensing) of any government (local or national) or international body relating the insurance of motor vehicles;
- 18.7 the use of any office building or office premises owned, leased or licensed by the Insured;
- 18.8 Charter of a vessel except under Charterer's Liability Schedule;
- 18.9 Operation or business activity of the Insured not notified to and agreed by Insurers;
- 18.10 Operation or business activity of the Insured outside the geographical limits or specified location under the Policy Cover;
- 18.11 Property including but not limited to containers and transport equipment owned or leased by the Insured or licensed out by the Insured to a third party;
- 18.12 Fine or penalty for breach of any law, statute, rule, regulation, customs regulation or directive, except where insured under Errors and Omissions Cover, subject to the terms and conditions thereof;
- 18.13 Unlawful, illegal, fraudulent, or dishonest act or omission by the Insured or its employees (other than theft of cargo by an employee) or by the Insured's agents;
- 18.14 Wilful or Reckless act or omission by the Insured or its employees;
- 18.15 Seepage and/or Pollution, as defined, unless:
  - a) Third Party Liability Cover is effected and
  - b) Seepage and/or Pollution is sudden and unexpected, and
  - c) Seepage and/or Pollution does not result from failure to comply with any international, national, or local law, rule, regulation or directive and
  - d) The Seepage and/or Pollution occurs during the period of the Policy, and
  - e) The Seepage and/or Pollution is notified to Insurers within 30 clear days of the occurrence, whether continuous or not.

Insurer's liability shall not in any event exceed EUR50,000 per incident or occurrence and EUR50,000 in the aggregate;

- 18.16 Radiation or contamination by radioactivity;
- 18.17 Hazardous property of any explosive, nuclear assembly or nuclear component or chemical, biological, biochemical or electromagnetic weapon;



- 18.18 War (whether or not declared), hostilities, civil war, rebellion, civil strife or commotion, terrorist act (or act by any person acting from political ideological or religious motive), weapons of explosion, detonation of a nuclear device, but this exclusion shall not apply if such claims arise at sea. In any event, where there is outbreak of war involving any of the United States of America, Russia or former CIS States, People's Republic of China and European Union Member States this exclusion shall apply;
- 18.19 Strike, lockout, stoppage, or labour disturbance unless arising during vessel loading or unloading operations or within port confines;
- 18.20 Piracy, capture, seizure, arrest, restraint, detainment or any consequences of any of the aforesaid;
- 18.21 Confiscation, expropriation, nationalisation, requisition, detention, destruction or damage under the order or direction of any government or public, local or customs authority;
- 18.22 Libel, slander or malicious statement;
- 18.23 Insolvency or financial default of the Insured or a contracting party with the Insured;
- 18.24 Exercise of a lien and/or possessory claim (whether or not lawful) over property owned leased or licensed by the Insured, or bailed by the Insured;
- 18.25 Subject to the provisions of Clause 8.4 above, failure by the Insured to obtain payment from or to pay a party with whom the Insured has contracted or any third party;
- 18.26 Punitive, exemplary, aggravated, multiple or compound damages;
- 18.27 The Safe Working Load of any equipment overloaded other than for the purpose of inspecting or testing;
- 18.28 Inherent vice, latent defect or error in design or manufacture;
- 18.29 Error, fault, breakdown or defect in operation or function of Computer Equipment, computer or machinery programming or in data processing including but not limited to the sending or receipt of emails and data accessible via the internet;
- 18.30 Mechanical or electrical breakdown or derangement of any communication equipment or alarm system;

#### **19.0 HAZARDOUS CARGOES/WASTE CARGOES**

It is a condition precedent to liability of Insurers that the Insured shall have taken all reasonable steps and have in place suitable workplace systems, including but not limited to written operational procedures and regular relevant training of employees, to comply with all relevant and applicable laws, regulations and/or statutory provisions relating to the carriage handling and storage of hazardous and/or waste cargoes. It is a further condition precedent that the Insured shall have taken reasonable steps to ensure that any sub-contractor has applicable written operational procedures and undertakes regular relevant training of its employees to ensure compliance as aforesaid.

#### **20.0 SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction imposed under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.





**21.0 WORDS & HEADINGS**

All words in the singular shall include, where the context permits, the plural and vice versa.

**22.0 ALTERNATIVE DISPUTE RESOLUTION**

In the event of dispute under the Policy, Insurers and Insured agree that they will seek in good faith to resolve the dispute by submitting the matter to ADR, including but not limited to mediation;

Both parties will use best endeavours to expedite resolution and to complete ADR, which may take place outside England to facilitate the ADR, within three calendar months


By entering into ADR, neither Insurers nor Insured shall have waived nor be deemed to have waived their right to submit disputes to adjudication by the English Court as below.

**23.0 DISPUTES**

This Policy shall be subject to and construed according to English Law. All disputes shall be submitted to the exclusive jurisdiction of the High Court of Justice, England.

**THIS POLICY HAS BEEN PREPARED AND ISSUED BY GLOBE UNDERWRITING LIMITED ACTING ON BEHALF OF CERTAIN UNDERWRITERS AT LLOYD'S, VIA LLOYD'S BRUSSELS:**

100% Globe Underwriting Limited as Agents for the following:  
32.5% Allied World Insurance Company (Europe) DAC  
20% Markel Insurance SE  
47.5% Lloyd's Insurance Company S.A. reinsured by Certain Underwriters at Lloyd's under Coverholder Appointment Agreement: B0702CM316490n

SIGNED   
POSITION Underwriter  
DATED 30/07/2019

**Globe Underwriting Limited** 

Acting as Agents for Certain Underwriters at Lloyds under Binding Authority Reference: B0702CM309260n and for:  
32.5% Allied World Insurance Company (Europe) DAC  
20% Markel Insurance SE  
And As Agents for Lloyd's Insurance Company S.A. reinsured by Certain Underwriters at Lloyd's under Coverholder Appointment Agreement: B0702CM316490n

2	1	1	3	6	0	6	4	1	9
---	---	---	---	---	---	---	---	---	---



## Complaints Procedures

If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot, we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Services (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact:

Peter Rogers  
Head of Division  
Globe Underwriting Ltd  
Marine Transport and Logistics Division  
Epsilon House  
West Road  
Ipswich IP3 9FJ  
UK  
Telephone Number: +44 (0) 1473 276 142  
Email: [peter.rogers@globeuw.com](mailto:peter.rogers@globeuw.com)

## Policies underwritten at Lloyd's

If your policy is underwritten at Lloyd's of London, and your complaint concerns the action or inaction of underwriters, you may also wish to direct your complaint to Lloyd's Complaints Department. They may be contacted at:

Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN  
Telephone: 020 7327 5693  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

