

# MUS LOGISTICS PROTECTION INSURANCE POLICY

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## INSURANCE POLICY NO 2022 10490

Date of Issue: January 4, 2022

## OTAŅĶU DZIRNAVNIKS SIA

Address: Dzirnāvnieks", Otaņķu pag., Nīcas nov., LV-3475, Latvija

### 1. POLICY FORM

MUS Logistics Protection, version May 1, 2015

### 2. PERIOD OF INSURANCE

12 months commencing on 00:00 GMT+2 on **January 9, 2022**

### 3. ASSURED, JOINT ASSURED AND CO-ASSURED

#### 3.1 ASSURED

##### OTAŅĶU DZIRNAVNIKS SIA

"Dzirnavnieks", Otaņķu pag., Nīcas nov., LV-3475, Latvija

#### 3.2 JOINT ASSURED

None

#### 3.3 CO-ASSURED

None

### 4. INSURANCE BROKER

#### MARINE INSURANCE SERVICES SIA

Baznīcas 4a, Rīga, LV 1010, Latvija

### 5. INSURED OPERATIONS AND SERVICES

#### 5.1 MAIN OPERATIONS AND SERVICES

- |   |     |
|---|-----|
| <input checked="" type="checkbox"/> Road haulage              | YES |
| <input checked="" type="checkbox"/> Freight forwarding        | YES |
| <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

Warranted that the Assured, Joint Assureds and Co-Assureds do business under the following contracts, terms and conditions:

- 1) General Conditions of Nordic Association of Freight Forwarders (NSAB 2000) as may apply, but warranted this insurance will not respond to any claims referring to §27.3 of NSAB 2000 (duty to insure on storage)
- 2) General Conditions of Latvian Association of Freight Forwarders (LAFF 2000) as may apply, but warranted this insurance will not respond to any claims referring to §27.3 of LAFF 2000 (duty to insure on storage)
- 3) Convention on the Contract for the International Carriage of Goods by Road (CMR)
- 4) Any written contract under which the Assured does not accept greater liability than in accordance to Convention on the Contract for the International Carriage of Goods by Road (CMR);

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 2 as per § 3.1 of MUS Logistics Protection general insurance conditions (definitions): Europe, excluding CIS countries.

### 7.2 CARGO HANDLING FACILITY

Not insured

## 8. RISKS INSURED, LIMITS AND DEDUCTIBLES

Cover under this policy only applies to the risks which are specified as "Insured" in the Schedule hereafter.

The numbers mentioned in this Schedule refer to the numbers of the paragraphs of the MUS Logistics Protection general insurance conditions.

RISKS	INSURED YES / NO	LIMITS	DEDUCTIBLES
<b>GENERAL LIMITS AND DEDUCTIBLES</b>	—	€ 300,000 any one accident or occurrence and in all during the policy period	€ 500 any one accident or occurrence
		<b>Special limits</b>	<b>Special deductibles</b>
<b>4.1 Liability in respect of customers</b>	<b>YES</b>		
4.1.1.1: Contractual liability for cargo	<b>YES</b>		€ 1,500 any one accident or occurrence in respect of claims related to carriage or handling of the following commodities: chewing gum, TV-sets, white or any other consumer electronic goods, mobile phones, hardware and software, personal effects, alcohol and alcoholic beverages of any kind, tobacco based products, project cargo, motor vehicles, yachts and pleasure craft
4.1.1.2: Professional liability for errors and omissions	<b>YES</b>		
4.1.1.3: Consequential financial loss	<b>YES</b>		
<b>4.2 Legal liability in respect of third parties</b>	<b>NO</b>		

1) Liability for damage to property	<b>NO</b>		
2) Liability for bodily injuries	<b>NO</b>		
<b>4.3 Liability for increased contractual obligations</b>	<b>NO</b>		
4.3.1: Liability in respect of declared value (ad valorem)	<b>NO</b>		
4.3.2: Liability in respect of delay in delivery	<b>NO</b>		
<b>4.4 Liability caused by gross negligence</b>	<b>YES</b>	€ 150,000 any one accident or occurrence and in all for the period of this insurance	€ 1,500 any one accident or occurrence
<b>4.5 Liability for containers and trailers</b>	<b>YES</b>	€ 90,000 any one accident or occurrence	Subject to separate and additional deductible of € 1,500 any one accident or occurrence
1) Liability for containers	<b>YES</b>		
2) Liability for trailers	<b>YES</b>		
<b>4.6 Liabilities for fines, tax and duty</b>	<b>NO</b>		
4.6.1: Liability for tax and duty	<b>NO</b>		
4.6.2: Liability in respect of fines, taxes or similar fiscal charges imposed on the Assured	<b>NO</b>		
<b>4.7 Liability for accidental pollution</b>	<b>YES</b>	€ 50,000 any one accident or occurrence	€ 1,500 any one accident or occurrence
<b>4.8 Liability in providing ship's or liner agency services</b>	<b>NO</b>		
<b>4.9 Costs</b>	<b>YES</b>	Included in the limits	Not applicable
<b>4.10 Damage to rolling equipment</b>	<b>NO</b>		

In case if more than one deductible can be applied any one accident or occurrence, it is agreed that only one highest deductible to apply, unless otherwise stated in schedule above.

In case there are various claims presented to the Assured, which all are proximately the damaging consequences resulting from the same cause or generating circumstance only one deductible should apply to all claim cumulated together.

## 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 further agreed and understood that unless otherwise agreed with Insurers in writing and besides to specific cargoes listed in § 5.1.7 of MUS Logistics Protection general insurance conditions this insurance will not respond to any claims when the following cargoes are carried by the Assured:

- Temperature controlled cargo

### 9.3 SUBCONTRACTORS CLAUSE

It is a condition precedent under this policy of insurance that the Assured will take all reasonable steps to check that all subcontractors employed by them has valid liability insurance and such insurance is in force during entire period of their employment.

It is further agreed by the Underwriters that the Assured may employ performing carriers for shipments of agricultural cargoes in bulk within Baltic States (Latvia, Lithuania, Estonia), which have not insured their professional liability (CMR), however such subcontractors and their conveyances must be approved by Underwriters. The list of approved subcontractors (including list of approved carrying conveyances) is attached to this insurance policy (Appendix 1).

Furthermore, it is a duty of the Assured not to release their subcontractors from any liability and to safeguard rights of Underwriters to present a proper recovery claims against any performing or contract carrier employed by the Assured.

#### 9.4 DOMESTIC (CABOTAGE) DELIVERIES CLAUSE

Within the scope of the terms and conditions in this policy, the liability of the insured in respect of domestic deliveries / cabotage deliveries are also included under this policy. It is further agreed that assessment of Assureds liability under this clause shall be based only on merits and/or limitations imposed by CMR convention.

#### 9.5 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.

#### 9.6 LIABILITY FOR CONTAINERS AND/OR TRAILERS CLAUSE

It is a condition precedent that trailers liability for containers and trailers is only covered, if carried / towed by vehicles owned or leased by the Assured.

### 10. PREMIUMS

#### 10.1 PREMIUM AND ADJUSTMENT RATE

Minimum and deposit premium: **€ 6'600** (plus taxes, if applicable)

Adjustable at the following rate(s):

**0.55 %** of gross freight receipts in respect to road haulage services (estimated: € 1'500'000 for period of insurance)

**Above stated premiums are forming 75% of calculated and are subject to Loss review clause hereunder**

#### 10.2 PREMIUM PAYMENT

Premium is payable in four equal instalments.

#### 10.3 LOSS REVIEW CLAUSE:

It is agreed and understood that above-stated deposit premiums are final and non-adjustable premiums if the following criterias are met:

- gross loss ratio for the period of this insurance is less than 50 %;
- on expiry this insurance policy is extended with existing for at least another year;
- annual gross freight receipts for the period of insurance will not exceed € 1'500'000.

However, if gross loss ratio for the period of insurance is less than 50%, insurance policy is extended with existing insurer for another year, but annual gross turnover for the period of insurance exceeds € 1'500'000, additional premium will be charged only on turnover in excess of € 1'500'000.

### 11. CLAIMS NOTIFICATION

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

#### MARINE UNDERWRITING SERVICES, SIA

Baznīcas 4a,

Rīga LV 1010, Latvia

Tel: (371) 67-830-870

**AOH: (371) 277-14-777**

Email: [claims@underwriting.lv](mailto:claims@underwriting.lv)

### 12. INFORMATION GIVEN TO UNDERWRITING AGENTS

This is the renewal of insurance policy no. 2021 10490

### 13. LAW AND JURISDICTION

Law: As per § 6.15.1 of MUS Logistics Protection general insurance conditions.

### 14. CLAIMS

#### 15.1 CLAIMS AND RATING LEADERS

**HDI Global Specialty SE** through their management general agents **Marine Underwriting Services SIA**

HDI Global Specialty SE is authorized to exercise rights under this clause on their own behalf and unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorized to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

For the purpose of this clause the term "Underwriters" comprises all underwriters participating on this contract of insurance.

## 15.2 CLAIMS FOLLOW CLAUSE

The decisions of the claims lead (HDI Global Specialty SE) shall be binding on all following underwriters in all matters relating to the handling and processing of claims and actions involving third parties except that following underwriters shall in no case be bound by any decision as to coverage or quantum which can be demonstrated to be outside the terms of these insurance conditions.

In particular, following underwriters shall not be bound by any settlement such as compromised total loss or made on a commercial or ex gratia basis.

### Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## 16. SECURITY

<b>70% OF 100%</b>	<b>HDI GLOBAL SPECIALTY SE</b> Roderbruchstraße 26, 30655 Hannover, Germany
<b>30% OF 100%</b>	<b>ALANDIA FÖRSÄKRING ABP</b> Alandsvagen 31, AX-22101 Mariehamn, Åland Islands, Finland

### SEVERAL LIABILITY CLAUSE

(Re)insurer's liability several not joint.

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**SIGNED BY:**

**MARINE UNDERWRITING SERVICES SIA**

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



# TRUCK SCHEDULE

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

Reg. No.	VIN	Mark	Model	Year
EK 660	XLER4X20045111783	Scania	R 420	2004
ES 545	YS2R4X200B2067858	SCANIA	R420	2011
FTT 655	VLUP4X20009094661	SCANIA	P 420	2005
GBE 495	VF624GPA000014774	RENAULT	PREMIUM	2008
GDM 920	YV2A4CFA94B374360	VOLVO	FH12	2004
GF 1400	YV2RTYOA5KB915641	VOLVO	FH	2019
GS 545	YS2R4X20002082150	SCANIA	R440	2012
GS 5918	XLRTE47MS0E779225	DAF	XF105	2007
HBF 313	YV2AG10A69B550518	VOLVO	FH	2009
HD 6719	YS2R4X20082035743	SCANIA	R420	2008
HJ 4997	YS2R4X20062022154	SCANIA	R 480	2006
HJS 684	VF624GPA000030660	RENAULT	Premium	2009
HO 2988	WMAH06ZZ27M464596	MAN	18.430 XXL	2006
HR 170	YS2R4X20002017358	SCANIA	R470	2006
HS 9143	YV2AG20A6BA718482	Volvo	FH 13	2011
HT 7254	XLRTE47MS0E927777	DAF	XF 105	2011
HTS 364	VF622GVA000142762	RENAULT	385.19T	2004
HU 5858	YV2A4CEA44A590656	VOLVO	FH12	2004
HV 418	YV2AG20AXCB623466	VOLVO	FH	2012
HV 6966	YS2R4X20052012876	SCANIA	R420	2005
JD 5223	XLRTE47MS0E968934	DAF	FT XF 105	2012
JE 8462	XLER4X20004480749	SCANIA	R124	2002
JEZ 489	YV2A4CEA95B390075	VOLVO	FH 12	2005
JG 2179	YS2R4X200D2083813	SCANIA	R440	2013
JL 4097	XLRTE47MS0G002528	DAF	FT XF 105	2013
JL 4499	XLER4X20005129406	Scania	R 420	2005
JN 2163	XLER4X20005129936	SCANIA	R420	2005
JO 656	XLER4X20005140613	SCANIA	R 470	2006
JP 273	WMA06XZZXBP031374	MAN	TGX 18.440	2011
JTC 895	YS2R6X20002026905	SCANIA	R420	2007
JV 3781	VLUR4X20009102259	SCANIA	R420	2005
JZ 1177	YV2AUE0A85A609200	Volvo	FH 16	2005
JZ 1188	XLRTE47MSOE794394	DAF	105	2008
KBP 229	WMA06XZZ5EW188028	MAN	TGS 18.440	2013
KBP 371	WMA06XZZ9CW164795	MAN	TGS 18.440	2012
KC 1064	YV2RTY0AXFB738929	VOLVO	FH	2015
KC 6244	XLER4X20005128939	SCANIA	R420	2005
KD 2727	YV2ASW0A78B516288	Volvo	FH	2008
KD 8893	WMAHO6ZZ35G178798	MAN	18.430 XXL	2005
KE 665	YS2R4X2000C2081024	SCANIA	R440	2012
KE 7200	YV2AP4OA36B411024	Volvo	FH12	2005
KF 545	YS2R4X200F2120705	SCANIA	R450	2016
KG 4406	YS2R4X200G5414354	Scania	R 450	2016

KM 2529	VLUR4X20009094569	SCANIA	R420	2004
KN 3400	XLER4X20005210492	Scania	500	2009
KNU 161	WMA06XZZ1EW193999	MAN	TGX	2013
KNZ 098	XL RTE85MCOE884145	DAF	FT CF 85.460	2010
KP 3700	WMAHO6ZZ56G184037	MAN	18.430 XXL	2005
KP 8080	VLUR4X20009170129	Scania	R-420	2012
KR 8059	XL RTE47MS0E984153	DAF	FT XF 105	2013
KRD 123	XL RTE47MS0E919355	DAF	XT 105	2011
KSH 200	XLER4X20005216351	SCANIA	R 420	2008
KT 7182	YS2R4X20005305816	SCANIA	R420	2012
KV 2500	XLER6X20004472601	SCANIA	R164	2002
KV 6565	YS2R4X20005306146	Scania	R 440	2013
KZ 7529	XLER4X20004513312	SCANIA	R164	2004
LAL 490	YV2AG30A6CB633594	VOLVO	FH	2012
LBU 512	XL RTE47MS8E828016	DAF	XF 105	2009
LG 7073	XLER4X20004472940	SCANIA	R124	2002
LGZ 957	YS2R4X20002080350	SCANIA	R 440	2012
LJA 878	WMA06SZZX9M547135	MAN	TGS 18.440	2009
LK 1454	YV2AG20A1BA716090	VOLVO	FH 12	2011
LL 3750	XLER4X20005301102	SCANIA	R420	2012
LL 4678	YV2AG30A7BB579253	Volvo	FH-500	2010
LMG 800	YV2RT40A8FB731521	VOLVO	FH	2015
LMU 228	VLUR4X20009154143	SCANIA	R420	2010
LNK 989	VF611A36XFD001982	RENAULT	T	2015
LNU 766	WJMM1VTH40C283475	IVECO	AS440T/P	2014
LO 8300	YS2R4X20009186138	Scania	R-410	2014
LR 261	YV2AG30A3CB623766	Volvo	FH 13	2012
LR 262	XLER4X20005265199	Scania	R 500	2011
LT 5533	YV2AG20A3BB595878	Volvo	FH-460	2011
LT 7170	XLER4X20005194004	SCANIA	R 420	2008
MA 126	YV2AG30A2DB641953	VOLVO	FH	2012
MF 1912	YV2ASO2A19B542073	VOLVO	FH	2009
MF 6778	JL21T084743863	SCANIA	R500	2009
MH 3110	YV2ASO2A17A642628	VOLVO	FH	2007
MJ 4600	YS2R4X20002083022	SCANIA	R440	2013
MK 9361	XL RTE47MS0E864723	DAF	105	2009
MM 464	YS2R4X20009177732	Scania	R	2014
MN 2121	YS2R4X20009176105	Scania	R-480	2013
MO 8657	WMAH06ZZ67W088098	MAN	TGA 18.440	2007
MP 8598	YS2R4X200G2125685	SCANIA	R450	2016
MS 191	YV2RTY0A2HB792549	VOLVO	FH	2016
MV 9628	YV2RTY0A2HB833228	VOLVO	FH	2017

