

MUS LOGISTICS PROTECTION INSURANCE POLICY

INSURANCE POLICY NO 2023 16857

Date of Issue: June 5, 2023

DINABURGA STILS SIA

Registration Number: 41503033150

Address: Rīgas iela 52 – 4, Daugavpils, LV-5401, Latvia

1. POLICY FORM

MUS Logistics Protection, version May 1, 2015

MUS Logistics Protection Insurance Product Information Document:

- In English: http://www.underwriting.lv/file/Logistics/MUS-IPID_TL_EN.pdf
- In Latvian: http://www.underwriting.lv/file/Logistics/MUS-IPID_TL_LV.pdf

2. PERIOD OF INSURANCE

12 months commencing on 00:00 GMT+2 on **July 1, 2023**

3. ASSURED, JOINT ASSURED AND CO-ASSURED

3.1 ASSURED

Dinaburga Stils SIA

Registration Number: 41503033150

Rīgas iela 52 – 4, Daugavpils, LV-5401, Latvija

3.2 JOINT ASSURED

None

3.3 CO-ASSURED

None

4. INSURANCE BROKER

AMBER BROKER BALTIC SIA

Tērbatas iela 33-22, Rīga, LV-1011

5. INSURED OPERATIONS AND SERVICES

5.1 MAIN OPERATIONS AND SERVICES

- | | |
|---|-----|
| <input checked="" type="checkbox"/> Road haulage | YES |
| <input type="checkbox"/> Freight forwarding | NO |
| <input type="checkbox"/> NVOCC | NO |
| <input type="checkbox"/> Rolling stock operator | NO |
| <input type="checkbox"/> Warehousing (as the main contractor) | NO |
| <input type="checkbox"/> Others (full details): | NO |

5.2 ANCILLARY OPERATIONS AND SERVICES

- | | |
|--|----|
| <input type="checkbox"/> Ship agent | NO |
| <input type="checkbox"/> Liner agent | NO |
| <input type="checkbox"/> Others (full details) | NO |

6. APPROVED CONTRACTS

It is a condition precedent that the Assured, Joint Assureds and Co-Assureds do business under the following contracts, terms and conditions:

- 1) Convention on the Contract for the International Carriage of Goods by Road (CMR);
- 2) Any written contract under which the Assured (etc) does not accept greater liability than in accordance to one of the above mentioned conditions.

By derogation of § 4.1.2 of MUS Logistics Protection general insurance conditions liability under any other terms, contracts or conditions or any wider liability than according to contracts mentioned above is strictly excluded under this contract of insurance, unless such terms, contracts or conditions were seen and approved by Insurers in writing.

7. TRADING LIMITS

7.1 TRANSPORT OPERATIONS

Zone 3 as per § 3.1 of MUS Logistics Protection general insurance conditions (definitions), amended as follows: Europe and CIS countries up to a line of 40°E to the East.

7.2 CARGO HANDLING FACILITY

Not insured

8. RISKS INSURED, LIMITS AND DEDUCTIBLES

The insurance cover applies only to the risks specified as "Insured" in the Schedule hereafter.

The numbering in the Schedule hereafter corresponds to the numbering of respective paragraphs of the MUS Logistics Protection General Insurance Conditions: www.underwriting.lv/TL_2015_conditions.pdf.

RISKS	INSURED YES / NO	LIMITS	DEDUCTIBLES
GENERAL LIMITS AND DEDUCTIBLES	—	€ 250,000 any one accident or occurrence and € 500,000 in all during the policy period	€ 750 any one accident or occurrence
		Special limits	Special deductibles
4.1 Liability in respect of customers	YES		
4.1.1.1: Liability for cargo	YES		€ 1,500 any one accident or occurrence in respect of claims related to carriage and/or handling of the following commodities: Alcohol and/or alcoholic beverages of any kind, Temperature controlled cargo
4.1.1.2: Liability for errors and omissions	YES		
4.1.1.3: Consequential financial loss	YES		
4.2 Liability in respect of third parties	NO		
4.2.1: Liability for damage to property	NO		
4.2.2: Liability for bodily injuries	NO		
4.3 Liability for increased contractual obligations	NO		
4.3.1: Liability in respect of declared value (<i>ad valorem</i>)	NO		

4.3.2: Liability for special interest in delivery	NO		
4.4 Liability caused by gross negligence	YES	€ 100,000 any one accident or occurrence and in all for the period of this insurance	€ 2,500 any one accident or occurrence
4.5 Liability for containers and trailers	NO		
4.5.1: Liability for containers	NO		
4.5.2: Liability for trailers	NO		
4.6 Liabilities for fines, taxes and duties	YES		
4.6.1: Liability for taxes and duties	YES	€ 50,000 any one accident or occurrence and in all for the period of this insurance	Subject to a separate and additional deductible of € 1,500 any one accident or occurrence
4.6.2: Liability in respect of fines, taxes or similar fiscal charges imposed on the Assured	YES		
4.7 Liability for accidental pollution	NO		
4.8 Liability in providing ship's or liner agency services	NO		
4.9 Costs	YES	Included in the limits	Not applicable
4.10 Damage to rolling equipment	NO		

In case if more than one deductible is applicable, it is agreed that only the highest deductible shall apply, unless otherwise stated in the Schedule above. In case several claims are being presented to the Assured, which all are originating from the same proximate cause of loss, one deductible shall apply to all such claims, unless otherwise stated in the Schedule above.

9. SPECIAL PROVISIONS

9.1 SURVEY FEES CLAUSE

In the event of the Assured complying with the instructions contained in this policy to call for a survey in respect of loss or damage which may result in a claim hereunder, it is hereby understood and agreed that reasonable expenses incurred and fees charged in respect of this survey and/or testing are for the Insurers account even though a claim may not subsequently result hereunder.

9.2 EXCLUDED MERCHANDISE

It is hereby agreed that unless otherwise separately expressly agreed with Insurers in writing and besides cargoes listed in § 5.1.7 of MUS Logistics Protection General Insurance Conditions this insurance will not cover any claims in relation to the following cargoes:

- Chewing gum
- Mobile phones, smartphones
- Personal effects
- Yachts and pleasure craft
- Project Cargo
- Motor vehicles
- Hardware and software, laptops, handheld computers and peripherals
- Tobacco based products
- White or any other consumer electronic goods
- TV-sets, audio-video equipment
- Fragile goods

9.3 UNCOUPLED TRAILERS / CONTAINERS CLAUSE

It is a condition precedent that trailers and/or containers if uncoupled shall be left in closed (fenced) and guarded parking lot or territory.

9.4 TEMPERATURE-CONTROLLING EQUIPMENT WARRANTY

Warranted carriage of temperature controlled cargoes is performed only using temperature controlling units, which are operational separately from carrying vehicle.

9.5 LISTED VEHICLES CLAUSE

It is noted and agreed by all parties that liability under this insurance is only in respect of vehicles listed hereunder.

9.6 RUSSIA-UKRAINE CONFLICT EXCLUSION CLAUSE

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense.

This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

10. PREMIUMS

10.1 PREMIUM AND ADJUSTMENT RATE

Minimum and deposit premium € 3 600 (plus taxes, if applicable)

Adjustable at the following rate(s): € 720 per each truck (5 trucks);

10.2 PAYMENT TERMS

Minimum and deposit premium payable in four equal instalments.

€ 900.00 before July 10, 2023

€ 900.00 before October 15, 2023

€ 900.00 before January 15, 2024

€ 900.00 before April 15, 2024

Other premiums due within 30 days of debit note issuance.

11. CLAIMS NOTIFICATION

All claims or circumstance, which may give rise to a claim under this insurance policy, should be immediately notified to:

MARINE UNDERWRITING SERVICES SIA

4A Baznicas Street, Riga, LV-1010, Latvia

Tel: (371) 67-830-870

AOH: (371) 277-14-777

Email: claims@underwriting.lv

12. INFORMATION GIVEN TO INSURERS

This is the renewal of insurance policy No.2022 16857

13. DISCLAIMER

It is a condition precedent that the Assured provides a loss record with previous insurers for the period of last three years.

14. LAW AND JURISDICTION

Law: Latvian as per § 6.15.1 of MUS Logistics Protection General Insurance Conditions.

15. SECURITY

100% OF 100% HDI GLOBAL SPECIALTY SE

HDI Platz 1, 30659 Hannover, Germany

SIGNED BY:

MARINE UNDERWRITING SERVICES SIA

as underwriting and claims handling agents for **HDI GLOBAL SPECIALTY SE**


MARINE UNDERWRITING SERVICES
Rihards Zvirbulis
As underwriting and claims management agents for
HDI Global Specialty SE

TRUCK SCHEDULE

This insurance is only valid if the carriage is performed by vehicles specifically declared to the Underwriters and listed hereunder:

NO.	REG.NO.	DESCRIPTION
1	HV4115	DAF XF 105
2	HV8021	DAF XF 105
3	MC8809	VOLVO FH
4	VR4701	DAF XF 105
5	ND6400	VOLVO FH

SIGNED BY:

MARINE UNDERWRITING SERVICES SIA

as underwriting and claims handling agents for **HDI GLOBAL SPECIALTY SE**

 
RIMARDS ZVIRBULIS
As underwriting and claims management agents for
HDI Global Specialty SE