Insured

Terry Mahoney Traffic Services Ltd 15 Offway, Cwmbran, Gwent, NP44 7DR

Policy Number

HLG142238589

Period

0000 on 12 July 2022 to 2400 on 11 July 2023, local time at the Insured's address as above

Schedule Number

Effective From

0000 on 12 July 2022, local time at Insured's address as above

Business Description

Traffic Clearing House & Freight Forwarders

Occupation

Road haulier

Broker

Towergate (Croydon)

8th Floor Interchange, 81-85 Station Road, Croydon, CRO 2RD

Issued by

NMU

2 Kings Hill Avenue, Kings Hill, West Malling, ME19 4AQ

01622 710181

NMU acts as an agent of Munich Re Syndicate Ltd (457 at Lloyd's), pursuant to Binding Authority Agreement number B1097ABI221003

(all enquiries to be addressed to NMU)

In consideration of payment of the premium specified, Underwriters agree to indemnify the Insured against liability, expense, loss, or damage incurred in connection with their occupation as stated, in the manner and to the extent provided for herein.

Signed David Perfect. 27th June 2022

NMU is a trading name of Munich Re Specialty Insurance (UK) Ltd

Registered in England, No. 1262636

Registered Office: The Exchange, New York Street, Manchester, M1 4HN Authorised and regulated by the Financial Conduct Authority (FRN 310539)

Premium

Subject to a non-refundable in-full non-adjustable premium payable at inception of GBP795.00.

The above premium has been calculated as per the Premium Basis detailed below. Underwriters reserve the right to charge additional premium should there be material changes to estimated charges, storage exposures, or limits.

Premium Basis

	Property in Transit Conditions and Liabilities	Limitation per tonne / vehicle	Estimated charges	Adjustment rate	IPT applicable
B 1 (1) a	Enhanced Liability, as defined herein (subcontracted)	GBP39,000	GBP250,000	n/a	Yes
B 1 (1) a	Enhanced Liability, as defined herein, TWT contract (subcontracted)	GBP60,000	Included above	n/a	Yes
B 1 (1) c	CMR (subcontracted)	SDR8,330	Included above	n/a	No
B 1 (1) b	Unwitting CMR (subcontracted)	SDR8,330		Included	
B 1 (1) e	Conditions set aside			Included	
B 1 (1) f	Failure to incorporate conditions			Included	
B 1 (2)	Liability for consequential loss	As applicable		Included	
B 2	Liability for third party containers	As applicable		Included	
	Oth an Canan			D	IPT
	Other Cover			Premium	applicable
В 3	Defence Costs (approved by Underwriters)			Included	
B 4	Goods under Lien			Included	
B 5	Debris Removal (approved by Underwriters)			Included	
В 6	General Average and Salvage Charges			Included	
					IDT
	Own Goods and Equipment			Premium	IPT applicable
В7а	Sheets and Ropes			Included	Yes
B 7 b	Own Goods			Included	Yes
В 8	Equipment			Included	Yes
В 9	Drivers' Personal Effects			Included	

Insurance Premium Tax

Insurance Premium Tax GBP95.40.

Applicable Conditions

NMU Freight Liability Wording version 2016 (LIA/POL/FRT/1/6/16) (Rev 2), as appended to this schedule. (Further copies are available on request.)

Policy-specific clauses and conditions appear in this Schedule. Such clauses are additional to the appended NMU Wording or, in the case of those bearing the same title as any within the NMU Wording, replace them.

Where this Wording or any clause within it is modified by this Schedule, or in the event of any other inconsistency, then this Schedule shall prevail.

Territorial Limits

The British Isles (as defined herein)

Coverage and Limits

Notwithstanding any particular limits shown below, the maximum amount payable under this insurance (including any extensions or endorsements) for all losses arising out of any one event shall be **GBP500,000**.

	Property in Transit Conditions and Liabilities	Limitation per tonne	Limit any one vehicle	Limit any one event	Applicable excess
B 1 (1) a	Enhanced Liability, as defined herein (subcontractor)	n/a	GBP39,000	GBP78,000	GBP250
B 1 (1) a	Enhanced Liability, as defined herein, TWT contract (subcontracted)	n/a	GBP60,000	GBP120,000	GBP250
B 1 (1) c	CMR (subcontracted)	SDR8,330	GBP250,000	GBP500,000	GBP250
B 1 (1) b	Unwitting CMR (subcontracted)	SDR8,330	GBP250,000	GBP500,000	GBP250
B 1 (1) d	Cabotage		Not Insured	Not Insured	
B 1 (1) e	Conditions set aside		GBP250,000	GBP250,000	GBP250
B 1 (1) f	Failure to incorporate conditions		GBP250,000	GBP250,000	GBP250
B 1 (2)	Liability for consequential loss	As applicable		GBP100,000	GBP250
B 2	Liability for third party containers	As applicable		GBP25,000	GBP250
D 1	Inner limit for theft-attractive goods	As applicable	GBP50,000	GBP50,000	GBP500
	Other Cover		Limit any one event	Maximum any period	Applicable excess
В 3	Defence Costs (approved by Underwriters)		Unlimited	Unlimited	GBPnil
B 4	Goods under Lien		GBP35,000	GBP50,000	GBP250
B 5	Debris Removal (approved by Underwriters)		GBP25,000	Unlimited	GBP100
В 6	General Average and Salvage Charges		Unlimited	Unlimited	GBPnil
			Limit any	Limit any	Applicable
	Own Goods and Equipment		one vehicle	one event	excess
В7а	Sheets and Ropes		GBP5,000	GBP10,000	GBP100
B 7 b	Own Goods		GBP2,500	GBP2,500	GBP100
В 8	Equipment		GBP5,000	GBP10,000	GBP250
В 9	Drivers' Personal Effects		GBP500	GBP500	GBP25

The extent of coverage is governed by the Policy Wording, and this Schedule and the Policy Wording shall be read together.

Deductibles

Where a claim is subject to more than one excess under different sections of this insurance, then the higher excess will apply.

Policy-Specific Conditions

Enhanced Liability

Subject to the conditions (save for section C1), restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, section B1 of the policy is extended to indemnify you against:

1) any further liability assumed by you for physical loss of or damage to property whilst in transit;

provided always that the maximum indemnity will be the least of:

- the invoice value (if it has been sold) of lost or damaged property or (if not) the replacement cost to its owner at the commencement of the subject movement, including HMRC duties or taxes payable, or
- b) the cost of repairing the damaged property, or
- c) the limit of liability or any applicable inner limit set out in this policy;

and, if, at the time of loss or damage, the property is of greater value (as determined in part (a) above) than the applicable limit (as determined in part (c) above), then you shall be considered as being your own insurer for the difference and shall bear a rateable share of the liability for such loss or damage;

or

 any other liability arising in relation to property, but limited to the lesser of the amount of the carriage charges in respect thereof and the amount of the claimant's proved loss;

but, we will not indemnify you if such loss damage or liability as referred to in (1) or (2) above

- i) is attributable to your wilful misconduct or fraud, or that of your customer or the owner of the property or their servants or agents; or
- ii) results from any act, error, omission, misstatement or misrepresentation by your customer or the owner of the property or by their servants or agents; or
- iii) results from seizure or forfeiture of the property under legal process; or
- iv) results from inherent liability of the property to wastage in bulk or weight, or latent defect, faulty design or inherent vice or natural deterioration of the property; or
- v) is attributable to ordinary wear and tear, electrical or mechanical derangement or disturbance or unexplained shortage in weight or volume; or
- vi) is proximately caused by vermin; or
- vii) results from insufficient or unsuitable packing of the property, other than by you; or
- viii) results from insufficient or improper labelling or addressing of the property, other than by you; or
- ix) is proximately caused by delay; or
- x) results from the consignee not accepting or taking delivery of the property within a reasonable time after it has been tendered; or
- xi) results from partial loss of property and your customer does not give you notice of such loss within 7 days or does not make a written claim within 14 days after termination of the transit; or
- xii) results from total loss misdelivery or non-delivery of property and your customer does not give you notice of such loss within 28 days or does not make a written claim within 42 days after commencement of the transit.

Sanction Limitation and Exclusion

This insurance does not provide cover and **we** shall not 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 **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. LMA3100 (amended)

Communicable Disease Exclusion

- 1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Marine Cyber Endorsement

- 1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA5403

11 November 2019