



Carriers Liability Policy Schedule

Issue date: 14 October 2021

Policy Number: CAL-1021-7587620

Assured: Bell Transport & Logistics Ltd

Address: Units 1-3 Lear Avenue, Airport Business Park, Co. Waterford

Business Description: Freight Forwarders & Warehouse Keepers

Broker: Wright Group Brokers Ltd t/a Wright Insurance Brokers
The Bushels, Abbey Street, Commarket, Ferrybank South, Wexford

Period of Cover: 00.00 hrs on 14 October 2021 to 23.59 hrs on 13 October 2022

Conveyances: Approved powered vessels (as per Institute Classification Clause) and/or airfreight and/or rail and/or post and/or road vehicles including vehicles owned or operated by the Assured.

Issued by: Tysers Ireland Limited T/A Tysers Underwriting

Underwritten by: Chaucer Insurance Company DAC T/A Chaucer Dublin

Policy Excess: €300.00 each and every claim

First Premium: €1,600.00 Minimum & Deposit. Adjustable at expiry.

Liability in respect of:

1. General Merchandise
2. Perishables / Temperature Controlled Goods
3. Wines
4. Spirits
5. New and Used Plant & Machinery

Territorial Limits: Worldwide (subject to the Excluded Territories Clause)

Errors and Omissions: Limit of Indemnity €150,000 in the aggregate. Legal costs in addition

Trading Conditions & Liabilities:

Trading Conditions & Liabilities	Limit of Indemnity	Estimated Charges	Rates
IIFA - Freight Forwarding - SDR2 per kg	€375,000	€1,200,000	0.10%
IIFA - Warehousing - €127 per tonne	€150,000	€50,000	0.20%
Statutory CMR - SDR 8.33 per kg	€325,000	€0	0%

Storage locations: Not Insured

Additional Information:



Carriers Liability Policy Schedule

Endorsements:

IIFA Extension

It is noted and agreed this policy has been extended to indemnify you against your legal liability as a Freight Forwarder in respect of loss of or damage to goods in the event of IIFA standard trading conditions being overridden by a national or international convention.

This policy shall indemnify you to the full extent of your legal liability under a national or international convention up to the Limit of Indemnity stated in the Policy Schedule.

Errors & Omissions Extension

Subject to the conditions, restrictions and exclusions herein or endorsed hereon, and in connection with your occupation as specified in the Schedule, this insurance is extended to indemnify you against your liability for claims made against you under your trading conditions during the policy period for damages, costs and expenses caused by your breach of duty by reason of any negligent act, negligent error or negligent omission, arising from failure to comply with instructions, faulty arrangements or clerical errors by you, your predecessors, any employee or sub-contractor in the course of the conduct of your occupation as specified in the Schedule but, we will not indemnify you for claims made:

- a) which arise from circumstances first notified to your prior to inception of this insurance.
- b) in respect of, fraudulent, criminal or malicious acts or omissions of you or your predecessors or any agent thereof, or by any person at any time employed by you or your predecessors.
- c) as a result of your insolvency.
- d) as a result of any inability to pay or collect any monies.
- e) by any Government Authority.
- f) as a result of defamation.
- g) as a result of death or disease of or bodily injury to any person.
- h) as a result of your acting as principal for the charter of the whole or part of any vessel or aircraft.
- j) for failure to comply with instructions to arrange insurance or for the inadequacy of such insurance.
- k) for loss of or damage to property.
- l) for liability as an employer to employees.
- m) for any professional advice given.
- n) for any fines or penalties relating to T-Forms and the like.
- p) for any increased limitation of liability under the applicable trading conditions, unless agreed by Underwriters.
- r) for breach of duty of care, where the claimant has no contractual relationship with you.
- s) for failure to comply with any Quota regulations or to make any Quota application.

The Policy Excess for this section is €750.00

Deterioration of Perishables / Temperature Controlled Goods

It is noted and agreed that Exclusion 4.5 Deterioration of Perishables is hereby deleted.

Excluded Territories Clause

This Policy does not cover sendings to from or between any Country (ies) or Territory (ies) or to from or between any place within such Country (ies) or Territory (ies) listed in the Policy under Excluded Territories unless such cover has been expressly granted by the Company in writing prior to the commencement of any transit involving such sending.

Excluded Territories;

Afghanistan, Angola, Armenia, Azerbaijan, Crimea, Democratic Republic of Congo, Ethiopia, Iran, Iraq, Kazakhstan, Kosovo, Kyrgyzstan, Lebanon, Liberia, Libya, Nigeria, North Korea, Russia, Rwanda, Somalia, Sudan, Syria, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Vojvodina, Yemen or any other country which is currently, or subsequently becomes, subject to a United Nations Resolution prohibiting trade.

Excluded Goods

This policy does not cover liability in respect of or arising from or caused by the following goods unless specifically noted in the Schedule or if in groupage containers, the contents of which have not been declared or are not known to the Assured.

- Beer.
- Cigarettes, cigars and tobacco.
- Audio and video equipment, microchips / circuit boards.
- Perfumery.
- Livestock and Bloodstock.
- Jewellery, watches, precious metals and stones.
- Treasury notes, bullion, cash, bonds, deeds, stamps, securities, phone cards, gaming cards and similar items, manuscripts and documents.
- Household Furniture and Personal Effects.
- Non-ferrous metal and scrap.
- Furs.
- Specie.
- Explosives, weapons and ammunition.

E30: Storage Conditions

It is noted and agreed that this policy has been extended to cover the Subject Matter whilst stored at the Risk Address(es) described in the Storage Locations Section of this Schedule.

Intruder Alarm Warranty

Unless otherwise agreed in writing by Underwriters, it is warranted that:

1. Subject matter insured in storage in premises owned by or under the direct control of the Assured shall be protected by an Intruder Alarm approved by Underwriters, installed inspected and maintained under contract by an NSAI-registered installer; and
2. The alarm system shall be kept in full working order and tested regularly, and shall be set for operation and all alarm system keys removed from the premises whenever that part of the premises used for storage or subject matter insured is unoccupied or closed for business; and
3. Underwriters shall be informed immediately if:

The Assured receive notice of withdrawal or reduction, or possible withdrawal or reduction, of Police or alarm company response to alarm calls, or

The alarm is otherwise rendered inoperable or ineffective

Stillage Warranty

Warranted that all subject-matter insured shall be stored a minimum of 10 cm (four inches) above floor level in premises owned by or under the control of the Assured and that written instructions that all subject-matter insured must be stored a minimum of 10 cm (four inches) above floor level shall be given to all third party warehouse operators used by the Assured for the storage of subject-matter insured.

Exclusions

The insurance does not cover:

1. Mysterious disappearance or unexplained shortage disclosed at normal stocktaking.
2. Theft, unless following violent and / or forcible entry into or exit from the premises.
3. Storage in basements or cellars, or otherwise below ground unless specifically in writing by Underwriter.
4. Storage in the open, unless specifically agreed in writing by Underwriters.
5. Storage at retail premises, unless specifically agreed in writing by Underwriters.
6. Terrorism.